



**BOXBOROUGH HOUSING BOARD**  
29 Middle Road, Boxborough, Massachusetts 01719  
Phone: (978) 263-1116 • Fax: (978) 264-3127  
[www.town.boxborough.ma.us](http://www.town.boxborough.ma.us)

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## **Notice of Affordable Housing Lottery Sale**

### **112 SUMMER ROAD, BOXBOROUGH, MA**

The Boxborough Housing Board will be conducting a lottery for the purpose of selecting an eligible buyer for an age 55 and over affordable condominium in Boxborough, MA.

- Property Description –1,622 square ft, 2 bedrooms, 2 baths middle unit of a triplex with attached garage located at 112 Summer Road. This is a two story townhouse condominium with gas heat in a complex consisting of 10 buildings with a total of 24 units.
- Sale Price **\$140,000**
- Eligibility criteria includes, but not limited to:
  - Household size maximum of 2
  - Asset limit of \$375,000 per household, including net value from the sale of any real estate.
  - Any primary and secondary residences must be sold.
  - Income limit of \$52,950 (two-person household); \$46,300 (one-person household)
- Time Frames
  - Informational Meeting      Wednesday      Oct. 15, 2008      7:30 p.m.
  - Open House                      Saturday      Oct. 18, 2008      10:00 a.m.- 12:00 noon
  - Applications Due              Tuesday      Nov. 25, 2008
  - Lottery                              Wednesday      Dec. 17, 2008      7:30 p.m.

Detailed information and applications are available at the Boxborough Town Hall at 29 Middle Road, Boxborough, MA, the Sargent Memorial Library at 427 Massachusetts Ave, and on the town website [www.town.boxborough.ma.us](http://www.town.boxborough.ma.us).

# ***BOXBOROUGH HOUSING BOARD***

## ***LOTTERY INFORMATION PACKAGE***

*for*

***112 SUMMER ROAD***

***BOXBOROUGH, MA***

**PLEASE RETURN COMPLETED AND SIGNED APPLICATION AND  
DOCUMENTATION FORMS ONLY**

**Information Session:**      **Wednesday, October 15, 2008**  
   **7:30 p.m.**  
   **Boxborough Town Hall**  
   **29 Middle Road**  
   **Boxborough, MA**

**Open House:**                      **Saturday, October 18, 2008**  
   **10:a.m. to 12:00 p.m.**

**Applications Due:**              **Tuesday, November 25, 2008**

**Lottery:**                              **Wednesday, December 17, 2008**  
   **7:30 p.m.**  
   **Boxborough Town Hall**  
   **29 Middle Road**  
   **Boxborough, MA**

### **Contents:**

- **Lottery Summary**
- **Boxborough Housing Board Lottery Preference Criteria**
- **Explanation of Deed Rider**
- **Lottery Application with Attachments:**
  - Lottery Application Affidavit & Disclosure**
  - Consent Form**
  - Deed Rider Form**
  - Summerfields Condominium Rules and Regulations**

# *Summerfields Condominium*

Thank you for your interest in the Summerfields Condominium Lottery. You have indicated that you want to apply for the home being offered at a reduced rate to an eligible (age 55 and over) homebuyer. The buyer of this lower priced condominium must qualify in a number of areas to be considered for selection. To help you determine if you are qualified to apply, please review the following guidelines:

## Eligibility:

- Age 55 and over
- Maximum income of \$52,950 for two-person household; \$46,300 for one-person household
- Total maximum household members: 2
- Total gross assets may not exceed \$375,000 including the net value from the sale of any real estate. Any primary and secondary residence must be sold. Please refer to lottery threshold eligibility information enclosed.

The applicant who is offered an opportunity to purchase this unit through the lottery process will be required to secure financing for the purchase of the unit. **The purchase price for this unit is \$140,000.** If a mortgage is required to purchase the property, you must obtain a pre-qualification letter from a lending institution. In addition, the successful applicant will be required to pay property taxes and condominium fees (estimated at \$160.00 and \$98.00 per month, respectively).

**As a member of the Summerfields Condominium community, you shall be required to abide by the rules and regulations of the Condominium. A copy of the rules and regulations is included for your review. Each page must be initialed and returned with the application.**

If you meet the basic qualifications described, the next step is to complete the enclosed application. It is very important that you do this completely and accurately. You will be required to supply certain documents. They must accompany your return application or it will be sent back to you. This delay could prevent you from meeting the deadline and eliminate you from the lottery.

**The attached application must be hand delivered or postmarked no later than November 25, 2008. Return applications to:**

- 1) **Boxborough Town Hall (mail or hand delivery)  
Attn: Boxborough Housing Board  
29 Middle Road  
Boxborough, MA 01719**

When you have completed the application and have sent it to us, we will review it and may contact you for more information. Applicant will be selected by a lottery. Individuals with a connection to Boxborough (Local Preference Pool) will have preference over others in the lottery (At-Large Pool). Your name will be entered into the appropriate pool(s). It is from these pools that ballots are drawn determining the order in which individuals will be given the opportunity to buy the unit. Qualified applicants will be awarded lottery ballots. Please refer to the enclosed Boxborough Housing Board

Guidelines regarding preference criteria. Those applicants qualified in the local preference pool will also have a ballot in the at-large pool.

If you are selected in the lottery, we will let you know as soon as possible. If you desire to know your status in the selection system, or have any questions about the qualifications, please call 978-263-1116 ext 108.

Our intention is to be fair to all applicants. If you feel your application has been treated unfairly or your pool classification is incorrect, you may ask for a review of your application or classification no later than 10 days prior to the day of the lottery drawing.

We hope you will take the time now to read through the enclosed materials and complete the application.

Applicants must be qualified at the time of application, remain qualified throughout the lottery process and through conveyance of a unit, if selected. Please ensure your application includes the following (if applicable):

- Mortgage pre-approval letter
- Five consecutive pay stubs
- Social security, pension statements, other income documentation if applicable
- 2007 federal tax return
- Third party verification of assets – three months for the following:
  - Bank statements
  - Brokerage statements
  - Stocks
  - Bonds
- Copy of recent estimated market value of any real property owned from a licensed real estate broker or an appraiser
- Current mortgage statement (if currently own real estate)

Only completed, signed applications with all attachments and third party verification documentation postmarked or delivered by the deadline of November 25, 2008, will be reviewed for eligibility. Applicants may be asked to provide additional information in order to determine eligibility to enter the lottery at any time during the process. Applicants will be required to produce additional information if notified that they have been selected to purchase a unit prior to conveyance.

# **Boxborough Housing Board Guidelines**

## **Housing Lottery and Preference Criteria for Affordable Housing at Summerfields, a Senior Housing Community**

### **1. General**

The Boxborough Summerfields Affordable Housing Lottery (the “Summerfields Lottery”) is open to all applicants who demonstrate that he/she is a Qualified Applicant, as defined below. All Qualified Applicants will be placed in as many Summerfields Lottery Pools, described below, for which he/she is eligible.

### **2. Definitions**

#### *2.1 Qualified Applicant*

A Qualified Applicant is one or more persons who enters the Summerfields Lottery for the purpose of individual or joint purchase of an affordable housing unit awarded through the Lottery and who meets the following requirements:

1. The Aggregate Household Income, as defined below, shall not exceed the Maximum Allowed Income, as defined below.
2. The Total Gross Household Assets, as defined below, shall not exceed the Gross Household Asset Limitation, as defined below.
3. The applicant’s Total Gross Household Assets shall remain under the Gross Household Asset Limitation throughout the entire lottery selection process including the mortgage commitment and conveyance and the applicant shall be required to provide evidence of such at various stages.
4. Applicants who own a primary and/or secondary residence shall provide evidence that such residences have been sold prior to or contemporaneously with the conveyance of the affordable housing unit. The Boxborough Housing Board may consider special circumstances, provided that Applicants can provide evidence that the residence(s) is under contract for sale with all inspection and mortgage contingencies satisfied at the time of conveyance of the affordable housing unit.
5. The Applicant’s Household shall satisfy the Household Size Restriction, as defined below.
6. The Applicant’s Household shall satisfy the Senior Housing Restriction, as defined below.
7. The Applicant agrees to be party to all titles, deed restrictions and mortgages of the affordable housing unit that may be awarded through the Summerfields Lottery.

#### *2.2 Household*

A Household consists of the Qualified Applicant together with any individual, who intend to occupy an affordable housing unit as a group.

### *2.3 Aggregate Household Income*

The sum of the income from all members of a Household from all sources, as calculated by the Department of Housing and Urban Development (HUD) under HUD's Income Limits Briefing Materials, dated February 13, 2008, on file in the office of the Boxborough Housing Board, and income imputed at the current passbook savings rate as determined by HUD on the equivalent fair market capital value of non-income producing assets. As of February 13, 2008, such rate shall be 1.0%.

### *2.4 Maximum Allowed Income*

Aggregate Household Income equal to 80% of the median income for a two-person household in the Boston metropolitan statistical area as published by HUD (as of February 13, 2008 this limit is \$52,950 for a two-person household; \$46,300 for a one-person household).

### *2.5 Total Gross Household Assets*

The sum of all cash, cash in savings accounts, checking accounts, certificates of deposit, bonds, stocks, the net value of any primary and secondary residence to be sold as required, and other forms of capital investment, including IRA's, 401K's, SEP's or pension funds.

### *2.6 Gross Household Asset Limitation*

The maximum allowable amount of Total Gross Household Assets, as defined in 2.5. This amount shall not exceed the limit established by the Boxborough Housing Board. As of August 27, 2008 this limit is \$375,000.

### *2.7 Regular Employee of the Town of Boxborough*

An employee of the Town of Boxborough who has satisfactorily completed any applicable probationary period. Employees of the Blanchard School shall be deemed employees of the Town of Boxborough.

### *2.8 Regular Employee of the Acton-Boxborough Regional School System*

An employee of the Acton-Boxborough Regional School System who has satisfactorily completed any applicable probationary period.

### *2.9 Non-Dependent Child of a Town of Boxborough Resident*

A non-dependent natural or adoptive adult son or daughter of a current resident(s) of the Town of Boxborough.

### *2.10 Boxborough Resident*

A person who can offer proof of residency in the Town of Boxborough. Any of the following shall be sufficient for proof of residency:

1. Listing on the annual Town of Boxborough census.
2. Registration as a voter in the Town of Boxborough.

3. A housing voucher from a qualified Massachusetts program showing residency at a Boxborough address.
4. A current lease for housing premises in the Town of Boxborough.
5. Eligibility for voter registration in the Town of Boxborough.

#### *2.11 Former Boxborough Resident*

A person who can offer proof of prior residency in the Town of Boxborough.

#### *2.12 A Parent (or Parents) of a Current Boxborough Resident*

A natural or adoptive parent of a Boxborough Resident.

### **3. Summerfields Lottery Restrictions**

#### *3.1 Household Size Restriction*

Eligibility shall be restricted to a maximum of a two-person household.

#### *3.2 Senior Housing Restriction*

Summerfields is a housing community limited to occupancy by seniors fifty-five years (55) of age or older (“Qualifying Person”), their spouse (including the surviving spouse of a deceased Qualified Person), and/or a relative by blood or marriage of a Qualified Person or of such spouse, provided that such relative must be fifty-five (55) years of age or older (a “Qualified Relative”), it being understood and agreed that Summerfields is to be used solely for senior housing.

### **4. Preference Pools**

Qualified Applicants shall be classified into pools for which they are eligible according to the preference criteria defined in this section. Qualified Applicants are entitled to classification into all pools for which the applicable preference criteria are satisfied.

#### *4.1 Local Preference Eligibility Criteria*

A Qualified Applicant will be deemed to satisfy the Local Preference Eligibility Criteria if at least one member of the Household meets one or more of the criteria listed under 2.7 through 2.12, above. In addition, minority Qualified Applicants shall be deemed to satisfy the Local Preference Eligibility Criteria in accordance with Guidelines of the Department of Housing and Community Development (DHCD) as follows:

*In the event that the fraction of minority Qualified Applicants in the Local Preference Pool is less than the fraction of minority households in the surrounding HUD-defined area (Boston Metropolitan statistical area), a preliminary lottery of minority Qualified Applicants shall be held and, in the order drawn from the lottery, minority Qualified Applicants shall be added to the Local Preference Pool until the fraction of minority Qualified Applicants in the Local Preference Pool equals the fraction of minority households in the surrounding HUD-defined area, as defined above. A minority Qualified Applicant shall be defined as a member of a group recognized as a minority in the most recent United States decennial Census or as defined by HUD under 24 CFR §81.2*

## 4.2 At-large Eligibility

All Qualified Applicants.

## 5. Lottery Entrants

Only Qualified Applicants may enter the Summerfields Lottery.

### 5.1 Local Preference Lottery Entrants

If at least one Qualified Applicant is qualified for Local Preference according to Section 4.1, the Qualified Applicant(s) shall be entitled to enter the Local Preference Pool.

### 5.2 At-Large Lottery Entrants

All Qualified Applicant(s) shall be entitled to enter the At-Large Pool.

### 5.3 Exclusion of Prior Entrants

Qualified Applicants who have been awarded housing through a prior Boxborough affordable housing lottery shall be disqualified from entering the Summerfields Lottery held within one year from the award.

## 6. Summerfields Lottery Order

The order of the Summerfields Lottery drawings will be held as described below:

**FIRST: Local Preference Pool** A qualified applicants meeting Local Preference Eligibility Criteria shall be drawn from the Local Preference Pool for the purchase of the affordable housing unit.

**SECOND: At-Large Pool** If there are no qualified applicants in the Local Preference Pool, a qualified applicant shall be drawn from the At-Large Pool for the purchase of the unit

*This project is subject to a Comprehensive Permit granted by the Town and a Regulatory Agreement between the Town and the project developer. Copies of the Comprehensive Permit and the Regulatory Agreement are on file in the office of the Boxborough Housing Board. The Housing Board may also consider DHCD's "Guidelines for Housing Programs in Which Funding is Provided Through a Non-Governmental Entity" for guidance in interpreting the preference criteria. The Guidelines are available from DHCD's web site, <http://www.mass.gov/dhcd/>.*

## **Description of Deed Restriction Provisions for Affordable Housing Units under The New England Fund**

Because you are purchasing your home at a substantial discount price under Chapter 40B, the Massachusetts Comprehensive Permit Law, there are requirements that the home remains affordable for future buyers of your property.

You will be signing a “deed rider” which outlines your responsibilities under the affordable housing program. The deed restrictions apply for 99 years and will apply to future buyers of your home. We strongly urge you to review this deed rider with your attorney and lender. Below is a general description of some of these requirements:

### **1. Notice to Municipality and Monitoring Agency When Selling the Home**

There is a limit on the resale price of your home. When you are planning to sell your home, you are required to notify the Town of Boxborough and the monitoring agent (Boxborough Housing Board). The Maximum Resale Price, as defined in the deed rider, is determined by the Monitoring Agent (Boxborough Housing Board) pursuant to notice being given by the homeowner.

### **2. Offer to Municipality to Purchase the Property**

After you provide the notice to the town that you plan on selling your home, the town has 30 days to notify you in writing whether they will exercise their “right of first refusal.” The town can:

- a. Locate an eligible purchaser of the property, or
- b. Purchase the property on behalf of the town at the Maximum Resale Price.

The town has 120 days from the time you notify the town to purchase the property or find an eligible purchaser.

### **3. Marketing Your Property to Eligible Purchasers**

If the town does not exercise its “right of first refusal,” does not locate an eligible buyer, or fails to notify you within 30 days (see #2 above), then you must make “diligent efforts” to find an eligible purchaser within 150 days from when you begin marketing the home. This 150 day period begins on the date of the first advertisement for sale. An eligible purchaser is a purchaser whose household includes a person age fifty-five (55) or older who intends to occupy the Property as his or her primary residence and whose household income is not more than 80% of the area median income. Diligent efforts mean:

- Placing an ad in the real estate section of at least one newspaper of general circulation for a period of three consecutive weeks.
- The receipt of satisfactory evidence that the purchaser qualifies as an “eligible purchaser.”

If you are unable to locate an eligible purchaser within 150 days from the date the property is put on the market, you may sell the property to any buyer (even if they are not an eligible purchaser) at fair market value. However, you must notify the Monitoring Agent of your intent to sell the property at fair market value at which time the Monitoring Agent shall have a right of second refusal to purchase the property at the Maximum Resale Price for a period of 30 days. If the property is sold to a party at fair market value, all sales proceeds that exceed “the maximum resale price” must be paid directly to the town. The town must deposit these funds into an “affordable housing fund” to support affordable housing efforts within the town.

### **4. Documentation of Eligible Purchaser**

After you have found a purchaser of your property and prior to the closing date, the monitoring agent must obtain and sign an “Eligible Purchaser Certificate” indicating that the sale of the property is in compliance with the deed rider provisions. In addition, the new purchaser must sign a new deed rider and the monitoring agent must certify this as well.

### **5. Restrictions Relative to Leasing and/or Financing**

The property cannot be leased, refinanced, encumbered or mortgaged without the prior written consent of the monitoring agent.

112 Summer Road  
Summerfields Condominiums

Application for Affordable Unit

Date of Application: \_\_\_\_\_

**Section I:**

**Applicant**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Social Security Number: \_\_\_\_\_

Telephone: \_\_\_\_\_ (home)

\_\_\_\_\_ (business)

Do you rent or own? \_\_\_\_\_

Do you presently live in Boxborough? \_\_\_\_\_

(Attach one of the following: Rent receipt, mortgage statement, utility bill, census listing or voter registration)

Have you ever lived in Boxborough? \_\_\_\_\_

Dates of residency: \_\_\_\_\_

Do any family members live in the town? \_\_\_\_\_

If so, what is your relationship to them? \_\_\_\_\_

Are you an employee of the town, Blanchard School or the Acton-Boxborough Regional School System? \_\_\_\_\_ How long? \_\_\_\_\_

(Attach supporting documentation, pay stub or letter from town)

Do you have any other relationship to the town of Boxborough? (if so, explain)

\_\_\_\_\_

**Co-Applicant**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Social Security Number: \_\_\_\_\_

Telephone: \_\_\_\_\_ (home)

\_\_\_\_\_ (business)

Do you rent or own? \_\_\_\_\_

Do you presently live in Boxborough? \_\_\_\_\_

(Attach one of the following: Rent receipt, mortgage statement, utility bill, census listing or voter registration)

Have you ever lived in Boxborough? \_\_\_\_\_

Dates of residency: \_\_\_\_\_

Do any family members live in the town? \_\_\_\_\_

If so, what is your relationship to them? \_\_\_\_\_

Are you an employee of the town, Blanchard School or the Acton-Boxborough Regional School System? \_\_\_\_\_ How long? \_\_\_\_\_

(Attach supporting documentation, pay stub or letter from town)

Do you have any other relationship to the town of Boxborough? (if so, explain)

\_\_\_\_\_

**Section II:**

**Employment Status:**

**Applicant:**

**Co-Applicant:**

Occupation: \_\_\_\_\_

Occupation: \_\_\_\_\_

Present employer: \_\_\_\_\_

Present employer: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Length of employment: \_\_\_\_\_

Length of employment: \_\_\_\_\_

Annual Gross Wage/Salary: \_\_\_\_\_

Annual Gross Wage/Salary: \_\_\_\_\_

**Section III:**

**Income and Earnings:**

Household income includes Gross wages and other sources of income as described below. **Attach all third party verification documentation of your sources of income (5 consecutive recent pay stubs, social security documentation, pension documentation, form 1040 of the 2007 tax return** If information is not applicable, mark N/A.

If no income is identified as associated with one or another class of asset (see Section IV), income will be imputed at 1.0% on the equivalent fair market capital value of non-income producing assets, pursuant to guidelines and policies of the United States Department of Housing and Urban Development (HUD).

**Applicant:**

Employment Earnings: \_\_\_\_\_

Retirement: \_\_\_\_\_

Public Assistance: \_\_\_\_\_

Unemployment Compensation: \_\_\_\_\_

Social Security: \_\_\_\_\_

Pension/Disability: \_\_\_\_\_

Supplemental Second Income: \_\_\_\_\_

Interest/Dividends: \_\_\_\_\_

Veterans Benefits: \_\_\_\_\_

Alimony/Support: \_\_\_\_\_

Deferred Compensation Program: \_\_\_\_\_

Imputed Income: \_\_\_\_\_

Other: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Co-Applicant:**

Employment Earnings: \_\_\_\_\_

Retirement: \_\_\_\_\_

Public Assistance: \_\_\_\_\_

Unemployment Compensation: \_\_\_\_\_

Social Security: \_\_\_\_\_

Pension/Disability: \_\_\_\_\_

Supplemental Second Income: \_\_\_\_\_

Interest/Dividends: \_\_\_\_\_

Veterans Benefits: \_\_\_\_\_

Alimony/Support: \_\_\_\_\_

Deferred Compensation Program: \_\_\_\_\_

Imputed Income: \_\_\_\_\_

Other: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Section IV:**

**Assets:**

Assets include cash, the net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds and other forms of capital investment. Do not include the value of personal property such as furniture and automobiles. **Attach third party verification of all liquid assets (current bank statements, brokerage statements, stocks, bonds, etc.)**

**Assets Applicant:**

Bank: \_\_\_\_\_ Address: \_\_\_\_\_

Savings Account No. \_\_\_\_\_ Balance: \_\_\_\_\_

Checking Account No. \_\_\_\_\_ Balance: \_\_\_\_\_

Other (e.g. CD's, Stocks) Account No. \_\_\_\_\_ Balance: \_\_\_\_\_

*Securities:*

Bank/Broker: \_\_\_\_\_ Address: \_\_\_\_\_

Account No. \_\_\_\_\_ Balance: \_\_\_\_\_

Bank/Broker: \_\_\_\_\_ Address: \_\_\_\_\_

Account No. \_\_\_\_\_ Balance: \_\_\_\_\_

(Attach additional pages, if necessary)

**Assets Co-Applicant:**

Bank: \_\_\_\_\_ Address: \_\_\_\_\_

Savings Account No. \_\_\_\_\_ Balance: \_\_\_\_\_

Checking Account No. \_\_\_\_\_ Balance: \_\_\_\_\_

Other (e.g. CD's, Stocks) Account No. \_\_\_\_\_ Balance: \_\_\_\_\_

*Securities:*

Bank/Broker: \_\_\_\_\_ Address: \_\_\_\_\_

Account No. \_\_\_\_\_ Balance: \_\_\_\_\_

Bank/Broker: \_\_\_\_\_ Address: \_\_\_\_\_

Account No. \_\_\_\_\_ Balance: \_\_\_\_\_

(Attach additional pages, if necessary)

**Section V:**

**Real Estate:**

Please read the information packet regarding real estate sales requirements. Complete the following information if applicant or co-applicant owns any real estate.

Primary Residence:

Address: \_\_\_\_\_

Owned Jointly? (Y/N) \_\_\_\_\_

Names on Title/Deed: \_\_\_\_\_

Estimated Market Value: \_\_\_\_\_

Less:

Outstanding Mortgage Balance: \_\_\_\_\_

Estimated Closing Costs: \_\_\_\_\_

Estimated Cash Value adjusted  
for closing costs: \_\_\_\_\_

Attach a copy of recent Estimated Market Value from a licensed real estate broker or an appraiser and a current mortgage statement. Tax bills are not acceptable forms of market valuation.

Secondary Residence:

Address: \_\_\_\_\_

Owned Jointly? (Y/N) \_\_\_\_\_

Names on Title/Deed: \_\_\_\_\_

Estimated Market Value: \_\_\_\_\_

Less:

Outstanding Mortgage Balance: \_\_\_\_\_

Estimated Closing Costs: \_\_\_\_\_

Estimated Cash Value adjusted  
for closing costs: \_\_\_\_\_

Attach a copy of recent Estimated Market Value from a licensed real estate broker or an appraiser and a current mortgage statement. Tax bills are not acceptable forms of market valuation.

Other Real Estate:

Address: \_\_\_\_\_

Owned Jointly? (Y/N) \_\_\_\_\_

Names on Title/Deed: \_\_\_\_\_

Estimated Market Value: \_\_\_\_\_

Less:

Outstanding Mortgage Balance: \_\_\_\_\_

Estimated Closing Costs: \_\_\_\_\_

Estimated Cash Value adjusted  
for closing costs: \_\_\_\_\_

Attach a copy of recent Estimated Market Value from a licensed real estate broker or an appraiser and a current mortgage statement. Tax bills are not acceptable forms of market valuation.

**Section VI:**

**Additional Information:**

What is the size of your household? \_\_\_\_\_

Name	Date of Birth	Social Security #	Relationship
_____	_____	_____	_____
_____	_____	_____	_____

Completing the following information will help us in fulfilling affirmative action requirements and may qualify you for a preference. Information will be used only as required by DHCD guidelines. Please check the appropriate column(s).

	Applicant	Co-Applicant
American Indian/Alaskan Native	_____	_____
African American	_____	_____
Cape Verdean	_____	_____
Hispanic/Latino	_____	_____
Asian/Pacific Islander	_____	_____
White	_____	_____

**Section VII:**

The undersigned warrants and represents that all statements herein are true. It is understood that the sole use of this application is to establish the preliminary requirements for placement into a lottery and to have an opportunity to purchase an affordable home at Summerfields Condominium in Boxborough, MA.

\_\_\_\_\_  
Applicant Signature/Date

\_\_\_\_\_  
Co-Applicant Signature/Date

Attachments: Lottery Application Affidavit  
Consent Form  
Deed Rider Consent Form  
Condominium Rules and Regulations

Based upon the preliminary information provided it is my judgment that the applicant qualifies to participate in the lottery for affordable homes at Summerfields in Boxborough, MA. However, if selected, all information provided shall be verified for accuracy at the time of mortgage application.

\_\_\_\_\_  
Certifying Agent Signature/Date

**Important:**

**Your application should include the following documentation:**

- \_\_\_ Mortgage pre-approval letter
- \_\_\_ Five consecutive pay stubs
- \_\_\_ Social Security, pension statements, other income documentation if applicable
- \_\_\_ Your 2007 tax return
- \_\_\_ Third party verification of assets (one month for the following):
  - Bank statements
  - Brokerage statements
  - Stocks
  - Bonds
- \_\_\_ Copy of recent estimated market value from a licensed real estate broker or an appraiser
- \_\_\_ Current mortgage statement (if currently own real estate)
- \_\_\_ Lottery Application Affidavit & Disclosure (signed)
- \_\_\_ Consent Form (signed)
- \_\_\_ Deed Rider Form (signed)
- \_\_\_ Summerfields Condominium Rules and Regulations (initialed)

## Summerfields Condominium

### LOTTERY AFFIDAVIT & DISCLOSURE

I/We certify that I/we intend to sell all residences that I/we presently own, as required by the program. (This condition will be verified throughout the process.)

I/We certify that my/our household income is \$\_\_\_\_\_, as documented herein, and does not exceed the income limits provided in the Lottery Information Packet. I/We understand that total income may change due to an imputed interest figure on assets, which may cause income to exceed the HUD income limitations.

I/We certify that my/our household assets total \$\_\_\_\_\_, (cash, savings, checking, insurance proceeds, brokerage accounts, stocks, bonds, etc, plus net value of any real estate if applicable, as noted on the application) as documented herein, does not exceed the household asset limitation stated in the Lottery Information Packet.

The household size listed on the application form includes only and all the people that will be living in the residence.

All data supplied on the application is true and accurate to the best of my/our knowledge and is able to be verified if requested.

I/We understand that all data supplied to the bank for mortgage purposes can be reviewed by the Boxborough Housing Board or their designated agent, as needed, to verify application data.

Program requirements are established by the Boxborough Housing Board and are subject to periodic revision. I/we agree to be bound by whatever program changes may be imposed at any time throughout the entire condominium unit acquisition process even if such changes result in my/our disqualification from that process. If any program conflicts arise, I/we agree that any determination made by the Boxborough Housing Board shall be final.

I/We understand that if I/we are selected in the lottery, the Boxborough Housing Board does not guarantee that I/we will be permitted to purchase a condominium unit. I/We understand that all application data will be verified, and that my/our qualifications will be reviewed in detail prior to purchasing a condominium unit. I/We understand that the submission of any incorrect or misleading information or the failure to disclose any pertinent financial information may result in the rejection of my application by the Boxborough Housing Board and the elimination of my ability to purchase a condominium unit through this program.

I/We understand that if I/we are selected to purchase a condominium unit, I/we intend to occupy the unit as my/our year-round residence and I/we must continue to meet all eligibility requirements of the Town of Boxborough and the Boxborough Housing Board during the lottery process and while occupying the condominium unit. I/We understand that, if selected, the Town of Boxborough will require an annual affidavit attesting that I/we are the owner(s) and year-round occupant(s) of the affordable unit.

I/We understand that it is my/our obligation to secure the necessary mortgage for the purchase of the condominium unit. All expenses, including closing costs and down payments, are my/our responsibility.

I/We have completed an Application for Affordable Housing form and have reviewed and understand the process that will be used to distribute the available affordable housing. I/We are qualified based upon the program guidelines and agree to comply with applicable regulations.

*I affirm that the foregoing information is true, accurate and complete to the best of my knowledge under the pains and penalties of perjury.*

\_\_\_\_\_

Name

\_\_\_\_\_

Date

*I affirm that the foregoing information is true, accurate and complete to the best of my knowledge under the pains and penalties of perjury.*

\_\_\_\_\_

Name

\_\_\_\_\_

Date

**Boxborough Housing Board**

29 Middle Rd  
Boxborough, MA 01719

**The undersigned authorizes the Boxborough Housing Board or its agent to verify any and all income and assets, and other financial information, to verify any and all household, resident location and workplace information of the undersigned and directs any employer or financial institution to release any information to the Boxborough Housing Board or its agent for the purpose of determining eligibility in the lottery process to purchase an affordable condominium unit at Summerfields Condominium, Summer Road, Boxborough, Massachusetts.**

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Co-Applicant

\_\_\_\_\_  
Date

All household members with income and assets must provide the information, as required on the application, and sign and return this form with the application.

# Boxborough Housing Board

29 Middle Rd  
Boxborough, MA 01719

## Deed Rider Consent Form

### Affordability and Resale Restrictions

I/We have read the summary of resale restrictions in the Information Packet and agree to the resale restriction. I/We have been advised that a copy of the Deed Rider is on file at the Boxborough Town Hall and available for my/our further review during normal business hours. I/We also understand that, if selected in the lottery to purchase a unit, a full copy of the Deed Rider will be provided.

I/We have read the Summerfields Condominium Rules and Regulations and agree to abide by them.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant

\_\_\_\_\_  
Date

*This form must be signed by all household members who will be listed on the mortgage and returned with your application.*

# **RULES AND REGULATIONS**

## **Summerfields IV Condominium, Boxborough, Massachusetts**

All Units and the Common Areas and Facilities of Summerfields IV Condominium, as those terms are defined in the Summerfields IV Condominium Master Deed, shall be subject to the following Rules and Regulations, unless otherwise permitted by written instrument executed by the Board of Governors. These Rules and Regulations may not please everyone, as it is impossible to satisfy each and every individual. The Board of Governors, however, feels that the Rules and Regulations will not only satisfy the great majority of the occupants of the condominium, but will enhance the experience of all persons living in Summerfields IV Condominium.

### **USE OF THE CONDOMINIUM:**

No Unit shall be used for any purpose other than as a dwelling for one family, restricted to residential use and occupancy by senior citizens, fifty-five (55) years of age and older ("Qualified Person"), their spouses, (including the surviving spouse of a deceased Qualified Person), and/or a relative by blood or marriage of a Qualified Person or of such spouse, provided that such relative must be fifty-five (55) years of age or older (a "Qualified Relative") (as set forth in Section 9 of the Master Deed).

No business activities of any nature shall be conducted in any Units except that a person residing in any Unit may maintain therein an office for his or her professional use (if permitted by Town Ordinances), but no employees or persons other than a resident of such Unit shall engage therein in any such activities and no such office shall be advertised, held out or used as a place for service to clients or patients.

### **LEASED UNITS:**

Excluding Units owned by the Declarant, no Unit shall be rented, let, leased, or licensed for use or occupancy by other than the Unit Owner(s) thereof without the prior written approval of the Board of Governors and provided that such lease or occupancy agreement (a) is for a period of at least one

year, (b) is for the entire Unit (unless specifically authorized by the Board of Governors), and (c) specifically provides that such lease or occupancy agreement is subject in all respects to the provisions of the Master Deed, the By-Laws, and Rules and Regulations; provided, however that the restrictions in this clause shall not apply to any institutional first mortgage lender in possession of any Unit following a default by a Unit Owner in his mortgage or holding title to a Unit by virtue of a mortgage foreclosure proceeding or deed or other agreement in lieu of foreclosure.

- (a) All Unit Owner(s) who do not reside in the Unit(s) shall register with the Board of Governors and condominium management company (if applicable) the names addresses, and phone numbers of tenants in each Unit owned by the Unit Owner(s) within seven (7) days of commencement of the lease for said Unit(s).
- (b) All Unit Owner(s) who do not reside in the Unit(s) are responsible for the acts or omissions of any tenant(s), and shall be liable for violations of any rule or regulation by said tenant(s).
- (c) All Unit Owners who do not reside in the Unit(s) shall protect the rights of other Unit Owners (or their tenants, if applicable) who reside in units adjoining the Unit(s) being rented, by enforcement of excessive noise and parking regulations contained in these Rules and Regulations.
- (d) The Board of Governors reserves the right to require separate damage deposits for Unit(s) being rented, to be held in escrow by the Board of Governors.

The Board of Governors reserves the right to review any proposed lease or occupancy agreement of any Unit(s) (excluding those owned by Declarant) and to approve or disapprove of the proposed lease or occupancy agreement, in its sole discretion. Pursuant to Massachusetts Law, The Board of Governors shall not make any inquiry concerning the race religions creed, color, national origin, sex, age (except to verify compliance with the age restriction, in accordance with requirements of the Comprehensive Permit), ancestry, or marital status of the applicant, or concerning the fact that the applicant is a veteran or in the armed forces, or is blind. No Unit Owner may lease a Unit to any lessee(s) who have not been approved by the Board of Governors.

PETS:

Unit Owner(s) may keep pet(s) under the following conditions:

- (a) Unit Owner(s) shall be entitled to keep one (1) pet, either a cat or a dog under Fifty (50) pounds per Unit. Should the pet or pets become a nuisance, in the sole view and discretion of the Board of Governors, then the Board of Governors will give a written warning to the Unit Owner for a first offense; a written notice for a second offense, together with the imposition of a \$500 fine for such offense; and if a notice of third offense is given, the Board of Governors may, in their sole discretion, impose a fine of \$1,000 for such offense or require the Unit Owner immediately remove the pet(s) from the Condominium premises (including the Unit), or both. The Board of Governors will provide such notices except in the event that the pet(s) has caused personal injury or damage to property in excess of \$2,000, in which event the Unit Owner shall immediately remove the pet(s) from the Condominium premises and the Unit. Such monetary penalties shall be in addition to any costs or expenses to repair any damage caused by the pet(s).
- (b) Pets shall be suitably leashed whenever they are on the Condominium premises outside the interior of any Unit and the Board of Governors shall have the right to require the owner of any animal to clean up after it, repair any damage caused by it, and/or to remove or require the removal from the Condominium premises, as detailed above.
- (c) Unit Owners agree that their pets shall be allowed to relieve themselves in designated areas only, and that the Unit Owner(s) will scoop droppings off common areas for proper disposal. The Unit Owner(s) of a pet assume(s) full liability for all damages caused by such pet, whether to persons or property, or to the Condominium Association. All dogs must be licensed by the proper authorities. Pets shall be leashed at all times outside the Unit(s); pets may not be confined to Common Areas by chains, anchors, ropes, electric fencing devices, or the like. The Unit Owner(s) is/are responsible for getting pets properly inoculated.

## APPEARANCE:

There shall be no parking of baby carriages or play pens, bicycles, wagons, toys, vehicles (including recreational vehicles and boats), benches, or chairs on any part of the common areas, except that roads, parking areas, and driveways may be used for their normal and intended purposes of parking Unit Owners' automobiles. No gymnasiums or swing sets can be erected on the common area by Unit Owners.

Nothing shall be altered or constructed in, or removed from the common areas except upon written consent of the Board of Governors.

The common areas shall not be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Board of Governors.

The architectural integrity of the Buildings and the Units shall be preserved without modification, and to that end, no awning, screen, banner, antenna, satellite dish, or sign and no exterior change, addition structure, projection decoration, or other feature shall be erected or placed upon or attached to any exterior portion of any Unit, except that the American Flag may be displayed provided that proper protocol is followed. No addition to, or change, or replacement of any exterior light, doorknocker, or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window. All window and door treatments facing the front of any building must be white in color or lined in white so as to appear white from the exterior.

Unit Owner(s) will not be allowed to put names on any Building or Common Area, except in the proper places in or near the mailboxes provided for the use of the Unit occupied by the Unit Owners respectively. All mailboxes and numbers will be supplied by the Board of Governors.

No clothes, clotheslines, laundry, or any other kind of articles shall be hung out of the Units. Garbage cans shall not be placed outside of any Unit. Garbage and refuse from the Units shall be disposed of only at such times and in such a manner as the Board of Governors may direct; but in all cases, garbage and refuse shall be held in the Unit Garage until day of pick up, unless other storage is provided. There shall be no trash dumpsters on the Common Areas or outside any Unit.

No repairing of automobiles shall take place within the Condominium, nor shall driveways be used for any purpose other than to park motor vehicles and bicycles, but expressly excluding trucks (which term shall not include an SUV used for non-commercial purposes), motorcycles, panel vans, boats, and trailers and commercial vehicles, without prior written consent of the Board of Governors. Notwithstanding the foregoing, in cases of emergency, commercial vehicles may be parked within the Condominium. No Unit Owner shall park more than three (3) motor vehicles per Unit within the Condominium, without prior written consent of the Board of Governors.

In instances where vehicles using the parking areas and facilities of the Condominium do not comply with the foregoing, or in the case of unregistered vehicles, the Board of Governors is authorized to allow the towing of the non-complying vehicles at the sole expense of the owners of such vehicles or the Unit Owner(s) where such vehicles are kept..

"For Sale" signs or other window displays or advertising shall not be maintained or permitted in any part of the Condominium or in any Unit therein. The right is reserved by the Declarant (Summer Road Development, LLC), or its Agents to place "For Sale", "For Lease", or "For Rent" signs on any unsold or unoccupied Units or on any part of the Common Areas on the Buildings.

#### REPAIRS:

All use and maintenance of Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units, in accordance with provisions with respect thereto from time to time promulgated by the Board of Governors.

The agents of the Board of Governors or the managing agent, and any contractor or unknown authorized by the Board of Governors or the managing agent, if any, may not enter any Unit without scheduling time with Unit Owner (except in case of emergency) for the purpose of inspecting such Unit and for the purpose of performing work.

#### QUIET ENJOYMENT:

No offensive activity such as yard/garbage sales or retail sales of any kind shall be carried on in the Common Areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, lessors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners.

#### INSURANCE AND SAFETY:

Nothing shall be done or kept in any Unit that will increase the rate of insurance on the Condominium, or contents thereof, applicable for residential use, without the prior written consent of the Board of Governors. No Unit Owner shall permit anything to be done, or kept in his unit, which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law.

The Unit Owners shall comply with the Rules and Regulations of the New England Fire Rating Association or other insurance inspection or rating bureau having jurisdiction thereof and with the Rules and Regulations contained in any fire insurance policy upon any building of the condominium or the property contained therein.

#### SEPTIC SYSTEM:

No person shall:

1. discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff or subsurface drainage, to any sanitary sewer;
2. discharge or cause to be discharged any of the following described waters or wastes to any sewers:
  - (a) any gasoline, kerosene, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas;
  - (b) any non-latex paints, paint thinners, paint removes or strippers;

- (c) any organic solvent or any liquid containing any organic solvent including Acetone, Benzene, Bromodichloromethane, Bromoform, Bromomethane, Carbon Tetrachloride, Chlorobenzene, Chloroethane, 2-Chloroethylvinyl Ether, Chloroform, 1,2-Dichlorobenzene, 1,3-Dichlorobenzene, 1,4-Dichlorobenzene, 1,1-Dichloroethane, 1,2-Dichloroethane, trans-1,2-Dichloroethene, cis-1,3-Dichloropropene, trans-1,3-Dichloropropene, Ethyl Benzene, Methylene Chloride, 1,1,2,2-Tetrachloroethane, Tetrachloroethene, Toluene, 1,1,1-Trichloroethane, 1,1,2-Trichloroethane, Trichloroethane, Trichlorofluoromethane, Vinyl Chloride;
  - (d) any lubricating or hydraulic fluids, including waste crankcase oil, brake fluid, transmission fluid, and lithium grease;
  - (e) any photographic fluids including waste developer, fixer and rinsewater;
  - (f) any pesticide including insecticides, fungicides, rodenticides and herbicides of any sort;
  - (g) any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant;
  - (h) any waters or wastes having a pH higher than 9.5 or lower than 5.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works; and
  - (i) solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ash, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc. either whole or in parts.
3. discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the Board of Governors or its agent that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving waters, or can otherwise

endanger life, limb, public property, or constitute a nuisance. In forming the opinion as to the acceptability of these wastes, the Board of Governors or its agent will give consideration to such factors as the quantities of subject wastes in relation to flows or velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, and other pertinent factors. The substances prohibited are:

- (a) any liquid or vapor having a temperature higher than 150 degrees F (65 degrees C);
- (b) any water or wastes containing fats, wax, grease or oils, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32 degrees F and 150 degrees F (0 degrees C and 65 degrees C);
- (c) any garbage that has not been properly shredded. The installation and operation of any garbage grinder is strictly prohibited; and
- (d) waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment process employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

4. maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is a part of the sewage works. Any person violating this provision shall be reported to the local police and shall be subject to immediate arrest under charge of disorderly conduct. Additionally, any person violating this provision shall be required to reimburse the Board of Governors and/or the Condominium Association for any cost incurred or arising, directly or indirectly, as a result of such violation, and the Board of Governors may enforce.

#### COLLECTION OF OVERDUE COMMON AREA FEES:

The Board of Governors may impose a late charge of one hundred dollars (\$100.00) if any annual assessment, monthly installment, fine or late charge, interest or legal fees (the "assessment") is not

received by the fifteenth (15<sup>th</sup>) day of the month when due, the Board of Governors may impose additional late charge of not more than one hundred dollars (\$100.00) per month until payment in full is received.

If the Unit Owner is in default of the payment of an assessment for a period of more than sixty (60) days, the Board of Governors may accelerate any remaining installments of the assessment for the fiscal year. Prior to accelerating the remaining installments, the Board of Governors shall give notice to the Unit Owner, and if the delinquent installment or assessment has not been theretofore paid, the then unpaid balance of the assessment shall become due and payable upon the date stated in the notice, which date shall not be less than five (5) days after the delivery of the notice to the Unit Owner or not less than ten (10) days after the mailing of such notice to the Unit Owner by registered or certified mail, whichever shall occur first.

#### VIOLATIONS:

Violation of any Rule or Regulation, or breach of any provision of the By-Laws, Master Deed or of the offending unit owner's Unit Deed, shall give the Board of Governors the right, in addition to any other rights, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity (or both) the continuation of any such breach. In addition to the foregoing, and not in substitution thereof, the Board of Governors shall have the power to levy fines against unit owners or residents for such violations. No fine may be levied for more than five hundred dollars (\$500.00) for any one (1) violation (except as to pets), but each day of a violation shall be considered a new violation. Collection of fines may be enforced against the Unit Owner(s) or residents involved as if the fine were common area charges owed by the particular Unit Owner(s). In the case of persistent violations by a Unit Owner or resident, the Board of Governors may require the noncompliant Unit Owner(s) to post a reasonable bond to secure adherence to said Rule and Regulation, By-Laws, Master Deed or the Unit Deed.

Any unit owner or resident who violates the Rules and Regulations (as the same may be amended and adopted from time to time), or the provisions of the By-Laws, Master Deed or the Unit Deed (as the same may be amended from time to time), or is responsible for any such violation, shall pay all costs and expenses incurred by the Condominium Association, including, without limitation,

reasonable attorney's fees, in conjunction with the enforcement of the Rules and Regulations, By-Laws, Master Deed or the said Unit Deed.

#### RIGHT TO HEARING:

Any Unit Owner aggrieved by any fine or penalty imposed by the Board of Governors shall have the right to a hearing before the Board of Governors, provided, however, that the Unit Owner requests a hearing in writing within ten (10) days of the Board's act or action which forms the basis of the Unit Owner's grievance. Said hearing shall be held within fourteen (14) days of receipt of the written request for hearing and shall be conducted in closed session, unless the Unit Owner requests in writing that the hearing be open to all other Unit Owners.

#### MISCELLANEOUS:

Damage by fire or accident affecting the Unit, Common Areas or Facilities will be promptly reported to the Condominium Association immediately following the occurrence thereof.

The use of Units by Unit Owners, or any occupant, or any member of his family, or his agent, servant, employee, licensee, lessee or visitor, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and the sole risk of the respective Unit Owners, and neither the Board of Governors, the Declarant, nor their respective agents, servants, employees, successors, or assigns shall bear any responsibility thereto.

There shall be no obstruction of the common areas nor shall anything be stored in or on the common areas without the prior written consent of the Board of Governors.

#### CONSENT:

If any provision of these Rules and Regulations requires consent of the Board of Governors, such consent may be withheld in the sole discretion of the Board of Governors. Any consent or approval

given under these Rules and Regulations may thereafter and at any time be added to, amended, or revoked.

**SEVERABILITY:**

If any rule of regulation, or any portion of any rule or regulation, is found to be invalid or unenforceable by a Court of competent jurisdiction, such invalidity or unenforceability shall not void or invalidate the remainder of or remaining portions of these Rules and Regulations.

**AMENDMENTS:**

The Board of Governors may amend these Rules and Regulations at any time, and from time to time, as provided in the Master Deed and By-Laws.

Received this \_\_\_\_\_ day of \_\_\_\_\_ in the year

\_\_\_\_\_  
name(s) signed and printed

\_\_\_\_\_  
name(s) signed and printed