

**DUKES COUNTY REGIONAL HOUSING AUTHORITY**

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DCRHA@HOUSINGAUTHORITYMV.ORG

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## **Information Packet**

### **28 Jason Drive, Chappaquiddick Re-Sale**

A Community Home Ownership Opportunity  
offered by the **Town of Edgartown**

*The Dukes County Regional Housing Authority is acting as lottery agent in partnership with the **Edgartown Affordable Housing Committee.***

This packet contains specific information on the application process for the re-sale of a two-bedroom home located at 28 Jason Drive on Chappaquiddick being offered to households earning up to 150% of the area median income for Dukes County. Please review the enclosed information on the eligibility requirements, selection priority categories and lottery process for this homeownership opportunity.

Applications are available on the Town of Edgartown's website: [www.edgartown-ma.us/departments/affordable-housing](http://www.edgartown-ma.us/departments/affordable-housing); at the Dukes County Regional Housing Authority office at 21 Mechanic St, Vineyard Haven; on the DCRHA website, <https://housingauthoritiesmarthasvineyard.org/> and through the mail as requested by phone, 508-693-4419 or email, [Barbara@housingauthoritymv.org](mailto:Barbara@housingauthoritymv.org)

*Application is the first step in a process that does not assure any applicant the house.*

**APPLICATIONS DUE BY November 6, 2020**



Dukes County Regional Housing Authority does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, sexual orientation, age, familial status, marital status, veteran status, public assistance, disability, genetic information, gender identity or any other class protected by state, federal or local law, in the access or admission to its housing program(s), or employment, or any other of its programs, activities, functions or services. Persons with disabilities are entitled to request a reasonable accommodation in rules, policies, practices, or services, or to request a reasonable modification in the housing, when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy the housing.

## 28 Jason Drive Re-sale – Homebuyer Application

### ➤ OVERVIEW

This Information Packet details the process specific to the re-sale of a two-bedroom home at 28 Jason Drive, Chappaquiddick for **\$470,000** to income eligible households earning 150% or less of the Dukes County median income as follows:

**Maximum incomes:** \$110,100 for a 1-person household; \$125,700 for a 2-person household; \$141,450 for a 3-person household; \$157,200 for a 4-person household

This property will have a perpetual affordability restriction at the time of purchase in the form of a Deed Rider through the Town of Edgartown. The Deed Rider limits the future sale price for the home and requires that it be resold to another income-qualified homebuyer, thereby ensuring that the home stays affordable. We recommend that prospective homebuyers review the Deed Rider with their attorney to fully understand the terms and conditions. For more information on the Deed Rider and resale restrictions please see the sample attached to this application packet.

### ➤ GENERAL ELIGIBILITY REQUIREMENTS

To qualify for the re-sale of 28 Jason Drive, households must meet each of following criteria:

- 1.) The entire household's income and assets must be below the maximum allowable income and asset limits (see pg. 3)
- 2.) The household must be pre-approved for a mortgage (see pg. 4)
- 3.) The households must be of appropriate size (see pg. 2)

Those individuals and their families who have a financial interest in the development are not eligible.

Current residents or employees of the Town or a business located in Edgartown who provide documentation of same will be placed in the local preference pool of the lottery drawing.

### ➤ HOUSEHOLD SIZE

No household size priority is in effect for the lottery of this two-bedroom house. Applications of household sizes between one and four members will be accepted.

## 28 Jason Drive Re-sale – Homebuyer Application

### ➤ MAXIMUM INCOME AND ASSET LIMITS

Gross household income includes ALL SOURCES OF INCOME including, but not limited to, gross wages and salaries, Social Security, alimony, child support, overtime pay, bonuses, unemployment, net business income, severance pay, part-time employment, matured bonds, monies to be received in court settlements and imputed interest and dividends on bank accounts and other assets during the most recent 12-month period. There are some exceptions that will not be counted, most notably income from employment of children under the age of 18 years.

It is also NOT up to the household to determine what monies received over the past year should and should not be counted as their calculated income. Therefore, all monies should be listed on the application and the inclusion of these monies in determining a household's eligibility will be based on Community Housing guidelines.

Households must submit their two (2) most recent tax returns, five (5) pay stubs and three (3) most recent bank statements.

To be eligible to apply for purchasing an affordable unit, the combined gross annual income for all income sources of all income-earning members in the household must be at or below one hundred and fifty percent of median income for the local area (Dukes County MSA). The maximum incomes allowed for this program are:

<u>HOUSEHOLD SIZE</u>	<u>INCOME LIMIT</u>
1	\$110,000
2	\$125,700
3	\$141,450
4	\$157,200

While there is no specific minimum income, all households must qualify for a mortgage loan to purchase this Community home. The minimum income limits to qualify for a mortgage will be determined by the lender/bank.

**For this Community Home, an asset limit of \$100,000 after down payment and not including non-liquid retirement funds is in effect.**

Household Assets are calculated at the time of application. Any monies you would use as a future down payment on the home will not be counted as assets. Assets may include cash, cash in savings and checking accounts, net cash value of stocks, real property, bonds, and capital investments. For the purposes of this offer, dedicated, non-liquid retirement funds will not be counted as an asset.

All households must be under BOTH the income limit and the asset limit. Eligibility isn't based on only one or the other.

## 28 Jason Drive Re-sale – Homebuyer Application

### ➤ MORTGAGE PRE-APPROVAL STANDARDS

Immediately after reading this entire Information Packet, all households should apply for mortgage pre-approval. *Mortgage pre-approval is required with the application.* Households can apply with any institutional lender of their choosing but the pre-approval must meet the following mortgage standards:

- The loan must have a fixed interest rate through the full term of the mortgage.
- The loan must have a current fair market interest rate.  
*(No more than 2 percentage points above the current Mass Housing rate\*)*
- The loan can have no more than two points.
- The buyer must provide a down payment of at least 3% - half of which must come from the buyer's own funds. \*Mass Housing: (617) 854-1000 or [www.masshousing.com](http://www.masshousing.com)

We encourage households to apply through local banks where the resale restrictions and guidelines for affordable housing programs are understood. These banks will likely be aware of any applicable homebuyer programs or products, soft-second programs or lower interest loans that may be of assistance. The following lenders are familiar with the process and the mortgage requirements and should be happy to help you with questions or pre-approvals:

- Ann Hunt, Martha's Vineyard Bank (508-627-4266) [ahunt@mvbank.com](mailto:ahunt@mvbank.com)
- Victoria Cervone, Santander Bank (508-696-4463) [victoria.cervone@santander.us](mailto:victoria.cervone@santander.us)
- Dee Lander, Rockland Trust (508-696-0964) [delos.lander@rocklandtrust.com](mailto:delos.lander@rocklandtrust.com)
- Tammy King, Cape Cod Five Cents Savings (508 693-9236) [tking@capecod5.com](mailto:tking@capecod5.com)

Households will want to bring the sample copy of the sample Deed Rider attached to this packet to their lender. *All lenders will be made aware of the resale restrictions regardless of whether you tell them up-front or not.* The Deed Rider is a document that will be signed at the closing. Therefore, it is in all household's best interest to show all lenders a copy of the Deed Rider when applying for a mortgage. Otherwise, they may find a lender who grants pre-approval but backs out at the time of purchase once they are made aware of the resale restrictions, thus eliminating the opportunity to obtain an affordable unit.

The lender will ask you for association fees and taxes. There are no HOA fees. The 2020 tax rate for Edgartown is \$3.35 and taxes are assessed to the Community Housing price (not the market-rate equivalent).

Only members of the applying household can sign on the mortgage.

## 28 Jason Drive Re-sale – Homebuyer Application

### ➤ TIMELINE

*(Completed with the assistance of the Dukes County Regional Housing Authority)*

**Information Meeting:** October 21, 5:30 p.m. <http://bit.ly/jason-drive>

Step 1: Making Application : Friday, 5:00 p.m. November 6

Step 2: Application Certification: Friday, November 13

Step 3: Notification of Applicant Status: Friday, November 13

Step 4: Appeals Hearing: Monday, November 23

Step 5: **Lottery:** Tuesday, November 24 <http://bit.ly/jason-drive>

Step 6: Notification of Lottery Results: Wednesday, November 25

*(Completed with the guidance of Counsel)*

Step 7: Sign Purchase & Sale Agreement

Step 8: Obtain Mortgage Commitment

Step 9: Closing and Move-in

### ➤ Step 1: Making Application

The applicant must list all income and asset information for every person that will be residing in the unit. The Application must be signed and dated by all heads-of-household. The completed application, the required documentation and the mortgage pre-approval must be received (not postmarked) by the Dukes County Regional Housing Authority by **Friday, November 6, 2020**. All applications should be dropped off at the offices of the DCRHA at 21 Mechanic St. Vineyard Haven or sent to:

The Dukes County Regional Housing Authority  
P.O. Box 4538  
Vineyard Haven, MA 02568

**To ensure applications are complete, the DCRHA recommends submitting applications at least a week prior to the deadline.** Late applications may be accepted for review at a later date but will not be entered into the lottery. If you want to ensure your application is received, we recommend dropping it off at our office or sending it by certified mail. We are not responsible for lost or late applications.

The Dukes County Regional Housing Authority is available to review your application materials prior to final submittal. A call or visit to our office at least a week before the application period closes can help to insure a smoother application process.

## **28 Jason Drive Re-sale – Homebuyer Application**

### ➤ Step 2: Application Certification

Once the Dukes County Regional Housing Authority has received the Program Application, required documentation and mortgage pre-approval, an Application Number will be assigned in the order completed applications are received.

DCRHA staff will review all application materials for eligibility. Once declared eligible, Application Numbers will be assigned for use in the Lottery.

### ➤ Step 3: Notification of Application Status

On November 13, the day following completed reviews, the Dukes County Regional Housing Authority will notify each applicant, eligible or not, by phone and in writing as to their status for the upcoming lottery.

### ➤ Step 4: Appeals Review

If an applicant is deemed “not eligible”, he/she will have till Friday, November 20<sup>th</sup> to signal their desire to appeal this decision to the DCRHA and the Edgartown Affordable Housing Committee stating why he/she disagrees with the decision. An appeals committee will reconsider any appeals and will issue a final decision on November 23. A finding of ineligibility shall not preclude a subsequent re-application to future affordable or community housing lotteries.

### ➤ Step 5: The Lottery Day Procedure

The Lottery will be held on Tuesday, November 24<sup>th</sup> via Zoom. Households do not have to attend the lottery to remain eligible. After the Lottery all lottery participants will be notified of the results by phone and mail.

There will be a two-part lottery drawing for the home.

- Drawing a: Local Preference Households
- Drawing b: Non-Local Preference Households

#### • LOCAL PREFERENCE INFORMATION

The home will be first offered to households that qualify for Local Preference as established by the Town of Edgartown. An applicant qualifies for local preference if the applicant is a current resident of the Town of Edgartown or an employee of the Town or a business located in Edgartown.

All Applicant Numbers will be entered into the Drawing for which they are eligible. A representative from the DCRHA will pull Applicant Numbers from a box. They will begin by pulling all Application Numbers entered into Drawing A until all Application Numbers have been pulled. All Application Numbers entered into Drawing B will then be pulled. The order that an Application Number is pulled in the Lottery will be the position that the household has on the Selection List.

## **28 Jason Drive Re-sale – Homebuyer Application**

### ➤ Step 6: Notification of Lottery Results

On November 25, the Dukes County Regional Housing Authority will call and mail the Lottery results to each applicant household entered in the Lottery.

### ➤ Step 7: Sign Purchase and Sale Agreement

If a recipient decides to sign a Purchase & Sale Agreement (P&S) they will have 7 days to arrange with the Town of Edgartown after which the next household will be notified.

Before signing the Purchase and Sale Agreement, it is recommended that recipients obtain an attorney to review the Purchase and Sale Agreement and Deed Rider. Households may also have the bank that is offering their mortgage commitment review these documents. It is important that the lawyer (or bank) ensure that the taxes being assessed to the affordable unit are based on the affordable sales price and not the market-rate price of an equivalent unit. Documents can be provided by the Island Housing Trust.

Once a Purchase and Sale Agreement is signed, the household will have one month to close on the home.

### ➤ Step 8: Obtain Mortgage Commitment

Mortgage pre-approval does not ensure a mortgage commitment. Once a recipient has a signed Purchase and Sale Agreement, they will need to go back to their lender that issued them their pre-approval letter and obtain a Mortgage Commitment. Homebuyers do not need to go back to the same lender that gave them their pre-approval letter, but it is recommended. Please note that each lender will handle the Mortgage Commitment differently and this packet only serves as a guide through this process.

Generally, the lender will want to see the Purchase and Sale Agreement and the Ground Lease. They will also do an appraisal of the property once the property is ready to move into. Once the appraisal is complete, the household will be able to close on the home.

### ➤ Step 9: Closing and Move-in

The Purchase and Sale Agreement will set the Closing Date. If all the steps above are followed, the closing should go smoothly. Your lender and lawyer will be able to guide you with steps 6 through 9. Once you have closed on your home, you may move in.

Additionally, once you have closed on the unit, there are NO future income or asset eligibility reviews.

**28 Jason Drive Re-sale – Homebuyer Application**

FOR OFFICE USE ONLY
Date of Receipt: _____
Percent of AMI: _____
Control No: _____

**28 Jason Drive, EDGARTOWN - Application**

(Please Print)

Name of Applicant(s) \_\_\_\_\_  
 \_\_\_\_\_

Street \_\_\_\_\_ Apt. No. \_\_\_\_\_

City/Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Telephone \_\_\_\_\_ Work Telephone \_\_\_\_\_

Mailing Address \_\_\_\_\_

Email Address (es) \_\_\_\_\_

**Household Size Preference:** Household size two or more given first preference in the ranking lottery.

**Local Preference:** Residents of Edgartown and employees of the Town or a businesses located in Town will have first preference with proof of residency or employment in Edgartown.

**HOUSEHOLD INFORMATION: All members of household including minors.**

First, Middle, Last of all Household Members	Relationship to Primary Applicant	Sex	Date of Birth	Employed	Occupation or Grade in School
1.	Primary Applicant			Y/N	
2.				Y/N	
3.				Y/N	
4.				Y/N	

- Is a change in the household expected?  Yes  No  
 If yes, what type of change: \_\_\_\_\_ When: \_\_\_\_\_
- Do you or any household member currently own a home?  Yes  No
- Have you or any household member owned a home within the last 3 years?  Yes  No



**28 Jason Drive Re-sale – Homebuyer Application**

**28 Jason Drive - INCOME INFORMATION**

Gross income is the combined pre-tax income for everyone in the household (regardless of whether they will be on the mortgage and/or deed), which includes job earnings, benefit payments, support payments, and income from assets. If you are self-employed, please list your net income (after deducting businesses expenses).

**Failure to report household income will result in the cancellation of this application.**

Please list all income any household member **over the age of 17** receives from self-employment, wages/ salaries, overtime pay, commissions, fees/ tips, and bonus before taxes for the last 12-months. Applications must include most recent Federal income tax returns, including all corresponding W2’s and attached schedules. If you are self-employed (full or part-time), submit a year-to-date profit/ loss statement AND the previous two years of federal income tax returns including all attached schedules.

Household Member Number	Type of Income	Name & Address of Employer or Source of Income	Gross Income for last 12 Months
1.	Salaries, wages, including overtime/tips		
2.	Salaries, wages, including overtime/tips		
3.	Salaries, wages, including overtime/tips		
	Net income from business or profession (Schedule C)		
	Trust income Interest and Dividends		
	Pensions and annuities		
	Regular unemployment or disability compensation		
	Regular Social Security benefits and/or SSI or V.A. Disability		
	AFDC or Public Assistance		
	Regular Alimony, Child Support Payments, Gifts		
	Other Income: _____		
<b>TOTAL GROSS INCOME:</b>			

**28 Jason Drive Re-sale – Homebuyer Application**

<b>28 JASON DRIVE - ASSETS</b>
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List below the assets of everyone who will live in the townhouse. Include all bank accounts, stocks and bonds, trust agreements, real estate, etc. **Do not** include clothing, furniture or cars.

Household Member	Type of Asset	Cash Value
	Checking Account #:	
	Savings Account #:	
	IRA, Stocks, Bonds:	
	Real Estate: (owned or sold within past 3 years)	
	Other:	
<b>TOTAL ASSETS:</b>		

Additional Household Member information as needed:

Household Member	Type of Asset	Cash Value
	Checking Account #:	
	Savings Account #:	
	IRA, Stocks, Bonds:	
	Real Estate: (owned or sold within past 3 years)	
	Other:	
<b>TOTAL ASSETS:</b>		

Household Member	Type of Asset	Cash Value
	Checking Account #:	
	Savings Account #:	
	IRA, Stocks, Bonds:	
	Real Estate: (owned or sold within past 3 years)	
	Other:	
<b>TOTAL ASSETS:</b>		

## 28 Jason Drive Re-sale – Homebuyer Application

### 28 Jason Drive - CERTIFICATION AND ACKNOWLEDGEMENTS

It is our policy to verify all information contained in this application. In acknowledgement of this policy, please sign your name(s) where indicated. **Anyone over the age of 17 who will be living in the home must sign below.**

I/We certify the following:

- All the information contained and submitted in support of this application is true and complete to the best of my/our knowledge and belief. I/We are aware that any misrepresentation may result in cancellation of my application.
- **Consent to Release Information:** I/We authorize representatives of the Dukes County Regional Housing Authority to supply and receive information to/ from my/our employer(s), my/our financial institution(s), other housing assistance programs, and/or my/our mortgage lender to verify the information contained in this application and to confirm my eligibility for this homeownership opportunity.
- I/We understand that completion of this application does not guarantee my/our eligibility for the program and/or that I/we will successfully purchase this home from the Town of Edgartown.
- If I/we purchase 28 Jason Drive through the Town of Edgartown, I/we agree to enter into a Housing Covenant with restrictions that require the property to be owner-occupied, limit the transfer of the property to income-eligible buyers, and limit the sale price and the amount of equity available upon re-sale or refinance. I/we acknowledge that the intention of these Housing Covenant restrictions is to ensure that opportunities to purchase affordable homes be preserved for future generations of buyers.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**Making Application** begins what will be a two - phase process of review in the selection process for the 28 Jason Drive ownership opportunities.

**Initial Review** places applicants in the categories described in the Information Packet provided with this application.

**Lottery Drawings** then rank the order in which applicants will have review of their submitted forms and application materials completed before being offered

**First Opportunity to Purchase.**

If the first purchaser decides not to purchase or is found ineligible, the **Next Highest Ranked Applicant** is then reviewed, offered, and so on.

**Equal Opportunity:** In accordance with the provisions of the Equal Opportunity Act and the Dukes County Regional Housing Authority’s policies, there will be no discrimination against an applicant for these benefits on the basis of age, gender, race, color, marital status, sexual orientation, having minor children, national origin, religion, ethnic background, physical or mental disability, or being a recipient of public assistance. The Dukes County Regional Housing Authority is committed to assuring that each individual has an equal opportunity to the use and enjoyment of the benefits of this program.

**28 Jason Drive Re-sale – Homebuyer Application**

**28 Jason Drive APPLICATION Part II REQUIRED DOCUMENTATION CHECKLIST**

When applicable, each of the following documents for **all household members** must be submitted for your 28 Jason Drive application to be complete.

**Applicant Name(s):** \_\_\_\_\_

- A current pre-qualification letter signed and dated by your lender;**
- Complete** copies of your **2 most recent Federal income tax returns (2018, 2019). You must include all corresponding W2's and attached schedules;**
- Copies of your **5 most recent pay stubs;**
- Copies of your **3 most recent bank statements and/or any investment account statements;**
- If you are **self-employed (full or part-time)**, submit a **year-to-date profit/ loss statement AND the previous two years of federal income tax returns including all attached schedules;**
- If you are divorced or legally separated and/or receiving alimony or child support, please attach a copy of the decree/agreement and any statement of payment accounts such as provided by the Department of Revenue;
- If receiving any other form of down payment assistance (a personal gift and/or aid from another program), submit a letter from the 3<sup>rd</sup> party offering assistance, describing the amount and type of assistance, the terms of any repayment, or that repayment is not expected;**
- Any adult members of applicant household not working must submit a signed **Affidavit of No Income;**
- Signed Verification Forms: (Please sign only. Do not fill out as DCRHA will submit as applicable)**
  - Verification of Income from Wages
  - Self-Employment Income Affidavit (if applicable)
  - Verification of Bank Account
  - Verification of Pension Income (if applicable)
  - Verification of Child Support (if applicable)
  - Verification of Unemployment Wages (if applicable)
- Racial or Ethnic Designation:** Responding to this section is **optional**.
  - Native American or Alaska Native     Pacific Islander or Hawaiian
  - Black or African American     Latino or Hispanic
  - Asian     Cape Verdean     White     Other (specify): \_\_\_\_\_
- Local Preference:** If claiming residency in Edgartown, please provide formal street listing, lease, or utility bill as verification. Likewise, a claim of employment in Edgartown must be substantiated.

Exhibit A

**SAMPLE**

**AFFORDABLE HOUSING COVENANT**

**TOWN OF EDGARTOWN**

**AFFORDABLE HOUSING COMMITTEE**

This affordable housing covenant (“Covenant”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ having a mailing address of \_\_\_\_\_ (“Owner”); the **TOWN OF EDGARTOWN**, a municipal corporation within the county of Dukes County, with a mailing address of P.O. Box 5158, Edgartown, MA 02539 (the “Town”), acting by and through its duly appointed Affordable Housing Committee (“AHC”); and the **DUKES COUNTY REGIONAL HOUSING AUTHORITY**, a duly organized body politic and corporate organized pursuant to the laws of Massachusetts, with a mailing address of P.O. Box 4538, Vineyard Haven, MA 02568 (the “DCRHA” or “Monitoring Agent”).

WHEREAS, the Town is organized exclusively for municipal purposes, including the development and preservation of decent, affordable housing for low and moderate income people in the Town, the promotion of neighborhood stability and improvement, and the creation of homeownership opportunities for low and moderate income people who otherwise lack such resources;

WHEREAS, the Town has enacted zoning by-laws in furtherance of the Town’s goals of providing affordable housing to individuals and families of low and moderate incomes by facilitating the development of such affordable housing, which zoning by-laws include but are not limited to the creation of affordable substandard lots, as defined in Section 10.3.E.1 of the Edgartown Zoning By-laws, which section provides that the special permit for such substandard lot shall be subject to the condition that the qualified applicant will covenant with the Town that the resale of the lot will be subject to the terms and limitations in accordance with the regulations of the AHC, which regulations include a permanent restriction in the record title of the land, limiting purchase, rental or transfer to persons qualified to own or rent affordable housing at a price level established by the AHC;

WHEREAS, Owner purchased an Affordable Home Site Lot, being the real property located at 28 Jason Drive, in Edgartown, Massachusetts, as more particularly described on Exhibit A attached hereto and incorporated herein by reference, and in a deed (the “Deed”) from the Trustees of the Edgartown Affordable Housing Trust dated \_\_\_\_\_ and recorded in the Dukes County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ (the “Premises”) at a consideration which is less than the fair market value of the property;

WHEREAS, **this Covenant limits refinance, purchase or transfer of the Premises in order to preserve the affordability thereof pursuant to the terms and conditions in said Covenant;** and

## 28 Jason Drive Re-sale – Homebuyer Application

WHEREAS, the DCRHA has been retained to monitor compliance with and to enforce the terms of this Covenant, and eligible purchasers such as the Owner may be required to pay to the DCRHA, as the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Premises, as set out in this agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Town 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 the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW THEREFORE, for good and valuable consideration, including the purchase of the Premises for less than fair market value, the receipt and sufficiency of which consideration are hereby acknowledged, the Owner, including his/her/their heirs, successors and assigns, hereby grants this Covenant to the Town/AHC and the Monitoring Agent and covenants and agrees that the Premises shall be subject to the following provisions, rights, covenants, agreements, restrictions, conditions, reservations, obligations, liens and other matters set forth herein (collectively the "restrictions"), which are imposed for the benefit of, and shall be enforceable by, the Town/AHC and the Monitoring Agent, and their respective agents, designees, successors and assigns, and shall be secured by a mortgage granted by the Owner to the Town, to be recorded herewith.

1. **Eligible Purchaser:** As used in this Covenant, "Eligible Purchaser" shall mean an individual or household which has an annual income equal to or less than the Base Income as defined below, and owning assets not in excess of the limit set forth in guidelines adopted by the Town/AHC, and which individual or household has been qualified by the Town/AHC to own affordable housing pursuant to the Town's Affordable Housing Program. Said individual or household must provide to the Town/AHC and the Monitoring Agent such certifications as to income, assets and residency as the AHC may require to determine eligibility as an Eligible Purchaser. The Base Income shall be no more than \_\_\_\_\_% of the median income, by household size, for the County of Dukes County, as published from time to time by the Department of Housing and Community Development ("DHCD") and will be adjusted from time to time according to DHCD guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Premises as his, her or their principal residence.

2. **Maximum Resale Price:** (a) The Maximum Resale Price shall be the lesser of the appraised value of the Premises at the time of resale or \_\_\_\_\_ (\$\_\_\_\_\_.00) DOLLARS, as increased at the rate of 3% (three percent) per annum, not compounding, from the date of this Covenant, provided the Premises is in good repair at the time of resale ("good repair" meaning that all necessary repairs to the Premises and all fixtures therein have been made throughout the ownership of the Premises so as to keep the Premises and said fixtures in the same condition in which they are now or may hereafter be put, reasonable wear and tear (being the normal, gradual deterioration occurring due to aging and ordinary use of the Premises despite reasonable and timely maintenance and repair) only excepted), as such good repair is determined by an independent inspector, agreed upon by Owner and the Town/AHC, and the cost thereof borne by the Owner (in the event the Premises is not in good repair the Owner's 3% increase per year will decrease by the cost of any necessary upgrade or repair to make the Premises in "good repair"); and provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning no more than \_\_\_\_\_ percent (\_\_\_\_%) of the Area Median Income for a household size appropriate for the Premises could

## 28 Jason Drive Re-sale – Homebuyer Application

obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program).

(b) There will be a resale fee of 2% subtracted from the resale price to cover costs of any marketing, income certification or lottery process. This will be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Covenant, including the supervision of the resale process.

(c) For purposes of this Covenant, household size is determined as the number of bedrooms plus one; i.e., a two bedroom house shall be deemed appropriate for a three person household for the purposes of income eligibility and price setting; a three bedroom house shall be deemed appropriate for a four person household; a four bedroom house shall be deemed appropriate for a five person household; and a five bedroom house shall be deemed appropriate for a six person household.

Nothing in this Covenant constitutes a promise, commitment or guarantee by the Town/ AHC or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Premises or any other price for the Premises.

All appraisals referenced above shall be prepared by a real estate appraiser hired by the Owner, at the Owner's expense, which appraiser is acceptable to the Town/AHC, and is recognized as utilizing acceptable professional appraisal standards in Massachusetts. The Premises shall be appraised as if this Covenant does not burden the Premises.

3. **Resale and Transfer Procedure:** When the Owner, his successors or assigns, shall desire to sell, transfer, dispose or otherwise convey the Premises, or any portion thereof, the Owner shall notify the Monitoring Agent and Town/AHC in writing of the Owner's intention to so convey the Premises. The AHC shall calculate the then Maximum Resale Price, with the assistance of the Monitoring Agent. The Owner may then seek to find an Eligible Purchaser. The Owner must use his best efforts to find an Eligible Purchaser to purchase the Premises. The term "best efforts" as used herein shall mean (A) the placement of an advertisement for sale of the Premises stating the Maximum Resale Price (as defined), Owner's telephone number, and the phrase: "*Sale of unit subject to certain guidelines and restrictions with respect to the maintenance and retention of affordable housing for households of low and moderate income*" and (B) the receipt of satisfactory evidence that the new purchaser qualifies as an Eligible Purchaser.

The AHC may assist in the effort to identify Eligible Purchasers. Should these efforts fail, the Owner, acting through the AHC, may seek assistance from the Monitoring Agent which may use its resources to identify Eligible Purchasers or to assist an Eligible Purchaser with financing. If more than one Eligible Purchaser is located, the Monitoring Agent and/or AHC may conduct a lottery or other like procedure in the Monitoring Agent and/or AHC's discretion to determine the Eligible Purchaser entitled to the conveyance of the Premises at the Maximum Resale Price. In lieu of a sale to an Eligible Purchaser, the Town, its successors, assigns or designees, shall have the right to purchase the Premises for the Maximum Resale Price.

4. **Resale and Transfer Restrictions:** Except as otherwise stated herein, the Premises or any interest therein, shall not at any time be sold, transferred, disposed of, mortgaged or otherwise

## 28 Jason Drive Re-sale – Homebuyer Application

conveyed by the Owner, or the Owner's successors and assigns, and no attempted sale, transfer, mortgage or other conveyance shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the Eligible Purchaser, the Town (including its successors, assigns and designees) or the Mortgagee, as applicable, as provided above, to the then owner of the Premises for and in connection with the sale, transfer, mortgage or other conveyance of such Premises, is equal to or less than the Maximum Resale Price for the Premises.

No conveyance, sale, transfer, mortgage or other conveyance to an Eligible Purchaser or otherwise (if permitted herein), shall be valid unless a certificate is recorded, signed and acknowledged by the Town/AHC or its agent or designee and states that the conveyance is in compliance with the restrictions contained in this Covenant ("Compliance Certificate").

Any good faith purchaser of the Premises, any lender or other party taking a security interest in such Premises and any other third party may rely upon such a Compliance Certificate as conclusive evidence of the matters stated therein.

Within ten (10) days of the conveyance of the Premises, the Owner shall deliver to the Town/AHC and Monitoring Agent a true and certified copy of the deed of the Premises as recorded, together with information as to the place of recording thereof in the public records. Failure to comply with the preceding sentence shall not affect the validity of such conveyance.

5. **Transfers Upon Death:** Upon the death of the Owner, or, if there is more than one Owner, the last surviving Owner, the Owner's executor(s) or administrator(s) shall, on or before the first business day occurring ninety (90) days after said Owner's death, cause the Town/AHC to receive written notice of the date of the Owner's death, of whether or not said Owner died intestate, and of the identity, address and relationship of all known heirs and devisees. In the event that a will is admitted for probate by a Court of competent jurisdiction, a copy of such will and all allowed codicils thereto shall be provided to the Town. Upon receipt of such notice, the Town/AHC shall consent (which consent must be recorded in the Dukes County Registry of Deeds) to a transfer of the Premises to the spouse of the Owner, or the child or children of the Owner, provided the Premises is the principal residence of such spouse or child/children, or shall be upon said Owner's death. If the Premises will not be the principal residence of such spouse or child/children then, following the Owner's death, said spouse or child/children has the right to affordably lease the Premises within the restrictions and guidelines of Section 6 of this covenant. Said spouse or child/children not residing on the Premises as the principal residence is excluded the right to lease the Premises for one month at the market rate value. The resale and transfer procedures and restrictions of Sections 3 and 4 above, and all other provisions of this Covenant, shall apply to any sale, transfer or other disposition of the Premises to any individual other than the Owner's spouse or child/children, as permitted above, and shall apply to any sale, transfer or other disposition of the Premises from the Owner's spouse or child/children. Said spouse or child/children ("Second Generation Owner") must sign a new covenant at the time of transfer to said Second Generation Owner, which new covenant shall provide a similar Transfer Upon Death Clause so that the Premises may pass down to the spouse or child/children of the Second Generation Owner upon death and so on through the generations, provided that all other terms of this paragraph are met, including but not limited to the requirement that the Premises is the principal residence of such spouse or child/children, or rented affordably as provided above.



## 28 Jason Drive Re-sale – Homebuyer Application

6. **Restrictions Against Leasing, Refinancing and Junior Encumbrances:** The Premises may only be leased (i) for one month at market rate value per year, or (ii) to parties qualified by the Monitoring Agent/AHC to rent affordable housing pursuant to the Town’s Affordable Housing Program, or (iii) to members of the Owner’s immediate family, which leases pursuant to both subsection (ii) and subsection (iii) shall require the prior written consent of the AHC. **The Premises shall not be refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Town/AHC which consent shall be evidenced by the Town/AHC’s signature on a Permitted Mortgage Agreement (defined herein), which must be recorded in the Dukes County Registry of Deeds. The Premises shall not be refinanced, encumbered (voluntarily or otherwise) or mortgaged for an amount greater than the Maximum Resale Price.** Any rents, profits, or proceeds from any transaction described above (including, but not limited to proceeds from foreclosure sales) which transaction has not received the prior written consent of the Town/AHC shall be paid to and shall be the property of the Edgartown Affordable Housing Trust, to the fullest extent permitted by law. In the event that the AHC, in the exercise of its absolute discretion, shall consent to any lease other than those permitted above, or shall consent to any refinancing, encumbrance or mortgage as described above, it shall be a condition to such consent that all rents, profits or proceeds from such transaction which exceed the carrying costs of the Premises, as determined by the AHC in its sole discretion, shall be paid to and be the property of the Town/AHC.

7. **Rights and Obligations of Mortgagees:** The Owner may only mortgage the Premises (1) with the prior written consent of the AHC, as stated in Paragraph 6 above, and (2) only if the lender, Owner and AHC execute a Permitted Mortgage Agreement at the time of the loan closing, in a form approved by the AHC, which agreement incorporates the terms and provisions of this paragraph.

In the event of a default in any of the Owner’s obligations under the Mortgage, the holder of record of any mortgage on the Premises (each, a “Mortgagee”) shall notify the AHC of such fact and AHC shall have the right (but not the obligation) within 120 days after its receipt of such notice, to cure such default in the Owner’s name and on the Owner’s behalf, provided that current payments due the holder during such 120-day period (or such lesser time period as may have been required to cure such default) are made to the holder. Said holder shall not have the right, unless such default shall not have been cured within such time, to accelerate the note secured by the Mortgage or to commence to foreclose under the Mortgage on account of such default.

If, after such cure period, the holder intends to accelerate the note secured by the Mortgage or initiate foreclosure proceedings under the Mortgage, in accordance with the provisions of this Covenant, the holder shall notify AHC of its intention to do so and AHC shall have the right, but not the obligation, upon notifying the holder within thirty (30) days of receipt of said notice from said holder, to pay off all indebtedness and any other sum or obligation secured by the Mortgage and to acquire the Mortgage.

In the event of acquisition of title to the Premises and the Owner’s interest in the Premises by the Mortgagee by foreclosure sale or the delivery of a deed in lieu of foreclosure, the holder shall give the AHC written notice of such acquisition and the Town/AHC or its designee shall have an option to purchase the Premises and Owner’s interest in the Premises from the Permitted Mortgagee for the full amount owing to the holder of the Mortgage, provided, however, that the Town/AHC notifies the holder in writing of the Town/AHC’s intent to make such purchase within thirty (30) days following the AHC’s receipt of the holder’s notice of such acquisition of the Premises and Owner’s interest in the Premises; further provided that Town/AHC or its designee shall complete such purchase within sixty (60) days of

## 28 Jason Drive Re-sale – Homebuyer Application

having given written notice of its intent to purchase; and provided that, if the Town/AHC does not complete the purchase within such period, the holder of the Mortgage shall be free to sell the Premises and Owner's interest in the Premises to another person.

The Owner agrees to the delivery of all notifications from the Mortgagee to the AHC and any other communications and disclosures made by the Mortgagee to the AHC pursuant to this Agreement and Covenant.

In the event the foreclosing Mortgagee has complied with the terms of this Section, and the Town or its designee has not exercised its cure and/or purchase rights under this Section, the rights and restrictions contained in this Covenant shall not apply to such Mortgagee upon such acquisition of the Premises, any purchaser of the Premises at a foreclosure sale conducted by such Mortgagee, or any purchaser of the Premises of such Mortgagee, and such Premises shall thereupon and thereafter be free from all such rights and restrictions (a "Permitted Foreclosure").

In the event of a Permitted Foreclosure, the Mortgagee shall be entitled to recover the principal amount of the loan and accumulated interest, penalties, real estate taxes and its costs and expenses of foreclosure, including reasonable attorney's fees and court costs which are validated ("mortgage expenses") even though the total may exceed the Maximum Resale Price as defined above. In the event such holder of a mortgage forecloses and the Premises is sold for a price that exceeds the mortgage expenses, but does not exceed the Maximum Resale Price, the Owner of the Premises shall receive the remainder of the sale proceeds, up to said Maximum Resale Price, after the mortgage expenses are paid. In the event such holder of a mortgage forecloses and the Premises is sold for a price that exceeds both the mortgage expenses and the Maximum Resale Price, such excess above the Maximum Resale Price shall be paid to the Town/AHC (provided, that in the event that such excess shall be so paid to the Town/AHC by such holder, the AHC shall thereafter indemnify such holder against loss or damage to such holder, resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Town/AHC in accordance herewith, provided that such holder shall give the Town/AHC prompt notice of any such claim and shall not object to the intervention by the Town/AHC in any proceeding relating thereto).

8. **Construction:** The parties acknowledge that a principal residence has been constructed on the Premises and a certificate of occupancy from the building inspector of the Town of Edgartown has been issued therefor.

9. **Condition of Conveyed Premises:** The Owner agrees that throughout the term of this Covenant, the Owner shall maintain the Premises, and improvements thereon, in good, safe and habitable condition in all respects and in full compliance with all applicable laws, by-laws, rules and regulations of any governmental authority with jurisdiction over matters concerning the condition of the Premises.

10. **Restrictions to Run with the Premises, Duration of Restrictions:** The Owner agrees and acknowledges that the restrictions in this Covenant are essential to the fulfillment of the purposes of the Town, are for the benefit of the Town, the Town's agents, successors, designees and assigns, including but not limited to the AHC, and are conditions and restrictions on the use of the Premises which are intended to, and shall, run with the land and shall be binding upon and enforceable against the Owner, the Owner's successors and assigns and any party holding title to the Premises. The restrictions

## 28 Jason Drive Re-sale – Homebuyer Application

shall be perpetual, to the maximum extent permitted by law, including but not limited to the provisions of M.G.L. Chapter 184, Sections 23, 26 – 32, and St. 2004, c. 445 (“An Act Authorizing Martha’s Vineyard Affordable Housing Covenants”), and, at a minimum, said restrictions shall be binding upon the Owner and the Town for a term of one hundred fifty (150) years from the date of recording hereof and shall remain in full force and effect in accordance with the provisions of M.G.L. Chapter 184, Section 27, as it may be amended from time to time, or as provided in similar successor provisions, which provisions of M.G.L. Chapter 184, Section 27 permit the extension of the period of enforceability of said restrictions by the recording of an extension in accordance with the provisions of said law before the expiration of the first thirty (30) years from the date of recording hereof, and before the expiration of each succeeding twenty (20) year period thereafter, or for such other maximum further periods of time as may be allowed by any amendments of said law or by any successor provisions. The Owner hereby agrees that any requirements of the law of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Covenant 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.

It is the intention of the parties that all of the rights, restrictions and obligations created by this Covenant, including but not limited to the options to purchase created herein, shall be perpetual and run with the title to the Property, except where terminated pursuant to Section 7 above, and such rights and options shall be considered to be coupled with an interest. The parties intend such options to be ones arising out of a non-donative transfer within the meaning of M.G.L.c. 184A, Section 4, as the same is now in effect and therefore not subject to any limitations otherwise imposed by said M.G.L.c. 184A. In the event that it should be adjudicated by final unappealable order of a court having jurisdiction over such issue that the Rule of Perpetuities applies to any right, obligation or option granted hereby or created herein, then, and only then, the right or option so limited, shall terminate twenty (20) years after the death of the first survivor of the following persons: the children living as of the date hereof of any employees of the Town.

11. **Enforcement:** (a) The rights hereby granted shall include the right of the Town/ AHC and the DCRHA to enforce this Covenant independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Premises to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available the Town/AHC and the DCRHA.

(b) Without limitation of any other rights or remedies of the Town/AHC, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Premises in violation of the provisions of this Covenant, the Town/AHC shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Covenant;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Premises to an Ineligible Purchaser, except as permitted herein, the Town/AHC shall have the option to locate an Eligible Purchaser on the terms and conditions provided herein, and the purchase price shall be a price which complies with the provisions of this Covenant; specific

## 28 Jason Drive Re-sale – Homebuyer Application

performance of the requirement that an Ineligible Purchaser shall sell as herein provided, may be judicially ordered;

- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Premises in violation of the provisions of this Covenant in the absence of a Compliance Certificate, by an action in equity to enforce this Covenant; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Town/AHC and the DCRHA in the event successful enforcement action is taken against the Owner or the Owner's successors or assigns. The Owner hereby agrees to grant a mortgage on the Premises to the Town/AHC, to be recorded herewith, to secure payment of such fees and expenses in any successful enforcement action, and to secure the terms, provisions and obligations of the Owner herein. The Town/AHC shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Covenant against the Owner and to assert such a lien on the Premises to secure payment by the Owner of such fees and expenses.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Town/AHC and the DCRHA the right to take all actions with respect to the Premises which the Town/AHC and the DCRHA may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Covenant.

12. **Monitoring Agent/Services/Fees:** The DCRHA shall monitor compliance with the terms of this Covenant and also have the right to enforce the restrictions herein. As partial compensation of providing these services, a resale fee shall be payable to the Monitoring Agent on the sale of the Premises to an Eligible Purchaser or any other purchaser in accordance with the terms of this Covenant. This fee, if imposed shall be paid by the Owner herein as a closing cost at the time of closing and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, her/his or their successors or assigns, or the Monitoring Agent may bring an action and may seek an attachment against the Premises. Such fee may be added to the price paid to Owner by an Eligible Purchaser and not included in the Maximum Resale Price.

13. **Notice:** Any notices, demands, or requests that may be given under this Covenant shall be sufficiently serviced if given in writing and be hand delivered or posted in the United States mail by registered or certified mail addressed to the Town and Owner at the addresses written above, or if addressed to the Edgartown Affordable Housing Committee, to P.O. Box 5158, Edgartown, MA 02539, or such other addresses as may be specified by either party by such notice.

14. **Further Assurances:** The Owner agrees from time to time, as may reasonably be required by the Town/AHC, to furnish the Town/AHC a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Premises, information concerning the resale of the Premises and other information pertaining to the Premises or the Owner's eligibility for and conformance with the requirements of this Covenant.

## 28 Jason Drive Re-sale – Homebuyer Application

15. **Severability:** If any provisions hereof or the application thereof to any person or circumstances shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application or such provision to the persons or circumstances other than those as 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 and to the fullest extent permitted by the Rule Against Perpetuities.

16. **Town’s Right to Assign:** The Town shall have the right to assign this Covenant or any or all of the Town’s rights and duties herein, to the Dukes County Regional Housing Authority to the fullest extent permitted by law.

17. **INDEPENDENT COUNSEL:** THE OWNER ACKNOWLEDGES THAT HE, SHE OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

18. **Waiver:** The waiver by the Town/AHC or the Monitoring Agent of, or the failure of the Town/AHC or Monitoring Agent to take action with respect to, any breach of any provisions herein contained, shall not be deemed to be a waiver of such term, covenant, condition, provision, restriction, reservation, obligation, lien or other matter, or subsequent breach of same, or of any other term, covenant, condition, provision, restriction, reservation, obligation, lien or other matter herein contained.

19. **Captions:** All captions, headings or titles used in this Covenant are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

20. **Modifications and Amendments:** This Covenant may only be modified, altered or amended by an agreement in writing executed by the parties hereto.

21. **Binding Agreement:** This Covenant shall bind and inure to the benefit of the parties hereto and their successors and assigns as are permitted by this Covenant.

22. **Singular Includes Plural:** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine and neuter.

23. **Choice of Law:** This agreement shall be governed by, construed in accordance with, and enforced under the laws of the Commonwealth of Massachusetts.

[SIGNATURE PAGE FOLLOWS]

**28 Jason Drive Re-sale – Homebuyer Application**

EXECUTED as a sealed instrument on the day and date first written above.

**TOWN OF EDGARTOWN,**

**OWNER:**

By its Board of Selectmen

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

By: \_\_\_\_\_  
\_\_\_\_\_, Selectmen

By: \_\_\_\_\_  
\_\_\_\_\_, Selectmen

**AFFORDABLE HOUSING COMMITTEE,**

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

**DUKES COUNTY REGIONAL HOUSING AUTHORITY,**

By: \_\_\_\_\_  
David Vigneault, Executive Director,  
duly authorized signatory

**28 Jason Drive Re-sale – Homebuyer Application**

County of Dukes County, ss.

On this \_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned notary public, personally appeared \_\_\_\_\_, 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 she signed it voluntarily as her free act and deed for its stated purpose as Chairman of the Edgartown Board of Selectmen.

\_\_\_\_\_  
[Print Notary Name: \_\_\_\_\_]

My commission expires:

**COMMONWEALTH OF MASSACHUSETTS**

County of Dukes, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned notary public, personally appeared \_\_\_\_\_, 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 signed it voluntarily as his free act and deed for its stated purpose, as Chairman of the Edgartown Affordable Housing Committee.

\_\_\_\_\_  
[Notary Public/ print name: \_\_\_\_\_]

My commission expires:

**28 Jason Drive Re-sale – Homebuyer Application**

**COMMONWEALTH OF MASSACHUSETTS**

County of Dukes, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned notary public, personally appeared David Vigneault, 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 signed it voluntarily as his free act and deed for its stated purpose, as Executive Director of the Dukes County Regional Housing Authority.

\_\_\_\_\_  
[Notary Public/ print name: \_\_\_\_\_]  
My commission expires:

**COMMONWEALTH OF MASSACHUSETTS**

County of Dukes County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned notary public, personally appeared \_\_\_\_\_, 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 signed it voluntarily as his/her free act and deed for its stated purpose.

\_\_\_\_\_  
[Print Notary Name: \_\_\_\_\_]  
My commission expires:



**28 Jason Drive Re-sale – Homebuyer Application**

**Exhibit A**

**[property description]**

The land with the improvements thereon located in the Town of Edgartown, County of Dukes County, and Commonwealth of Massachusetts, bounded and described as follows:

Being Lot 20 as shown on a plan entitled “PLAN OF LAND IN EDGARTOWN, MASS. SURVEYED FOR HENRY G. VICKERS June 4, 1973 Scale: 1” = 120’ Dean R. Swift Reg’d Land Surveyor Vineyard Haven, Mass.”, recorded with the Dukes County Registry of deeds in Book 308, Page 494.

Edgartown Assessor’s Map 34 Lot 59