

**AFFORDABLE HOUSING RESTRICTION**

**TOWN OF WENHAM**

\_\_\_\_\_ (“Grantor”), a  
\_\_\_\_\_ [form of entity], having an address of  
\_\_\_\_\_, its successors and assigns, for consideration of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_.00), hereby grants, with quitclaim  
covenants, to the **TOWN OF WENHAM** (the “Town”), a municipal corporation duly  
organized under the laws of Massachusetts and acting by and through its Board of  
Selectmen, having a usual place of business at 138 Main Street, Wenham, Massachusetts  
01984, its successors and assigns, exclusively for the purpose of ensuring the provision and  
retention of housing for occupancy by low and moderate income persons and households,  
the following described Affordable Housing Restriction (this “Restriction”) on the parcels of  
land located at \_\_\_\_\_, Wenham, Massachusetts, described more  
particularly in Exhibit A, attached hereto and incorporated herein, the same parcels also being  
the premises described in a deed recorded with the Essex Southern District Registry of Deeds  
in Book \_\_\_\_\_, Page \_\_\_\_\_ (the “Property”).

Recitals

WHEREAS, Grantor submitted an application to the Town of Wenham Community  
Preservation Committee (the “CPC”) for funds under G.L. c.44B, § 1, et seq., the Community  
Preservation Act (the “CPA”), for the purpose of creating and operating \_\_\_\_\_ (\_\_\_\_\_) units  
(the “Units”) of rental housing on the Property (the “Project”), all [or \_\_\_\_\_] of which  
Units shall be rented to persons and households having an income of no more than eighty  
percent (80%) of the area median income (as more particularly set forth herein, the “Low  
Income Units”), all as set forth more particularly herein;

WHEREAS, the Wenham Town Meeting, acting on the recommendation of the CPC,  
by the vote taken under Article \_\_\_\_\_ of the \_\_\_\_\_ [Annual/Special] Town  
Meeting, appropriated funds under the CPA in the amount of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) to fund the Project (the “CPA Grant”);

WHEREAS, the CPA Grant is contingent on Grantor granting the Town an affordable  
housing restriction ensuring that all the Units shall be rented to low and moderate income  
persons and households, as more particularly set forth herein, meeting the requirements of

G.L. c.44B, § 12(a), qualifying under G.L. c. 184, § 31, binding and enforceable by the Town in perpetuity;

[*if applicable*: WHEREAS, Grantor obtained a Comprehensive Permit from the Wenham Zoning Board of Appeals, recorded with the Essex Southern District Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ (the “Comprehensive Permit”), pursuant to which Grantor will develop the Project in accordance with the Comprehensive Permit;

WHEREAS, Grantor has entered into a separate Regulatory Agreement with the Department of Housing and Community Development (“DHCD”) and Town, which sets forth certain restrictions pertaining to the rental of the Low Income Units (as amended from time to time, the “Regulatory Agreement”), which permits the Low Income Units will be counted in the Town’s Subsidized Housing Inventory (“SHI”) so long as the Project remains in compliance with the terms of the Regulatory Agreement;

WHEREAS, DHCD has promulgated regulations at 760 CMR 56.00 (as amended from time to time, the “Regulations”) relating to the issuance of comprehensive permits under G.L. c. 40B, § § 20-23 (as amended from time to time, the “Act”), and has pursuant thereto issued its Comprehensive Permit Guidelines (the “Guidelines” and, collectively with the Regulations and the Act, the “Comprehensive Permit Rules”);]

[WHEREAS, the Town and the Developer have made application to DHCD to certify that the Low Income Units in the Project are Local Action Units (as that term is defined in the Guidelines) within the LIP Program The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2);

WHEREAS, in partial consideration of the execution of this Restriction, DHCD has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project;]

WHEREAS, it is the intent of the parties that so long as the Low Income Units are subject to the provisions of the Regulatory Agreement and in compliance therewith, the Regulatory Agreement and the Comprehensive Permit Rules/LIP Guidelines shall govern the tenant selection criteria, income eligibility, the leases to tenants, the maximum rent, and other requirements with respect to the Low Income Units;

WHEREAS, the Town has determined that the rights and restrictions granted to the Town under this Restriction serve the public’s interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of rents of the Low Income Units on the Property in order to assure their affordability by future low and moderate income tenants.

NOW, THEREFORE, for consideration of the CPA Grant, Grantor grants this Restriction to the Town, upon the following terms, in accordance with G.L. c. 184, § § 31-33 and otherwise by law:

1. Purpose. The purpose of this Restriction is to ensure that all the Low Income Units on the Property shall be rented to and occupied in perpetuity by Qualifying Households, as set forth more particularly herein. Grantor shall not permit the use and occupancy of any Low Income Unit for any purpose other than rental to Qualifying Households in accordance with the Affordability Commitments (defined below). The recitals set forth in the preamble are incorporated herein in their entirety.

2. Permitted Uses. The Property shall be used only for the Project. Grantor shall construct and operate the Project in accordance with the plans and specifications approved by the Town. All Units must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and sanitary facilities. Materials used for the interiors of the Units must be of good quality. The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit, if applicable, the Project must also comply with all applicable by-laws, rules, and regulations. Any use of the Property or activity thereon which is inconsistent with the purpose of this Restriction is expressly prohibited. Grantor shall carry out each activity provided for in this Restriction in compliance with all applicable federal and state laws and regulations.

3. Units. During the term of this Restriction, all the Low Income Units shall be rented to persons and/or households whose annual income is at or below eighty percent (80%) of the Area Median Income, adjusted for household size, as determined by the Department of Housing and Urban Development (“HUD”) (the “Qualifying Households”). The “Area” means the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area, as determined by HUD. The “Area Median Income” shall mean the median gross income for the Area, as determined from time to time by HUD. Grantor shall be governed by the income eligibility criteria, asset criteria, and other qualifying criteria established by HUD or by DHCD in the Comprehensive Permit Rules/LIP Program, as such criteria may be applicable to the Project. If HUD discontinues publication of Area Median Income or other criteria, the income statistics and eligibility criteria used by DHCD or the Massachusetts Housing Finance Agency for low and moderate income housing programs shall apply.

4. Rental Expenses; Continued Eligibility. (a) Except as provided below, the annual rental expense for each Low Income Unit, including applicable utility allowances for heat, electricity and hot water, shall not exceed thirty percent (30%) of the income of a Qualifying Household, adjusted for household size, assuming that household size shall be equal to the number of bedrooms in the unit plus one. Notwithstanding the foregoing, if a unit or household has a subsidy commitment through any federal or state rental assistance program, then the maximum tenant portion of the rent, and the maximum total rent that may be collected by Grantor (including the tenant portion of the rent and the rental assistance subsidy payment), shall each be as permitted by such program.

(b) In determining the maximum monthly rent that may be charged for a Low Income Unit under this Section, Grantor shall include an allowance (or a DHCD heat deduction) for any utilities and services (excluding telephone) to be paid by the Qualifying Household. Adjusted income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) or by DHCD 760 CMR 6.00 (or any successor regulation) using assumptions provided by HUD or by DHCD.

(c) Any Unit occupied by a Qualifying Household at the commencement of occupancy shall be deemed an affordable unit, so long as (i) such Unit continues to be rent-restricted and (ii) the tenant's income does not exceed 140% of the maximum income (as defined in Section 42(g)(1) of the Internal Revenue Code) or (ii) the Grantor rents the next available Unit in the Project as a Low Income Unit in conformance with the Affordability Commitments herein (defined below). If, after initial occupancy, the income of a tenant in a Low Income Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(d) Notwithstanding anything to the contrary herein, to the extent that the Regulatory Agreement or any other agreement that Grantor enters into with any public or quasi-public lender or program (such as the low-income housing tax credit program) imposes affordability requirements on Grantor and the Project at least as restrictive as those set forth herein (each such public or quasi-public lender or program, including the Regulatory Agreement, is referred to herein as a "Public Subsidy Program"), then a household's adjusted income for purposes of determining income eligibility and maximum rents shall be determined in accordance with the applicable guidelines and regulations of such Public Subsidy Program. If any of the Low Income Units are tax credit units, then a household's adjusted income for purposes of determining income eligibility and maximum rents shall be determined in accordance with Section 42(g)(1) of the Internal Revenue Code.

5. Resident Selection. Prior to selecting the tenants, Grantor shall submit to the Town a Tenant Selection Plan, prepared by Grantor in accordance with the Comprehensive Permit Rules and approved by DHCD, and, to the extent not subject to DHCD's review, approved by the Town. Tenant shall select tenants for the Low Income Units in a fair and impartial manner, based on the Tenant Selection Plan, which shall be made available to such tenants upon request. Such Tenant Selection Plan must comply with any and all applicable laws, rules, regulations and bylaws, including the Comprehensive Permit Rules.

6. Affirmative Marketing Plan. Grantor shall also provide the Town with an affirmative marketing plan acceptable to the Town, or a plan approved by DHCD. The affirmative marketing plan must comply with all applicable statutes, regulations and executive orders and with any DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

7. Income Determinations. During the term of this Restriction, Grantor shall lease all the Low Income Units to Qualifying Households in accordance with the terms of this Restriction. Grantor represents, warrants and covenants that the determination of whether a household is a Qualifying Household shall be made by Grantor at the time of leasing of each Low Income Unit and thereafter at least annually on the basis of the current income of such household. In initially verifying a household's income, Grantor shall examine the source documents evidencing annual income (e.g. wage statements, interest statements, unemployment compensation statements) for the household. Grantor shall maintain, until six (6) years after the respective tenant vacates a Low Income Unit, as part of its Project records, copies of all leases of the Low Income Units in the Project and all initial and annual income certifications by tenants of such Units. Grantor shall provide the Town with such other information as Grantor is required to provide under any Public Subsidy Program, and such other information as the Town may reasonably request to ensure compliance with the terms of this Restriction, subject to statutory and regulatory requirements regarding tenant confidential information and the provisions of the Public Records Law.

8. Rent Schedule. Projected initial monthly rents and allowances for utilities and services for all the Low Income Units shall be as set forth in Exhibit B attached hereto, subject to change from time to time (if necessary to reflect any changes in Area Median Income) in accordance with the terms and provisions of this Restriction and any applicable Public Subsidy Program. Annually, as part of the annual reports required under Section 11, Grantor shall submit to Town a proposed schedule of monthly rents and monthly allowances for utilities and services for all the Units. The rent schedule shall include the maximum rents applicable to the Low Income Units. The submission shall include in its cover letter the following legend in boldface, upper case letters: **“FAILURE BY THE TOWN TO OBJECT TO THE ENCLOSED PROPOSED SCHEDULE OF RENTS AND ALLOWANCES WITHIN THIRTY (30) DAYS OF RECEIPT SHALL BE DEEMED APPROVAL OF SAME.”** The Town's rights to approve rents shall be limited to compliance of the Low Income Units with the rent-restriction requirements of Section 4. If a response is not received from the Town within thirty (30) days of submission, the proposed rents and allowances will be deemed approved. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least thirty (30) days' prior written notice by Grantor to all affected tenants. The Town hereby agrees that, if Grantor obtains financing for the Project from a Public Subsidy Program, the Town will accept, in satisfaction of the above-described annual rent and allowance schedule, the annual rent and allowance schedule for the Low Income Units approved under such Public Subsidy Program, provided that all the Low Income Units are counted in the Town's SHI.

9. Leases. All leases for the Low Income Units shall be consistent with the requirements of the applicable Public Subsidy Program. If no Public Subsidy Program is applicable to the leases, then all leases for the Low Income Units shall be consistent with the requirements set forth herein, shall be for terms of not less than one (1) year (unless a shorter term is specified by mutual agreement between the tenant and Grantor, subject to the requirements of the Public Subsidy Program and shall require tenants to provide information

required for Grantor to meet its reporting requirements hereunder. Grantor may not terminate the tenancy or refuse to renew the lease of an occupant of such Unit except (i) for serious or repeated violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state or local law; or (iii) for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by Grantor's service on the tenant of a written notice specifying the grounds for the action.

The lease shall also contain clauses, among others, wherein each resident of such Low Income Unit: (a) certifies the accuracy of the statements made in the application and income survey; (b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from Grantor or the Town; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of the tenant's occupancy; and (c) agrees that at such time as Grantor and/or the Town may direct, but at least annually, he or she will furnish to Grantor a certification of the then-current family income, with such documentation as the Town shall reasonably require; and agrees to such charges as the Town has previously approved for any facilities and/or services which may be furnished by Grantor or others to such resident upon his or her request, in addition to the facilities included in the rentals, as amended from time to time.

10. Affordability Commitments. The requirement and other provisions of Sections 1 through 9 above are referred to as the "Affordability Commitments."

11. Annual Compliance Report. Grantor agrees to prepare and deliver annually a report to the Town regarding the compliance of the Project with the Affordability Commitments (the "Annual Compliance Report"). The Annual Compliance Report shall indicate the extent of non-compliance with the relevant reporting and/or substantive requirements, if any, and shall describe efforts being made by Grantor to remedy such non-compliance. Grantor shall deliver the Annual Compliance Report within one hundred twenty (120) days of the end of each calendar year during the term of this Restriction. Notwithstanding the foregoing, Grantor agrees to provide a monthly report to the Town during the initial rent-up period (following construction of the Units) and a quarterly report for a period of first two (2) years from the date that this Restriction is recorded with the Essex Southern District Registry of Deeds, detailing Grantor's actions with regard to, and compliance with, the Resident Selection Plan (and the other Affordability Commitments). Grantor shall also provide the Town with any affordability compliance report given by Grantor to DHCD or others under the requirements of any Public Subsidy Program.

11. Nondiscrimination. Grantor shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Units or in connection with the employment or application for employment of persons for the operation and management of the Project. Grantor shall not discriminate against, or refuse to lease, rent or otherwise make available the Units to a holder of a certificate under the Federal Housing Choice Voucher

Program or a holder of a comparable document evidencing participation in any state or federal tenant-based assistance program because of the status of the prospective tenant as a holder of such rental voucher or comparable tenant-based assistance document.

12. No Demolition. Grantor shall not, during the term of this Restriction, demolish any part of the Project or substantially subtract from any real or personal property included within the Property except in conjunction with renovation or rehabilitation of the Units or construction of a new project on the Property, in either case subject to the prior written consent of the Town, which consent may be granted or withheld in the Town's sole judgment.

13. Casualty. Grantor represents, warrants and agrees that if the Project, or any part thereof, shall be damaged or destroyed, Grantor shall use diligent efforts to repair and restore the Project to the same condition as existed prior to the event causing such damage or destruction if it is financially feasible to do so, and Grantor represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Restriction.

14. Inspection Grantor hereby grants to the Town and its duly authorized representatives the right to enter the Property, including the Units, during business hours, (a) upon 24 hours' notice, for the purpose of inspecting the Project to determine compliance with this Restriction or any other agreement between Grantor and the Town, and (b) after forty-five (45) days prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Restriction.

15. Term. (a) This Affordable Housing Restriction is intended to ensure that all the Low Income Units on the Property are rented to Qualifying Households, binding on Grantor and enforceable by the Town in perpetuity (and, at a minimum, for a term of ninety-nine (99) years). This Affordable Housing Restriction is intended to be construed as an affordable housing restriction as defined in G.L. c. 184, §31 which has the benefit of G.L. c. 184, §32, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law. Grantor hereby agrees that any and all requirements of the laws of The Commonwealth of Massachusetts to be satisfied in order for this Restriction to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that this Restriction runs with the land.

(b) Grantor intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Restriction regulating and restricting the use and occupancy of the Property: (a) shall be and are covenants running with the Property, encumbering the Property for the longest period allowed by law (which shall be a minimum of ninety-nine (99) years), and binding on Grantor's successors and all subsequent tenants of the Property, (b) are not merely personal covenants of Grantor, and (c) shall bind Grantor and its successors and assigns (and the benefits shall inure to the Town)

and any present or future owner of the Property. Grantor acknowledges that it has received significant assistance from the Town in developing the Property as affordable housing.

(c) Without limiting the foregoing, the Town is authorized to record or file any notices or instruments appropriate to ensuring the perpetual enforceability of this Restriction. Grantor, on behalf of itself and its successors and assigns, appoints the Town as its attorney-in-fact to execute, acknowledge and deliver any such instruments on Grantor's behalf. In addition, Grantor and its successors and assigns agree to execute any such instruments upon request. The benefits of this Restriction shall be in gross and shall be assignable by the Town.

16. Enforcement. (a) The Town shall have the right to enforce this Restriction, independent of any such rights held by DHCD or by others under any Public Subsidy Program, by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Property to its condition prior to any such violation (it being agreed that the Town will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Town. Grantor covenants and agrees to reimburse to the Town all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Restriction or in taking reasonable measures to cure any violation hereof (after any applicable notice and cure period has expired), provided that a violation of this Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. If any provision of this Restriction shall to any extent be held invalid, the remainder shall not be affected. No delay or omission on the part of the Town in enforcing the restrictions contained herein shall operate as a waiver of the right to enforce it, nor shall any delay, omission or waiver on any one occasion be deemed to be a bar to or waiver of the same or of any other right on any future occasion.

(b) Grantor shall not be deemed to be in violation of this Restriction unless Grantor shall fail to perform or comply with any of the other terms, covenants or conditions herein and such failure shall continue for a period of thirty (30) days after written notice from the Town to Grantor specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within such thirty (30)-day period, within such additional time reasonably necessary provided Grantor commences to cure the same within such thirty (30) day period and thereafter prosecutes the curing of such default with diligence (but in no event shall such additional period exceed sixty (60) days).

17. Subsequent Conveyances. Each and every contract, deed or other instrument hereafter executed conveying Grantor's interest in the Property or portion thereof, including, without limitation, leases, shall expressly provide that such conveyance is subject to this Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the leasehold interest in the Property or portion thereof provides that such conveyance is subject to this Restriction.

18. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered, if sent by recognized overnight courier, receipt confirmed, or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Grantor:

If to the Town:

Town of Wenham  
138 Main Street  
Wenham, MA 01984  
Attention: Town Administrator

With a copy to:

KP Law, P.C.  
101 Arch Street  
Boston, MA 02110  
Attention: Shirin Everett, Esq.

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by certified or registered mail shall be deemed given three days after mailing; a notice sent by overnight courier shall be deemed given one day after deposit with such courier; and a notice delivered by hand shall be deemed given upon receipt.

19. Amendment. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of all parties to this Restriction.

20. Monitoring Services. The Town acknowledges that DHCD will conduct monitoring services under the Regulatory Agreement. Grantor acknowledges that its obligations under this Restriction are independent of its obligations to DHCD, and that Grantor shall comply with the provisions hereof.

21. Termination of DHCD Monitoring Services. In the event that DHCD no longer provides monitoring services under the Regulatory Agreement, or only monitors compliance for some of the Affordability Commitments set forth herein, Grantor agrees that it will retain a monitoring agent, at Grantor's expense, to conduct affirmative fair marketing consistent with the Comprehensive Permit Rules and/or to review and enforce Grantor's compliance with the terms of this Restriction, and make such amendments hereto, or enter into other agreements,

and/or take other steps as may be necessary or convenient to ensure that the Units continue to be counted in the SHI for the term set forth herein.

22. Governing Law. This Affordable Housing Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

The Town's Acceptance of this Restriction is attached hereto and incorporated herein.

Executed under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

GRANTOR:

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned notary public personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, as aforesaid, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

ACCEPTANCE

The Town of Wenham, acting by and through its Board of Selectmen, acting pursuant to the vote taken under Article \_\_\_ of the \_\_\_\_\_ Annual/Special Town Meeting, hereby accepts the foregoing Affordable Housing Restriction from \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

TOWN OF WENHAM,  
By its Board of Selectmen

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COMMONWEALTH OF MASSACHUSETTS

Essex:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned notary public, personally appeared \_\_\_\_\_, member of the Town of Wenham Board of Selectmen, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as Selectmen for the Town of Wenham.

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Notary Public  
My Commission Expires:

EXHIBIT A

Property Description

EXHIBIT B

Projected Initial Rent Schedule

	<u>Rents</u>	<u>Utility Allowances</u>
One-bedroom Units	\$	\$
Two-bedroom Units	\$	\$
Three-bedroom Units	\$	\$

**Certificate of Approval**  
**Affordable Housing Restriction**  
**G.L. c. 184, §32**

The undersigned \_\_\_\_\_ of the Massachusetts Department of Housing and Community Development hereby certifies that the Affordable Housing Restriction granted by \_\_\_\_\_ to the Town of Wenham, is hereby declared to be in the public interest and is approved pursuant to the provisions of Massachusetts General Laws chapter 183, section 32.

Date: \_\_\_\_\_, 2017

COMMONWEALTH OF MASSACHUSETTS

By: \_\_\_\_\_  
Name:  
Title:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this \_\_\_\_\_ of \_\_\_\_\_, 2017, before me the undersigned Notary Public, personally appeared

\_\_\_\_\_, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/they signed it voluntarily for its stated purpose on behalf of the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development.

\_\_\_\_\_  
Notary Public  
My Commission Expires