

LOCAL INITIATIVE PROGRAM APPLICATION FOR LOCAL ACTION UNITS

Introduction

The Local Initiative Program (LIP) is a state housing initiative administered by the Department of Housing and Community Development (DHCD) to encourage communities to produce affordable housing for low- and moderate-income households.

The program provides technical and other non-financial assistance to cities or towns seeking to increase the supply of housing for households at or below 80% of the area median income. LIP-approved units are entered into the subsidized housing inventory (SHI) pursuant to Chapter 40B.

Local Action Units (LAUs) are created through local municipal action *other than comprehensive permits*; for example, through special permits, inclusionary zoning, conveyance of public land, utilization of Community Preservation Act (CPA) funds, etc.

DHCD shall certify units submitted as LAUs if they met the requirements of 760 CMR 56.00 and the LIP Guidelines, which are part of the Comprehensive Permit Guidelines and can be found on the **DHCD website** at www.mass.gov/dhcd.

To apply, a community must submit a complete, signed copy of this application to:

**Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, Massachusetts 02114
Attention: Rieko Hayashi, Program Coordinator**

**Telephone: 617-573-1426
Email: rieko.hayashi@state.ma.us**

Community Support Narrative, Project Description and Documentation

Please provide a description of the project, including a summary of the project's history and the ways in which the community fulfilled the local action requirement.

The Stables at Bashaw Farm is an Open Space Residential Development consisting of 8 single-family 3-bedroom homeownership dwellings. There will be 6 detached units and one duplex structure consisting of 2 attached units. The site is made up of two parcels totaling approximately 1.3 acres off Colby Farm Road. The development will include the construction of a private road to be maintained by a homeowner's association until and unless accepted by the City of Newburyport.

In accordance with the Newburyport Zoning Ordinance, this project provides one affordable housing unit. This unit will be one of the duplex units (Unit #2 on the site plan) and will have 3-bedrooms and approximately 1,632 s.f. of living area. Utilities include forced hot air heat and town water and sewer. Appliances include a stove, refrigerator, microwave and laundry hookup.

Signatures of Support for the Local Action Units Application

Chief Executive Officer:

defined as the mayor in a city and the board of selectmen in a town, unless some other municipal officer is designated to be the chief executive officer under the provisions of a local charter

Signature: _____

Print Name: Donna D. Holaday, Mayor

Date: _____

Chair, Affordable Housing Trust: (as applicable)

Signature: _____

Print Name: Madeline Nash, Co-Chair

Signature: _____

Print Name: Susanne Cameron, Co-Chair

Date: _____

Municipal Contact Information

Chief Executive Officer

Name Donna D. Holaday, Mayor
Address 60 Pleasant St., Newburyport, MA 01950
Phone 978-465-4413
Email dholaday@cityofnewburyport.com

Town Administrator/Manager

Name N/A
Address _____
Phone _____
Email _____

City/Town Planner (if any)

Name Andrew R. Port, Planning Director
Address 60 Pleasant St., Newburyport, MA 01950
Phone 978-465-4400
Email aport@cityofnewburyport.com

City/Town Counsel

Name Kopelman and Paige
Address 101 Arch St., Boston, MA 02110
Phone 617-556-0007
Email _____

Co-Chairmen, Affordable Housing Trust

Names Madeline Nash, Co-Chair
Susanne Cameron, Co-Chair
Address 60 Pleasant St., Newburyport, MA 01950
Phone 978-465-4400
Email jmtconsult511@gmail.com

Community Contact Person for this project

Name Katelyn Sullivan, Planner
Address Office of Planning & Development, 60 Pleasant St., Newburyport, MA 01950
Phone 978-465-4400
Email kesullivan@cityofnewburyport.com

The Project

Developer

Name The Stables at Bashaw Farm LLC
 Address 229 Stedman St., Lowell, MA 01851
 Phone 978-937-5553
 Email jmillier@dalyholdingcompany.com

Is your municipality utilizing any HOME or CDBG funding for this project? Yes X No

Local tax rate per thousand \$12.64 for Fiscal Year 2021

Site Characteristics

<u>Project Style</u>	<u>Total # of Units</u>	<u># of Units Proposed for LAU Certification</u>
Detached single-family house	<u>8</u>	<u>1</u>
Rowhouse/townhouse	_____	_____
Duplex	_____	_____
Multifamily house (3+ family)	_____	_____
Multifamily rental building	_____	_____
Other (specify)	_____	_____

Unit Composition

Type of Unit:	# of Units	# of BRs	# of Baths	Gross Square Feet	Livable Square Feet	Proposed Sales Prices/Rents	Proposed HOA Fee
Condo Ownership							
Fee Simple Ownership							
Rental							
Affordable:	1	3	2.5	1,632	1,632	\$336,700	\$150.00/mo.
Market:	6	3	2.5	1,987	1,987	\$679,900	\$325/mo.
	1	3	2.5	2,686	2,224	\$899,900	\$325/mo.

Please attach the following documents to your application:

1. Documentation of municipal action (e.g., copy of special permit, CPA funds, land donation, etc.)
2. Long-Term Use Restrictions (request documents before submission):
 - For ownership projects**, this is the Regulatory Agreement for Ownership Developments, redlined to reflect any proposed changes and/or the model deed rider.
 - For rental projects**, this is the Regulatory Agreement for Rental Developments, redlined to reflect any proposed changes.
 - For HOME-funded projects**, this is the HOME covenant/deed restriction. When attaching a HOME deed restriction to a unit, the universal deed rider cannot be used.
3. Documents of Project Sponsor's (developer's) legal existence and authority to sign the Regulatory Agreement:
 - appropriate certificates of Organization/Registration and Good Standing from the Secretary of State's Office
 - mortgagee consents to the Regulatory Agreement
 - trustee certificates or authorization for signer(s) to execute all documents
4. For Condominium Projects Only: The Condominium master deed with schedule of undivided interest in the common areas in percentages set forth in the condominium master deed
5. For Rental Projects Only: A copy of the Local Housing Authority's current Utility Allowances
6. Massachusetts Environmental Policy Act (MEPA) environmental notification form (ENF) – for new construction only (request form before submission)
7. Affirmative Fair Marketing and Lottery Plan, including:
 - ads and flyers with HUD Equal Housing Opportunity logo
 - informational materials for lottery applicants
 - eligibility requirements
 - lottery application and financial forms
 - lottery and resident selection procedures
 - request for local preference and demonstration of need for the preference

- measures to ensure affirmative fair marketing, including outreach methods and venue list
- name of Lottery Agent with contact information

See Section III of the Comprehensive Permit Guidelines at www.mass.gov/dhcd and search for **LIP 40B Guidelines** for more information.

PLEASE CONTACT RIEKO HAYASHI OF OUR OFFICE AT 617-573-1426 IF YOU HAVE ANY QUESTIONS.

THE STABLES AT BASHAW FARM, NEWBURYPORT

LOCAL INITIATIVE PROGRAM APPLICATION FOR LOCAL ACTION UNITS

Application Package

1. LAU Application
 - Sale Price Calculator
 - Site Plan
 - Floor Plan
2. Municipal Decisions
 - Planning Board Special Permit – Zoning Ordinance
 - Planning Board Special Permit – Open Space Development
 - Planning Board Site Plan Review
3. Regulatory Agreement Red-Lined
4. Certificate of Good Standing for Applicant
5. Mortgagee's Consent to RA
6. Condominium Documents & Initial Budget
7. MEPA Form
8. Affirmative Fair Housing Marketing Plan
 - Lottery Information & Application
 - Sample Flyer & Print Ad

THE STABLES AT BASHAW FARM NEWBURYPORT, MA

Purchase Price Limit	
Housing Cost:	
Sales Price	\$336,700
5% Down payment	\$16,835
Mortgage	\$319,865
Interest rate	3.21%
Amortization	30
Monthly P&I Payments	\$1,385.06
Tax Rate	\$12.64
monthly property tax	\$355
Hazard insurance	\$112
PMI	\$208
Condo/HOA fees (if applicable)	\$150
Monthly Housing Cost	\$2,210
Necessary Income:	\$88,395
Household Income:	
# of Bedrooms	3
Sample Household size	4
80% AMI/"Low-Income" Limit	\$101,050
Target Housing Cost (80%AMI)	\$2,526
10% Window	\$88,419
Target Housing Cost (70%AMI)	\$2,210

Comments:

Sample affordable sale price for a 3-bdrm condo in Newburyport, MA using the applicable (Boston-Cambridge-Quincy, MA-NH HUD Metro FMR area) regional 2021 income limit adjusted to the appropriate target household size (i.e. 4-person) and assuming the local 2021 tax rate of \$12.64 and a time-sensitive interest rate of 3.21% (minimum of a quarter percent above the latest prevailing fixed 30-year rate as listed on Freddie Mac's interest rate survey). For sample purposes only, the price assumes an initial affordable condo fee of \$150/mo. Please be aware that this is only an estimate being provided for planning/feasibility purposes and that actual affordable sale price limits must be reviewed and approved by the applicable subsidy program.

THE PREPARATION OF THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTER OF PLANNERS

ROBERT M. DILL, P.E./R.L.S.

FOR REGISTER USE

NEWBURYPORT PLANNING BOARD
 THE SIGNING OFFICER'S COMPLIANCE WITH THE REGISTERING REGULATIONS HAS BEEN MADE OR IS INTENDED.

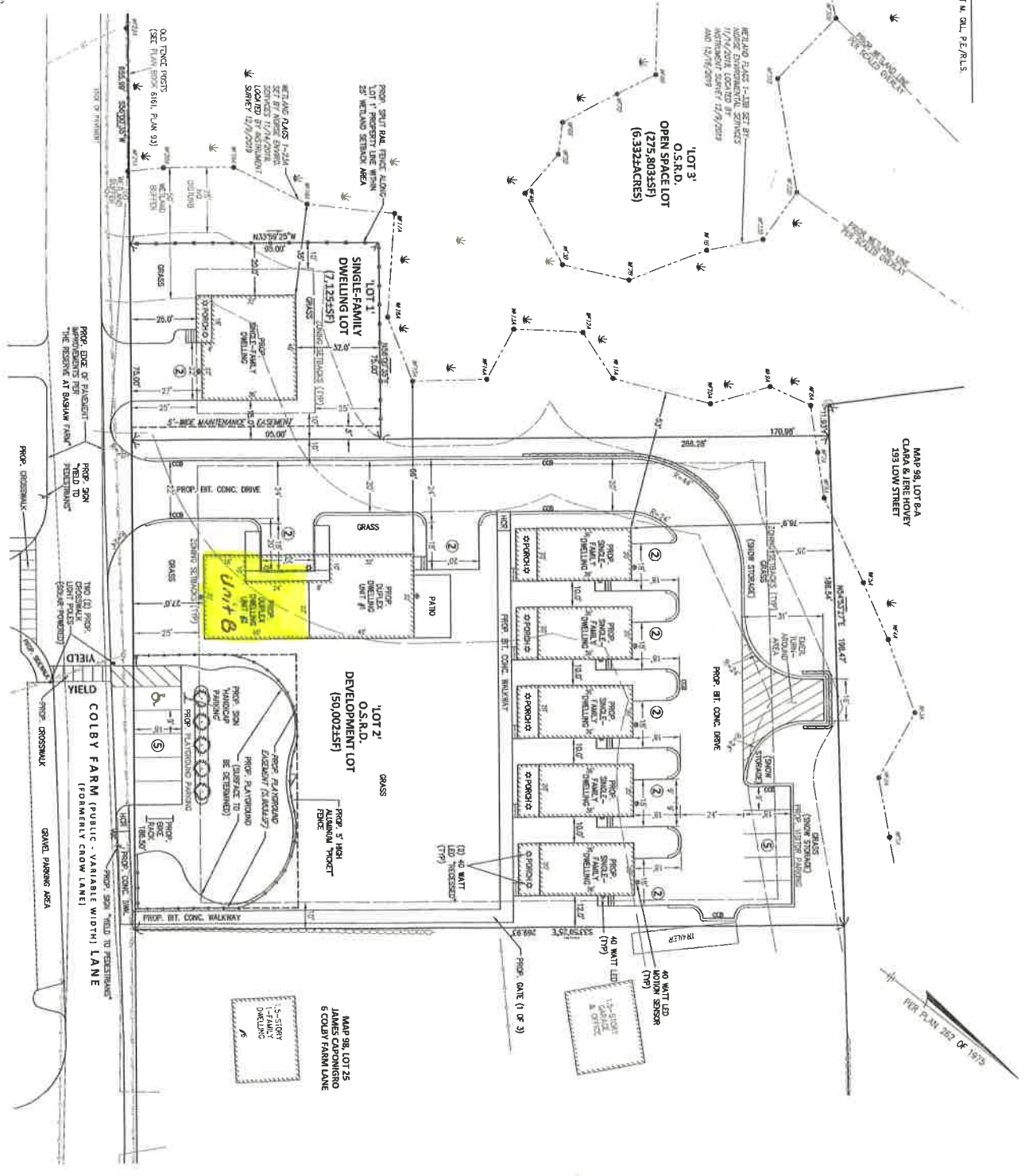
SIGNATURE _____ DATE _____
 SIGNATURE _____ DATE _____
 SIGNATURE _____ DATE _____
 SIGNATURE _____ DATE _____

NEWBURYPORT CITY CLERK
 NO NOTICE OF APPEAL WAS RECEIVED DURING THE 30 DAY NOTICE PERIOD. THE CITY CLERK HAS ADVISED THE PLANNING BOARD APPROVAL OF THE PLAN.

SIGNATURE _____ DATE _____

NEWBURYPORT BOARD OF HEALTH
 DATE OF APPROVAL _____

- ABBREVIATIONS**
- BRG. BUILDING
 - BIT. BITUMINOUS
 - CALC. CALCULATED
 - CONC. CONCRETE
 - REC. RECORD
 - REC. RECORD
 - TP. TYPICAL
- LEGEND**
- STONEMALL
 - SEWER MAINLINE
 - SEWER MANHOLE
 - STONE MARKING
 - UTILITY POLE WITH FLAG
 - 40 WAIT LED "RECESSED"
 - 40 WAIT LED
 - 40 WAIT LED (W/OTN SENSOR)





savoie nolan

ARCHITECTS LLC

1000 Main Street, Suite 200, Salisbury, MA 01905

Front Elevation

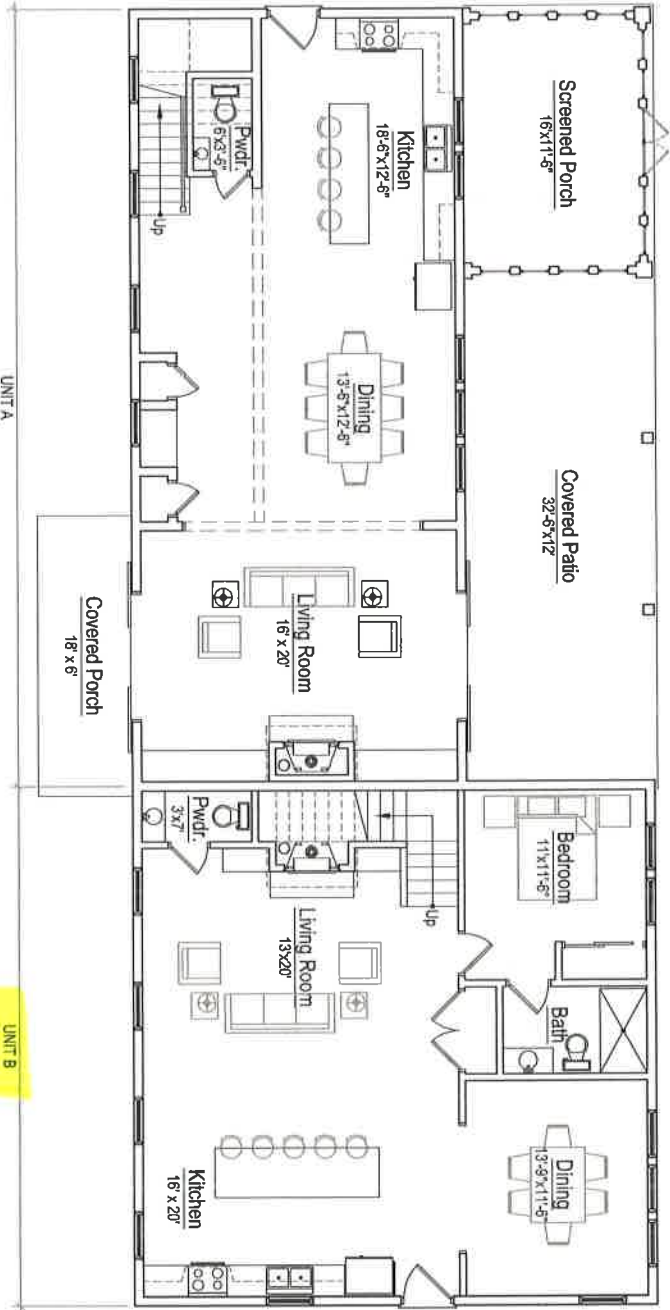
Scale: 1/8"=1'-0"

Barn Duplex

Salisbury, MA

February 27, 2020

© 2020 by Savoie Nolan Architects LLC



UNIT B
AFFORDABLE
UNIT

Proposed First Floor Plan

Scale: 1/8" = 1'-0"

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2020 JUN 22 PM 12: 56



CITY OF NEWBURYPORT
PLANNING BOARD

60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
(978) 465-4400
WWW.CITYOFNEWBURYPORT.COM

**RECORD OF PROCEEDINGS AND
SPECIAL PERMIT DECISION**

APPLICANT: The Daly Group LLC, c/o Lisa Mead, Mead, Talerman & Costa, LLC
30 Green Street
Newburyport, MA 01950

PROPERTY OWNER: Ellsworth Eaton, Jr., Trustee

FILE NO.: 2020-SP-10

PROPERTY ADDRESS: **8, 10, 12 and 18 Colby Farm Lane**

DECISION DATE: 06/03/20

MAP/PARCEL(S): 98-4, 98-5, 98-26, and 98-27

BOOK/PAGE: 15799-31, 26178-1, and 26178-3

ZONING DISTRICT: R1/CFLOD

PROCEDURAL HISTORY:

An application for a Special Permit pursuant to Section VI.C of the City of Newburyport's Zoning Ordinance was made by the above-referenced owner and filed with the Planning Board on 02/28/20 for the following request: *construct 8 dwelling units on two lots*

Notice of the public hearing was published on 03/17/20 and 03/24/20 in the Newburyport Daily News. The public hearing on the application was held on 04/01/20 and continued to 5/6/20, 5/20/20 and 6/3/20.

Upon a motion to approve, made by Leah McGavern and seconded by Rick Taintor, the Planning Board voted as follows:

Bonnie Sontag, Chair	<u>Yes</u>	Don Walters	<u>Yes</u>	Leah McGavern	<u>Yes</u>
James Brugger	<u>Absent</u>	Anne Gardner	<u>Yes</u>	MJ Verde	<u>Yes</u>
Tania Hartford	<u>Abstained</u>	Rick Taintor	<u>Yes</u>	Elisabeth DeLisle	<u>Yes</u>

Having received the necessary two-thirds super majority vote of the Planning Board, in accordance with M.G.L. Chapter 40A Section 9, as amended, the petition was therefore **APPROVED**.

PLANS AND DOCUMENTS:

This Special Permit application was accompanied and augmented by the following plans, drawings, documents, and submittals, which are hereby incorporated into this decision:

- A comprehensive plan set for the proposed project entitled “Open Space Residential Development Plan Set, The Stables at Bashaw Farm, 8, 10, 12, & 18 Colby Farm Lane, Newburyport, MA” dated February 14, 2020 and prepared by Landplex, consisting of the individual drawing sheets listed below:
 - Sheet 1: Title Sheet (most recent revision date: 5/26/20);
 - Sheet 2: Existing Conditions (most recent revision date: 5/26/20);
 - Sheet 3: OSRD Yield Plan (most recent revision date: 5/26/20);
 - Sheet 4: Definitive Subdivision Plan of Land (most recent revision date: 5/26/20);
 - Sheet 5: Layout & Lighting Plan (most recent revision date: 5/26/20);
 - Sheet 6: Grading & Utilities Plan (most recent revision date: 5/26/20);
 - Sheet 7: Erosion & Sedimentation Control Plan (most recent revision date: 5/26/20);
 - Sheet 8: Emergency Vehicle Swept-Path Analysis (most recent revision date: 5/26/20);
 - Sheet 9: Details (most recent revision date: 5/26/20);
 - Sheet 10: Details (most recent revision date: 5/26/20);
 - Sheet 11: Landscaping (most recent revision date: 5/26/20);
 - Sheet 12: Landscaping (most recent revision date: 5/26/20); and
 - Sheet 13: Landscaping (most recent revision date: 5/27/20).
- “Architectural Drawings” prepared by Savoie Nolan Architects, LLC and ArtForm consisting of the individual sheets listed below:
 - Nora Dawn (dated: 3/27/20)
 - Sweet Cherry Pie (dated: 4/8/20)
 - Barn Duplex, Side Elevations (4/28/20)
 - Barn Duplex, Front Elevation (4/20/20)
 - Barn Duplex, Rear Elevation (4/28/20)
- A “Stormwater Report” for 8, 10, 12 & 18 Colby Farm Lane, Newburyport, MA, prepared by Landplex originally dated February 14, 2020 and further revised on April 13, 2020.
- The above plans and submission materials were reviewed by the Planning Board, and a peer review of engineering and Stormwater design was conducted by Christiansen & Sergi, Inc., on behalf of the Planning Board. Additional comments were received from various City Departments on the draft plans which were subsequently revised to address outstanding issues satisfactorily. A full copy of this documentation is on file with the Newburyport Office of Planning & Development, 60 Pleasant Street, Newburyport, MA 01950.
- 3D Color Renderings of the proposed Project (building, site, and landscaping) are on file with the Newburyport Planning Board and the Office of Planning & Development.
- Throughout its deliberations, the Planning Board has been mindful of the statements of the applicants and their representatives, and the comments of the general public, as made at the public hearing.

WAIVERS:

1. Lot area and frontage for Lot 1 as shown on the plan.
2. The proposed turn around for the firetruck behind the set of 5 individual homes at the rear of the property from the current number of turn requirements.

FINDINGS:

In order to grant a Special Permit this Board must first determine that the applicant's project meets certain specific criteria, as provided in Section X-H(7) of the NZO. These criteria and the Board's project specific findings for each are enumerated here:

General Special Permit Criteria:

1. **The use requested is listed in the table of use regulations or elsewhere as in the ordinances requiring a special permit in the district for which application is made or is similar in character to permitted uses in a particular district but is not specifically mentioned.**

The property is located in the CFLROD, which is subject to the dimensional requirements applicable to the R2 zoning district. Single-family residential use is allowed in the table of use regulations by right in the R2 zoning district. The two-family use is permitted under the OSRD Special Permit issued concurrently herewith.

2. **The requested use is essential and/or desirable to the public convenience or welfare.**

The use as single family homes in the R2, as well as a two-family home, by their very nature being allowed as-of-right and Special Permit, have been determined to be essential and/or desirable to the public convenience or welfare.

3. **The requested use will not create undue traffic congestion, or unduly impair pedestrian safety.**

The use as single-family homes is one of the least impactful uses allowed under the Zoning Ordinance. Additionally, there will be only one two-family structure. Traffic impacts are expected to be minimal.

4. **The requested use will not overload any public water, drainage or sewer system or any other municipal system to such an extent that the requested use or any developed use in the immediate area or in any other area of the city will be unduly subjected to hazards affecting health, safety or the general welfare.**

The applicant will construct the project to meet all of the required stormwater regulations.

5. **Any special regulations for the use, set forth in the special permit table are fulfilled.**

All special regulations have are fulfilled as evidenced in the application submission.

6. **The requested use will not, by its addition to a neighborhood, cause an excess of that particular use that could be detrimental to the character of said neighborhood.**

The requested use will not cause an excess of that use, nor be detrimental to the health or welfare or character of the neighborhood. The area is predominantly single-family homes located in an open space residential design.

7. **The proposed use is in harmony with the purpose and intent of this ordinance.**

The purpose of the OSRD is to allow greater flexibility and creativity in design of residential development, permanent preservation of open space and natural resources and encourage more efficient and compact design, among others.

8. **The proposed use shall not be conducted in a manner as to emit any dangerous, noxious, injurious, or otherwise objectionable fire, explosion, radioactive or other hazard, noise, vibration, smoke, dust, odor, or other form of environmental pollution.**

The proposed OSRD shall not be conducted in a manner as to emit any dangerous, noxious, injurious, or otherwise objectionable fire, explosion, radioactive or other hazard, noise, vibration, smoke, dust, odor, or other form of environmental pollution.

VI.C Special Permit Criteria:

- **The application shall include conceptual by-right development plans, such as conventional subdivision, to demonstrate to the planning board that more than one residential structure per lot is a reasonable alternative to other allowed developments of the parcel involved.**

The applicant has submitted conceptual by-right alternative plans showing subdivision on eight individual house lots. The applicant's proposal is a reasonable alternative to other allowed developments on the parcel.

- **A clear public benefit is derived from the proposed development, including but not limited to a long-term restriction involving one or more of the following: a.) Creation of affordable housing; b.) Preservation of historical structure; and/or c.) Conservation of significant natural resources.**

The applicant proposes to create one affordable housing unit in perpetuity and to convey the open space at the rear of the property to the City for open space purposes, shown as Lot 3 on the Plan.

- **Unless the residential structures are located side-by-side and have the same front-yard setback, then one (1) residential structure shall be subordinate to the other dwelling in appearance by meeting either of the following: a.) Covering at least ten (10) percent less building footprint and built no higher than the existing dwelling; or b.) Located entirely within the envelope of an accessory building in existence on the effective date of this ordinance.**

As shown on the plans, the proposal meets these criteria.

- **The plan provides adequate ways furnishing access to each site for such building, in the same manner as otherwise required for lots within a subdivision.**

The plan shows adequate access within the lot and includes a turnaround for emergency vehicles.

- **The proposed residential structures shall comply with all other applicable zoning regulations.**

The proposed new structures otherwise comply with zoning and the OSRD development method.

STANDARD CONDITIONS:

In view of the foregoing findings, the Planning Board hereby grants a Special Permit approval pursuant to Section VI.C subject to the terms and conditions stated below:

1. Recording of Decision and Approved Plans: The applicant shall file this decision with the Southern Essex County Registry of Deeds (or Land Court if registered land) and a copy of the decision stamped with the recording information (Book/Page or Land Court document number) shall be included with the application for any related Building Permits. To ensure compliance with this decision, site/construction plans issued to any contractors shall make clear reference to this written decision and conditions of approval contained herein.
2. Permit Lapse: This permit is valid for two years from the date of approval. The approval shall no longer be valid if a substantial use has not commenced except for good cause or, in the case of a permit for construction, if construction has not commenced except for good cause, within this period. Excluded from any lapse period is the time required to pursue or await the determination of any appeal taken pursuant to MGL, Chapter 40A, Section 17.
3. Provision of Construction Documents: The applicant shall provide documentation to the Building Commissioner and Zoning Administrator with the application for any related Building Permits illustrating that the proposed work has been reviewed and approved by the Water, Sewer, and Engineering Divisions of the City's Department of Public Services (DPS).
4. Curb Cuts: Any new driveway curb cuts that have egress to the public right of way must be approved by the Director of Public Services or Designee in advance of construction.
5. Fire Department Review and Approval: The applicant, owner, successors, or assigns shall be responsible for designing the utilities to meet City standards and ensuring compliance with fire codes prior to commencing work under this approval. The applicant shall provide documentation to the Building Commissioner and Zoning Administrator with the application for any related Building Permits illustrating that the proposed work has been reviewed and approved by the Newburyport Fire Department (NFD).
6. Stormwater Management Permit: If the project involves more than 10,000 square feet of land disturbance, the applicant, owner, his successors or assigns, shall obtain a Stormwater Management Permit under the City of Newburyport Stormwater Management Ordinance (Code of Ordinances, Chapter XVII) from the Department of Public Services prior to beginning any site work, including tree clearing and/or regrading.
7. Modifications to Approved Plans: The applicant, property owner, and their successors or assigns, shall adhere to the above referenced and approved plans which are incorporated herein by reference. Should the applicant and/or property owner determine that a plan(s) needs to be modified, they shall notify the Planning Board and Office of Planning and Development (OPD) of the proposed modifications in writing and obtain approval from the Planning Board (or OPD as specified herein) for such modifications prior to making any changes in the field. The OPD shall determine whether such modifications are minor or major (material) in nature. The Planning Board shall schedule a public hearing for review and approval of any changes deemed major or material in nature to the permit originally issued. Any major or material alterations or changes to the above referenced plans shall require prior approval by the Planning Board. Minor changes may be approved in writing by the OPD without further review by the Planning Board. The determination as to whether an alteration or change in plans is material and therefore subject to Planning Board review shall be made at the discretion of the OPD.
8. Site Lighting: All lighting fixtures, including but not limited to, signage, building, parking lot, site, decorative, and security, shall feature cut off fixtures so that the lights are pointed downward reducing light pollution and glare onto abutting properties.

9. Hours of Construction: The developer shall take reasonable care not to disturb surrounding properties and property owners during construction. Construction work shall be limited to the hours between 7 a.m. and 5 p.m. Monday through Friday and 8 a.m. and 4 p.m. on Saturday.
10. Permit Compliance Contact Form: No site work or construction related to this permit shall begin until a Permit Compliance Contact Form is completed and submitted to the Office of Planning and Development.
11. Trees and Sidewalks: The applicant shall be responsible for compliance with the applicable provisions of Sections II-B.46a, X-H.6.Q, and X-H.7.B.10 of the Newburyport Zoning Ordinance. If the cost of the project exceeds more than 50% of the physical value of the entire property, the applicant shall obtain the written approval from the Newburyport Tree Warden and Department of Public Services with respect to plans and specifications for (1) the reconstruction, repair, and/or replacement, where appropriate, of all city-owned sidewalks actually adjoining the project Property, in accordance with Sections 12-54 and 12-55 of the Newburyport Code of Ordinances; and (2) the planting, preservation, and/or replacement, where appropriate, of street trees along all public rights-of-ways actually adjoining the project Property, in accordance with article VI of chapter 12 of the Newburyport Code of Ordinances. Said improvements shall be completed prior to project closeout and final signoff from the Zoning Administrator for related building permits.
12. Submission of As-Built Plans: One hard copy and one .pdf copy of foundation as-built plan shall be provided to the Office of Planning and Development and Building Department upon foundation completion. One hard copy and one .pdf copy of as-built site plan stamped by a professional engineer shall be submitted to the Office of Planning and Development at the completion of the construction. Certification shall be provided to the Office of Planning and Development that the as-built plans match approved plans.

SPECIAL CONDITIONS

In addition to the foregoing standard conditions, the Planning Board hereby grants approval subject to the special conditions stated below:

1. The following language shall be included within the associated recorded Condominium Association documents and the deed to Lot 1, documentation of such recording to be provided to the Zoning Administrator prior to the issuance of any Occupancy Permits within the proposed OSRD, and shall not be removed without express written permission from the City of Newburyport:

"The subject properties are located along or adjacent to Colby Farm Lane, a roadway which has included municipal facilities established prior to Planning Board approval of the associated residential development of this Property. All owners and successors in interest hereby acknowledge the presence of these lawfully preexisting uses, which will be maintained and operated as long as they are needed by the City, including but not limited to a recycling facility, a compost Property, a storage facility for the parks department and department of public services, open space and trail networks open to the general public."
2. The Applicant and/or Condominium Association shall be responsible for hiring a licensed trash removal company to service the homes within the proposed OSRD until such time as the City of Newburyport agrees to provide trash and recycling pickup services within this private development.

3. Prior to the issuance of the third (3rd) Occupancy Permit within this development the applicant shall provide proof of recording for the fee interest transfer and deed of proposed open space areas within the OSRD to the City of Newburyport, as proposed by the applicant.
4. Prior to the issuance of the last two (2) Occupancy Permits within this development for market rate units, the applicant shall provide proof of recording for a regulatory agreement and deed rider, approved by the Department of Housing and Community Development (“DHCD”) and the City of Newburyport so that the proposed new affordable housing unit in this project is qualified for listing on the City’s Subsidized Housing Inventory (SHI) maintained by DHCD. The Applicant shall pay for the services of a lottery agent relative to the selection of qualified buyers for the affordable unit and any other requirements related thereto.
5. There shall be an accessible playground, as proposed. Prior to issuance of the last two (2) Occupancy Permits within this development for market rate units, the applicant shall provide confirmation from the City’s Parks Director that the playground, as installed, is accessible in accordance with applicable standards. As proposed, the applicant shall extend an offer to the Parks Commission, Mayor, and City Council for acceptance of a public easement over the proposed playground, if they should desire said playground to accommodate the general public as well as residents of this new development.
6. There shall be no residential parking in the public spaces as proposed. The Condominium Association Documents and the deed to Lot 1 shall reflect this prohibition.
7. The provided list of street improvements in the applicant’s letter dated May 27, 2020 shall be completed prior to the issuance of the last two (2) Occupancy Permits and prior to opening of the proposed playground space to any users all subject to standards issued by the Newburyport Department of Public Services for work in the public right-of-way.
8. The proposed playground and all accessible equipment shall be privately owned and maintained. The Applicant shall provide a public access easement to the City for their consideration prior to the last two (2) market rate certificates of occupancy which the City, may, in its sole determination, decide to accept through its Mayor and City Council.
9. The applicant shall submit an ANR Plan to the Planning Board.
10. The applicant shall submit a revised landscape plan that matches the grading sheet prior to any construction on any issuance of any building permits.

CONCLUSION AND DECISION:

For all of the reasons stated herein, the petition for a Special Permit is therefore **APPROVED**.

APPEALS:

Appeals shall be made within twenty (20) days after the date of filing of this decision in the Office of the City Clerk directly to a court of competent jurisdiction in accordance with the provision of M.G.L. Chapter 40A Section 17.

SIGNATURE OF THE BOARD:

The name typed below represents the intent to sign the foregoing document:

Bonnie Sontag
Bonnie Sontag, Chair

6/17/2020
Date

CITY CLERK CERTIFICATION:

I, _____, City Clerk of the City of Newburyport, hereby certify pursuant to M.G.L. Chapter 40A Section 17, that the Special Permit decision for the property known as 8, 10, 12 and 18 Colby Farm Lane was filed in the Office of the City Clerk on _____. Twenty (20) days have elapsed since the decision was filed and no appeal has been filed.

City Clerk

Date

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2020 JUN 22 PM 12:56



CITY OF NEWBURYPORT
PLANNING BOARD
60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
(978) 465-4400
WWW.CITYOFNEWBURYPORT.COM

**RECORD OF PROCEEDINGS AND
SPECIAL PERMIT DECISION**

APPLICANT: The Daly Group LLC, c/o Lisa Mead, Mead, Talerman & Costa, LLC
30 Green Street
Newburyport, MA 01950

PROPERTY OWNER: Ellsworth Eaton, Jr., Trustee

FILE NO.: 2020-SP-11

PROPERTY ADDRESS: **8, 10, 12 and 18 Colby Farm Lane**

DECISION DATE: 06/03/20

MAP/PARCEL(S): 98-4, 98-5, 98-26, and 98-27

BOOK/PAGE: 15799-31, 26178-1, and 26178-3

ZONING DISTRICT: R1/CFLOD

PROCEDURAL HISTORY:

An application for a **Special Permit** pursuant to Section XIV Open Space Residential Development of the City of Newburyport's Zoning Ordinance was made by the above-referenced owner and filed with the Planning Board on 02/28/20 for the following request: *open space residential development*

Notice of the public hearing was published on 03/17/20 and 03/24/20 in the Newburyport Daily News. A public hearing on the application was held on 04/01/20 and continued to 5/6/20, 5/20/20 and 6/3/20.

Upon a motion to approve, made by Leah McGavern and seconded by Rick Taintor, the Planning Board voted as follows:

Bonnie Sontag, Chair	<u>Yes</u>	Don Walters	<u>Yes</u>	Leah McGavern	<u>Yes</u>
James Brugger	<u>Absent</u>	Anne Gardner	<u>Yes</u>	MJ Verde	<u>Yes</u>
Tania Hartford	<u>Abstained</u>	Rick Taintor	<u>Yes</u>	Elisabeth DeLisle	<u>Yes</u>

Having received the necessary two-thirds super majority vote of the Planning Board, in accordance with M.G.L. Chapter 40A Section 9, as amended, the petition was therefore **APPROVED**.

PLANS AND DOCUMENTS:

This Special Permit application was accompanied and augmented by the following plans, drawings, documents, and submittals, which are hereby incorporated into this decision:

- A comprehensive plan set for the proposed project entitled “Open Space Residential Development Plan Set, The Stables at Bashaw Farm, 8, 10, 12, & 18 Colby Farm Lane, Newburyport, MA” dated February 14, 2020 and prepared by Landplex, consisting of the individual drawing sheets listed below:
 - Sheet 1: Title Sheet (most recent revision date: 5/26/20);
 - Sheet 2: Existing Conditions (most recent revision date: 5/26/20);
 - Sheet 3: OSRD Yield Plan (most recent revision date: 5/26/20);
 - Sheet 4: Definitive Subdivision Plan of Land (most recent revision date: 5/26/20);
 - Sheet 5: Layout & Lighting Plan (most recent revision date: 5/26/20);
 - Sheet 6: Grading & Utilities Plan (most recent revision date: 5/26/20);
 - Sheet 7: Erosion & Sedimentation Control Plan (most recent revision date: 5/26/20);
 - Sheet 8: Emergency Vehicle Swept-Path Analysis (most recent revision date: 5/26/20);
 - Sheet 9: Details (most recent revision date: 5/26/20);
 - Sheet 10: Details (most recent revision date: 5/26/20);
 - Sheet 11: Landscaping (most recent revision date: 5/26/20);
 - Sheet 12: Landscaping (most recent revision date: 5/26/20); and
 - Sheet 13: Landscaping (most recent revision date: 5/27/20).
- “Architectural Drawings” prepared by Savoie Nolan Architects, LLC and ArtForm consisting of the individual sheets listed below:
 - Nora Dawn (dated: 3/27/20)
 - Sweet Cherry Pie (dated: 4/8/20)
 - Barn Duplex, Side Elevations (4/28/20)
 - Barn Duplex, Front Elevation (4/20/20)
 - Barn Duplex, Rear Elevation (4/28/20)
- A “Stormwater Report” for 8, 10, 12 & 18 Colby Farm Lane, Newburyport, MA, prepared by Landplex originally dated February 14, 2020 and further revised on April 13, 2020.
- The above plans and submission materials were reviewed by the Planning Board, and a peer review of engineering and Stormwater design was conducted by Christiansen & Sergi, Inc., on behalf of the Planning Board. Additional comments were received from various City Departments on the draft plans which were subsequently revised to address outstanding issues satisfactorily. A full copy of this documentation is on file with the Newburyport Office of Planning & Development, 60 Pleasant Street, Newburyport, MA 01950.
- 3D Color Renderings of the proposed Project (building, site, and landscaping) are on file with the Newburyport Planning Board and the Office of Planning & Development.
- Throughout its deliberations, the Planning Board has been mindful of the statements of the applicants and their representatives, and the comments of the general public, as made at the public hearing.

WAIVERS:

1. Lot area and frontage for Lot 1 as shown on the plan.
2. The proposed turn around for the firetruck behind the set of 5 individual homes at the rear of the property from the current number of turn requirements.

FINDINGS:

In order to grant a Special Permit this Board must first determine that the applicant's project meets certain specific criteria, as provided in Section X-H(7) of the NZO. These criteria and the Board's project specific findings for each are enumerated here:

General Special Permit Criteria:

- 1. The use requested is listed in the table of use regulations or elsewhere as in the ordinances requiring a special permit in the district for which application is made or is similar in character to permitted uses in a particular district but is not specifically mentioned.**

The property is located in the CFLROD, which is subject to the dimensional requirements applicable to the R2 zoning district. Single-family residential use is allowed in the table of use regulations by right in the R2 zoning district. The two-family use is authorized under Section XIV-H (4) of the OSRD provisions of the Ordinance.

- 2. The requested use is essential and/or desirable to the public convenience or welfare.**

The use as single family homes in the R2, as well as a two-family home, by their very nature being allowed as-of-right and Special Permit, have been determined to be essential and/or desirable to the public convenience or welfare.

- 3. The requested use will not create undue traffic congestion, or unduly impair pedestrian safety.**

The use as single-family homes is one of the least impactful uses allowed under the Zoning Ordinance. Additionally, there will be only one two-family structure. Traffic impacts are expected to be minimal.

- 4. The requested use will not overload any public water, drainage or sewer system or any other municipal system to such an extent that the requested use or any developed use in the immediate area or in any other area of the city will be unduly subjected to hazards affecting health, safety or the general welfare.**

The applicant will construct the project to meet all of the required stormwater regulations.

- 5. Any special regulations for the use, set forth in the special permit table are fulfilled.**

All special regulations have are fulfilled as evidenced in the application submission.

- 6. The requested use will not, by its addition to a neighborhood, cause an excess of that particular use that could be detrimental to the character of said neighborhood.**

The requested use will not cause an excess of that use, nor be detrimental to the health or welfare or character of the neighborhood. The area is predominantly single-family homes located in an open space residential design.

- 7. The proposed use is in harmony with the purpose and intent of this ordinance.**

The purpose of the OSRD is to allow greater flexibility and creativity in design of residential development, permanent preservation of open space and natural resources and encourage more efficient and compact design, among others.

- 8. The proposed use shall not be conducted in a manner as to emit any dangerous, noxious, injurious, or otherwise objectionable fire, explosion, radioactive or other hazard, noise, vibration, smoke, dust, odor, or other form of environmental pollution.**

The proposed OSRD shall not be conducted in a manner as to emit any dangerous, noxious, injurious, or otherwise objectionable fire, explosion, radioactive or other hazard, noise, vibration, smoke, dust, odor, or other form of environmental pollution.

OSRD Specific Criteria:

- 1. Whether the OSRD achieves greater flexibility and creativity in the design of residential developments than a CDP.**

The use of an OSRD to develop the property allows the applicant greater flexibility to create smaller lots that are clustered in smaller portions of the property rather than using all of the property for individual homeowners. The proposed OSRD clusters 8 homes towards the front of the property and will provide 80% open space.

- 2. Whether the OSRD promotes permanent preservation of open space, scenic vistas, agricultural land, forestry land, wildlife and rare species habitat, other natural resources and features, including aquifers, waterbodies, areas of critical environmental concern, and wetlands, and historical and archeological resources in a manner that is consistent with the City of Newburyport Master Plan, City of Newburyport Strategic Land Use Plan and City of Newburyport Open Space Plan.**

The proposed OSRD will promote the preservation of open space and recreation in accordance with the City of Newburyport Master Plan. The proposed OSRD proposes a conservation restriction to be conveyed to the City.

- 3. Whether the OSRD promotes a more efficient and compact form of development that consumes less open land and natural materials and conforms to existing topography and natural features better than a CDP.**

The use of an OSRD in the development of the property will allow for residential lots with less area than in required in a CDP. This configuration will consume less land than a CDP with the same number of lots.

- 4. Whether the OSRD reduces the total amount of disturbance on the Property as compared with a CDP.**

An eight (8) dwelling unit CDP would cause more disturbance on the property than the proposed OSRD and would not be in keeping with the overall feel of this area in the City. The additional disturbances primarily result from the larger required lot area and longer roads.

- 5. Whether the OSRD furthers the goals and policies of the City of Newburyport Master Plan, City of Newburyport Strategic Land Use Plan and City of Newburyport Open Space Plan as amended from time to time.**

The proposed OSRD furthers the goals and policies of the City of Newburyport Master Plan with respect to the preservation of open space.

6. **Whether the OSRD facilitates the construction and maintenance of housing, streets, utilities, and public services in a more economical and efficient manner than a CDP.**

The proposed OSRD will allow for a more efficient construction of public services, streets, and utilities than a CDP primarily due to the placement of the residential lots which are smaller than a CDP and located closer to an existing public road.

7. **Whether the OSRD Special Permit Plan and other supporting documentation complies with all provisions of section XIV.**

The OSRD application complies with the provisions in section XIV.

8. **Whether the proposed construction of housing, landscape, and streetscape is in harmony with the overall architectural heritage and historic character of the City of Newburyport.**

The (8) eight proposed units within the OSRD have been designed to be in harmony with the streetscape and complement the existing neighborhood.

9. **If applicable, whether the OSRD meets the affordable housing requirements as compared to a CDP.**

The proposed OSRD will provide (1) one affordable housing unit.

STANDARD CONDITIONS:

In view of the foregoing findings, the Planning Board hereby grants a Special Permit approval pursuant to Section XIV OSRD subject to the terms and conditions stated below:

1. **Recording of Decision and Approved Plans:** The applicant shall file this decision with the Southern Essex County Registry of Deeds (or Land Court if registered land) and a copy of the decision stamped with the recording information (Book/Page or Land Court document number) shall be included with the application for any related Building Permits. To ensure compliance with this decision, site/construction plans issued to any contractors shall make clear reference to this written decision and conditions of approval contained herein.
2. **Permit Lapse:** This permit is valid for two years from the date of approval. The approval shall no longer be valid if a substantial use has not commenced except for good cause or, in the case of a permit for construction, if construction has not commenced except for good cause, within this period. Excluded from any lapse period is the time required to pursue or await the determination of any appeal taken pursuant to MGL, Chapter 40A, Section 17.
3. **Provision of Construction Documents:** The applicant shall provide documentation to the Building Commissioner and Zoning Administrator with the application for any related Building Permits illustrating that the proposed work has been reviewed and approved by the Water, Sewer, and Engineering Divisions of the City's Department of Public Services (DPS).
4. **Curb Cuts:** Any new driveway curb cuts that have egress to the public right of way must be approved by the Director of Public Services or Designee in advance of construction.
5. **Fire Department Review and Approval:** The applicant, owner, successors, or assigns shall be responsible for designing the utilities to meet City standards and ensuring compliance with fire codes prior to commencing work under this approval. The applicant shall provide documentation to the Building Commissioner and Zoning Administrator with the application for any related Building Permits illustrating that the proposed work has been reviewed and approved by the Newburyport Fire Department (NFD).

6. Stormwater Management Permit: If the project involves more than 10,000 square feet of land disturbance, the applicant, owner, his successors or assigns, shall obtain a Stormwater Management Permit under the City of Newburyport Stormwater Management Ordinance (Code of Ordinances, Chapter XVII) from the Department of Public Services prior to beginning any site work, including tree clearing and/or regrading.
7. Modifications to Approved Plans: The applicant, property owner, and their successors or assigns, shall adhere to the above referenced and approved plans which are incorporated herein by reference. Should the applicant and/or property owner determine that a plan(s) needs to be modified, they shall notify the Planning Board and Office of Planning and Development (OPD) of the proposed modifications in writing and obtain approval from the Planning Board (or OPD as specified herein) for such modifications prior to making any changes in the field. The OPD shall determine whether such modifications are minor or major (material) in nature. The Planning Board shall schedule a public hearing for review and approval of any changes deemed major or material in nature to the permit originally issued. Any major or material alterations or changes to the above referenced plans shall require prior approval by the Planning Board. Minor changes may be approved in writing by the OPD without further review by the Planning Board. The determination as to whether an alteration or change in plans is material and therefore subject to Planning Board review shall be made at the discretion of the OPD.
8. Site Lighting: All lighting fixtures, including but not limited to, signage, building, parking lot, site, decorative, and security, shall feature cut off fixtures so that the lights are pointed downward reducing light pollution and glare onto abutting properties.
9. Hours of Construction: The developer shall take reasonable care not to disturb surrounding properties and property owners during construction. Construction work shall be limited to the hours between 7 a.m. and 5 p.m. Monday through Friday and 8 a.m. and 4 p.m. on Saturday.
10. Permit Compliance Contact Form: No site work or construction related to this permit shall begin until a Permit Compliance Contact Form is completed and submitted to the Office of Planning and Development.
11. Trees and Sidewalks: The applicant shall be responsible for compliance with the applicable provisions of Sections II-B.46a, X-H.6.Q, and X-H.7.B.10 of the Newburyport Zoning Ordinance. If the cost of the project exceeds more than 50% of the physical value of the entire property, the applicant shall obtain the written approval from the Newburyport Tree Warden and Department of Public Services with respect to plans and specifications for (1) the reconstruction, repair, and/or replacement, where appropriate, of all city-owned sidewalks actually adjoining the project Property, in accordance with Sections 12-54 and 12-55 of the Newburyport Code of Ordinances; and (2) the planting, preservation, and/or replacement, where appropriate, of street trees along all public rights-of-ways actually adjoining the project Property, in accordance with article VI of chapter 12 of the Newburyport Code of Ordinances. Said improvements shall be completed prior to project closeout and final signoff from the Zoning Administrator for related building permits.
12. Submission of As-Built Plans: One hard copy and one .pdf copy of foundation as-built plan shall be provided to the Office of Planning and Development and Building Department upon foundation completion. One hard copy and one .pdf copy of as-built site plan stamped by a professional engineer shall be submitted to the Office of Planning and Development at the completion of the construction. Certification shall be provided to the Office of Planning and Development that the as-built plans match approved plans.

SPECIAL CONDITIONS

In addition to the foregoing standard conditions, the Planning Board hereby grants approval subject to the special conditions stated below:

1. The following language shall be included within the associated recorded Condominium Association documents and the deed to Lot 1, documentation of such recording to be provided to the Zoning Administrator prior to the issuance of any Occupancy Permits within the proposed OSRD, and shall not be removed without express written permission from the City of Newburyport:

"The subject properties are located along or adjacent to Colby Farm Lane, a roadway which has included municipal facilities established prior to Planning Board approval of the associated residential development of this Property. All owners and successors in interest hereby acknowledge the presence of these lawfully preexisting uses, which will be maintained and operated as long as they are needed by the City, including but not limited to a recycling facility, a compost Property, a storage facility for the parks department and department of public services, open space and trail networks open to the general public."

2. The Applicant and/or Condominium Association shall be responsible for hiring a licensed trash removal company to service the homes within the proposed OSRD until such time as the City of Newburyport agrees to provide trash and recycling pickup services within this private development.
3. Prior to the issuance of the third (3rd) Occupancy Permit within this development the applicant shall provide proof of recording for the fee interest transfer and deed of proposed open space areas within the OSRD to the City of Newburyport, as proposed by the applicant.
4. Prior to the issuance of the last two (2) Occupancy Permits within this development for market rate units, the applicant shall provide proof of recording for a regulatory agreement and deed rider, approved by the Department of Housing and Community Development ("DHCD") and the City of Newburyport so that the proposed new affordable housing unit in this project is qualified for listing on the City's Subsidized Housing Inventory (SHI) maintained by DHCD. The Applicant shall pay for the services of a lottery agent relative to the selection of qualified buyers for the affordable unit and any other requirements related thereto.
5. There shall be an accessible playground, as proposed. Prior to issuance of the last two (2) Occupancy Permits within this development for market rate units, the applicant shall provide confirmation from the City's Parks Director that the playground, as installed, is accessible in accordance with applicable standards. As proposed, the applicant shall extend an offer to the Parks Commission, Mayor and City Council for acceptance of a public easement over the proposed playground, if they should desire said playground to accommodate the general public as well as residents of this new development.
6. There shall be no residential parking in the public spaces as proposed. The Condominium Association Documents and the deed to Lot 1 shall reflect this prohibition.
7. The provided list of street improvements in the applicant's letter dated May 27, 2020 shall be completed prior to the issuance of the last two (2) Occupancy Permits and prior to opening of the proposed playground space to any users all subject to standards issued by the Newburyport Department of Public Services for work in the public right-of-way.

8. The proposed playground and all accessible equipment shall be privately owned and maintained. The Applicant shall provide a public access easement to the City for their consideration prior to the last two (2) market rate certificates of occupancy which the City, may, in its sole determination, decide to accept through its Mayor and City Council.
9. The applicant shall submit an ANR Plan to the Planning Board.
10. The applicant shall submit a revised landscape plan that matches the grading sheet prior to any construction on any issuance of any building permits.

CONCLUSION AND DECISION:

For all of the reasons stated herein, the petition for a Special Permit is therefore **APPROVED**.

APPEALS:

Appeals shall be made within twenty (20) days after the date of filing of this decision in the Office of the City Clerk directly to a court of competent jurisdiction in accordance with the provision of M.G.L. Chapter 40A Section 17.

SIGNATURE OF THE BOARD:

The name typed below represents the intent to sign the foregoing document:

Bonnie Sontag
Bonnie Sontag, Chair

6/17/2020
Date

CITY CLERK CERTIFICATION:

I, _____, City Clerk of the City of Newburyport, hereby certify pursuant to M.G.L. Chapter 40A Section 17, that the Special Permit decision for the property known as 8, 10, 12 and 18 Colby Farm Lane was filed in the Office of the City Clerk on _____. Twenty (20) days have elapsed since the decision was filed and no appeal has been filed.

City Clerk

Date

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2020 JUN 22 PM 12: 56



CITY OF NEWBURYPORT
PLANNING BOARD
60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
(978) 465-4400
WWW.CITYOFNEWBURYPORT.COM

**RECORD OF PROCEEDINGS AND
SITE PLAN REVIEW DECISION**

APPLICANT: The Daly Group LLC c/o Lisa Mead, Mead, Talerman & Costa, LLC
30 Green Street
Newburyport, MA 01950

PROPERTY OWNER: Ellsworth Eaton, Jr. Trustee

FILE NO.: 2020-SPR-04

PROPERTY ADDRESS: **8, 10, 12 and 18 Colby Farm Lane**

DECISION DATE: 06/03/20

MAP/PARCEL(S): 98-4, 98-5, 98-26, and 98-27

BOOK/PAGE: 15799-31, 26178-1, and 26178-3

ZONING DISTRICT: R1/CFLOD

PROCEDURAL HISTORY:

An application for Site Plan Review pursuant to Section XV of the City of Newburyport's Zoning Ordinance was made by the above-referenced owner and filed with the Planning Board on 02/28/20 for the following request: *major site plan review for a residential development*

Notice of the public hearing was published on 03/17/20 and 03/24/20 in the Newburyport Daily News. The public hearing on the application was held on 04/01/20 and continued to 5/6/20, 5/20/20 and 6/3/20.

Upon a motion to approve, made by Rick Taintor and seconded by Leah McGavern, the Planning Board voted as follows:

Bonnie Sontag, Chair	<u>Yes</u>	Don Walters	<u>Yes</u>	Leah McGavern	<u>Yes</u>
James Brugger	<u>Absent</u>	Anne Gardner	<u>Yes</u>	MJ Verde	<u>Yes</u>
Tania Hartford	<u>Abstained</u>	Rick Taintor	<u>Yes</u>	Elisabeth DeLisle	<u>Yes</u>

Having received the necessary two-thirds majority vote of the Planning Board, in accordance with M.G.L. Chapter 40A Section 9, as amended, the petition was therefore **APPROVED**.

PLANS AND DOCUMENTS:

This Site Plan Review application was accompanied and augmented by the following plans, drawings, documents, and submittals, which are hereby incorporated into this decision:

- A comprehensive plan set for the proposed project entitled “Open Space Residential Development Plan Set, The Stables at Bashaw Farm, 8, 10, 12, & 18 Colby Farm Lane, Newburyport, MA” dated February 14, 2020 and prepared by Landplex, consisting of the individual drawing sheets listed below:
 - Sheet 1: Title Sheet (most recent revision date: 5/26/20);
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- A “Stormwater Report” for 8, 10, 12 & 18 Colby Farm Lane, Newburyport, MA, prepared by Landplex originally dated February 14, 2020 and further revised on April 13, 2020.
- The above plans and submission materials were reviewed by the Planning Board, and a peer review of engineering and Stormwater design was conducted by Christiansen & Sergi, Inc., on behalf of the Planning Board. Additional comments were received from various City Departments on the draft plans which were subsequently revised to address outstanding issues satisfactorily. A full copy of this documentation is on file with the Newburyport Office of Planning & Development, 60 Pleasant Street, Newburyport, MA 01950.
- 3D Color Renderings of the proposed Project (building, site, and landscaping) are on file with the Newburyport Planning Board and the Office of Planning & Development.
- Throughout its deliberations, the Planning Board has been mindful of the statements of the applicants and their representatives, and the comments of the general public, as made at the public hearing.

WAIVERS:

The applicant requested waivers from submitting a traffic report and a full environmental and community impact analysis.

FINDINGS:

In order to grant Site Plan approval, the Board must first determine that the applicant's project meets specific criteria, as provided in Section XV-G of the NZO. These criteria and the Board's project specific findings for each are enumerated here:

Community Character

The property is located in the R1 zoning district and the CFLROD. The project proposed is consistent with the general character and reflects the rural nature of the neighborhood.

Traffic, Parking and Public Access

The property use will have minimal traffic impact. There will be twenty-one spaces to support the residential use.

Health

This project will not involve any substantial noise, vibration, gas, fumes, odor, dust or other objectionable features.

Public Services and Utilities

The proposed work will not overload any public water, drainage, or sewer system or any other municipal systems.

Land Use Planning

The proposal is consistent with general land use planning in the vicinity and is compatible with adjoining land uses.

Open Space and Environmental Protection

The property is 7.631 acres, of which 80% will be preserved open space. The stormwater plan ensures protection of the wetlands.

STANDARD CONDITIONS:

In view of the foregoing findings, the Planning Board hereby grants Site Plan approval pursuant to Section XV subject to the terms and conditions stated below:

1. **Recording of Decision and Approved Plans:** The applicant shall file this decision with the Southern Essex County Registry of Deeds (or Land Court if registered land) and a copy of the decision stamped with the recording information (Book/Page or Land Court document number) shall be included with the application for any related Building Permits. To ensure compliance with this decision, site/construction plans issued to any contractors shall make clear reference to this written decision and conditions of approval contained herein.
2. **Permit Lapse:** This permit is valid for two years from the date of approval. The approval shall no longer be valid if a substantial use has not commenced except for good cause or, in the case of a permit for construction, if construction has not commenced except for good cause, within this period. Excluded from any lapse period is the time required to pursue or await the determination of any appeal taken pursuant to MGL, Chapter 40A, Section 17.

3. Provision of Construction Documents: The applicant shall provide documentation to the Building Commissioner and Zoning Administrator with the application for any related Building Permits illustrating that the proposed work has been reviewed and approved by the Water, Sewer, and Engineering Divisions of the City's Department of Public Services (DPS).
4. Curb Cuts: Any new driveway curb cuts that have egress to the public right of way must be approved by the Director of Public Services or Designee in advance of construction.
5. Fire Department Review and Approval: The applicant, owner, successors, or assigns shall be responsible for designing the utilities to meet City standards and ensuring compliance with fire codes prior to commencing work under this approval. The applicant shall provide documentation to the Building Commissioner and Zoning Administrator with the application for any related Building Permits illustrating that the proposed work has been reviewed and approved by the Newburyport Fire Department (NFD).
6. Stormwater Management Permit: If the project involves more than 10,000 square feet of land disturbance, the applicant, owner, his successors or assigns, shall obtain a Stormwater Management Permit under the City of Newburyport Stormwater Management Ordinance (Code of Ordinances, Chapter XVII) from the Department of Public Services prior to beginning any site work, including tree clearing and/or regrading.
7. Modifications to Approved Plans: The applicant, property owner, and their successors or assigns, shall adhere to the above referenced and approved plans which are incorporated herein by reference. Should the applicant and/or property owner determine that a plan(s) needs to be modified, they shall notify the Planning Board and Office of Planning and Development (OPD) of the proposed modifications in writing and obtain approval from the Planning Board (or OPD as specified herein) for such modifications prior to making any changes in the field. The OPD shall determine whether such modifications are minor or major (material) in nature. The Planning Board shall schedule a public hearing for review and approval of any changes deemed major or material in nature to the permit originally issued. Any major or material alterations or changes to the above referenced plans shall require prior approval by the Planning Board. Minor changes may be approved in writing by the OPD without further review by the Planning Board. The determination as to whether an alteration or change in plans is material and therefore subject to Planning Board review shall be made at the discretion of the OPD.
8. Site Lighting: All lighting fixtures, including but not limited to, signage, building, parking lot, site, decorative, and security, shall feature cut off fixtures so that the lights are pointed downward reducing light pollution and glare onto abutting properties.
9. Hours of Construction: The developer shall take reasonable care not to disturb surrounding properties and property owners during construction. Construction work shall be limited to the hours between 7 a.m. and 5 p.m. Monday through Friday and 8 a.m. and 4 p.m. on Saturday.
10. Permit Compliance Contact Form: No site work or construction related to this permit shall begin until a Permit Compliance Contact Form is completed and submitted to the Office of Planning and Development.
11. Trees and Sidewalks: The applicant shall be responsible for compliance with the applicable provisions of Sections II-B.46a, X-H.6.Q, and X-H.7.B.10 of the Newburyport Zoning Ordinance. If the cost of the project exceeds more than 50% of the physical value of the entire property, the applicant shall obtain the written approval from the Newburyport Tree Warden and Department of Public Services with respect to plans and specifications for (1) the reconstruction, repair,

and/or replacement, where appropriate, of all city-owned sidewalks actually adjoining the project Property, in accordance with Sections 12-54 and 12-55 of the Newburyport Code of Ordinances; and (2) the planting, preservation, and/or replacement, where appropriate, of street trees along all public rights-of-ways actually adjoining the project Property, in accordance with article VI of chapter 12 of the Newburyport Code of Ordinances. Said improvements shall be completed prior to project closeout and final signoff from the Zoning Administrator for related building permits.

12. Submission of As-Built Plans: One hard copy and one .pdf copy of foundation as-built plan shall be provided to the Office of Planning and Development and Building Department upon foundation completion. One hard copy and one .pdf copy of as-built site plan stamped by a professional engineer shall be submitted to the Office of Planning and Development at the completion of the construction. Certification shall be provided to the Office of Planning and Development that the as-built plans match approved plans.
13. Digital Plans: Prior to any construction, the applicant shall provide the Office of Planning & Development with one (1) copy of the entire approved plan set in both CAD and .pdf formats. All digital mapping data must be delivered in the Massachusetts State Plane Coordinate system with a horizontal datum of NAD83, units of U.S. survey feet and a vertical datum of NAVD 88.
14. Project Review Fees: Per Section 4 of the Planning Board's Regulations Governing Fees and Fee Schedules, Project Review Fees shall be paid in full prior to the start of work.
15. Construction Review: The proposed construction will require regular inspection by the Planning Board's consultant engineer as well as the Department of Public Services (DPS). Such inspections are necessary to ensure that the proposed project is constructed in accordance with the approved plans, to summarize and estimate the cost of remaining work, and to immediately address any issues that may arise during the construction of the project. The cost of such review and inspections shall be borne by the applicant. To cover the cost of these services the applicant shall replenish and maintain a Project Review Fee of \$5,000. Such funds shall be held by the Planning Board in an escrow account. Whenever notified that the funds in said escrow account have depleted to less than twenty-five (25) percent of the initial Project Review Fee, the applicant shall immediately thereupon deposit sufficient funds to return the account to the initial balance. The balance of said peer review account shall be replenished to the initial Project Review Fee prior to any construction on site. Upon completion of the project, any remaining funds shall be returned to the applicant.
16. Construction Schedule: No site work or construction related to this permit shall begin until an estimated Construction Schedule is completed and submitted to the Office of Planning and Development.

SPECIAL CONDITIONS

In addition to the foregoing standard conditions, the Planning Board hereby grants approval subject to the special conditions stated below:

1. The applicant shall submit a revised landscape plan that matches the grading sheet prior to any construction on any issuance of any building permits.

CONCLUSION AND DECISION:

For all of the reasons stated herein, the petition for a Site Plan Review is therefore **APPROVED**.

APPEALS:

Appeals shall be made within twenty (20) days after the date of filing of this decision in the Office of the City Clerk directly to a court of competent jurisdiction in accordance with the provision of M.G.L. Chapter 40A Section 17.

SIGNATURE OF THE BOARD:

The name typed below represents the intent to sign the foregoing document:

Bonnie Sontag
Bonnie Sontag, Chair

6/17/2020
Date

CITY CLERK CERTIFICATION:

I, _____, City Clerk of the City of Newburyport, hereby certify pursuant to M.G.L. Chapter 40A Section 17, that the Site Plan Review decision for the property known as 8, 10, 12 and 18 Colby Farm Lane was filed in the Office of the City Clerk on _____. Twenty (20) days have elapsed since the decision was filed and no appeal has been filed.

City Clerk

Date

LOCAL INITIATIVE PROGRAM
REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
OWNERSHIP PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this ___ day of _____ 2020— by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of the Acts of 2007, the City/Town of Newburyport _____ ("the Municipality"), and The Stables at Bashaw Farm LLC _____, a Massachusetts corporation/limited partnership/limited liability company, having an address at 229 Stedman Street, Lowell, MA 01851 _____, and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Project Sponsor intends to construct a housing development known as The Stables at Bashaw Farm _____ at a 7.643—acre site on Colby Farm Lane _____ Street/Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of eight (8)— condominium units/detached dwellings (the "Units") and one (1)— of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the "Low and Moderate Income Units");

WHEREAS, ~~[For comprehensive permit projects add: upon application of the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor, DHCD made a determination of project eligibility pursuant to 760 CMR 56.04 and the Project Sponsor has received a comprehensive permit from the Zoning Board of Appeals of the Municipality, which permit is recorded/filed at the _____ Registry of Deeds/Registry District of the Land Court (the "Registry") in Book _____, Page _____/as Document No. _____ (the "Comprehensive Permit")] [For Local Action Units add: the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD with the LIP Program; and~~

WHEREAS, ~~in partial consideration of the execution of this Agreement, [for comprehensive permit projects add: DHCD is issuing its final approval of the Project within the LIP Program pursuant to Section 19 of this Agreement, and has given and will give technical and other assistance to the Project] [for Local Action Units add: DHCD has given and will give technical and other assistance to the Project];~~

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications"). ~~[for comprehensive permit projects add: and in accordance with all terms and conditions of the Comprehensive Permit].~~ In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD, and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

<u>0</u>	-	of the Low and Moderate Income Units shall be one bedroom units;
<u>0</u>	-	of the Low and Moderate Income Units shall be two bedroom units;
<u>1</u>	-	of the Low and Moderate Income Units shall be three bedroom units; and,
<u>0</u>	-	of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

one bedroom units	-	700 square feet
two bedroom units	-	900 square feet
three bedroom units	-	1200 square feet
four bedroom units	-	1400 square feet

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 persons with disabilities. ~~[For comprehensive permit projects add: Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit.]~~ ~~The Project must also comply with all applicable local codes, ordinances and by-laws.~~

Each Low and Moderate Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development and (ii) whose assets do not exceed the limits specified in the Guidelines. A

“Family” shall mean two or more persons who will live regularly in the Low or Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The “Area” is defined as the Boston/Cambridge/Quincy MSA/HMFA/County.

2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low and Moderate Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. (a) At the time of sale of each Low and Moderate Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser of the Low and Moderate Income Unit to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the “Deed Rider”). Such Deed Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low and Moderate Income Unit to offer the Low and Moderate Income Unit to the Municipality and to DHCD at a discounted purchase price more particularly described therein. The Municipality and DHCD shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low and Moderate Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low and Moderate Income unit will be preserved each time that subsequent resales of the Low and Moderate Income unit occur. (The various requirements and restrictions regarding resale of a Low and Moderate Income Unit contained in the Deed Rider are hereinafter referred to as the (“Resale Restrictions”). If upon the initial resale or any subsequent resale of a Low and Moderate Income Unit, the Municipality and DHCD are unable to find an Eligible Purchaser for the Low and Moderate Income Unit, and the Municipality and DHCD each elect not to exercise its right to purchase the Low and Moderate Income Unit, then the then current owner of the Low and Moderate Income Unit shall have the right to sell the Low and Moderate Income Unit to any person, regardless of his income (an “Ineligible Purchaser”) at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low and Moderate Income Unit, DHCD must approve the terms of the Eligible Purchaser’s mortgage financing as evidenced by DHCD’s issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low and Moderate Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low and Moderate Income Unit, that the Municipality shall within six (6) months of its acceptance of a deed of such Low and Moderate Income Unit, either (i) sell the Low and Moderate Income Unit to an Eligible Purchaser at the same price for which it purchased

the Low and Moderate Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by DHCD, subject to a Deed Rider satisfactory in form and substance to DHCD and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to DHCD, the method for selecting such Eligible Purchaser to be approved by DHCD or (ii) rent the Low and Moderate Income Unit to a person who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to DHCD and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low and Moderate income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low and Moderate Income Unit by the Municipality as provided herein the Low and Moderate Income Unit becomes vacant and remains vacant for more than ninety (90) days, then such Low and Moderate Income Unit shall cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low and Moderate Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor is in default hereunder; (2) the Project and Low and Moderate Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low and Moderate Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low and Moderate Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by DHCD to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low and Moderate Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low and Moderate Income Unit is owned by DHCD.

4. ~~**Intentionally Omitted**~~~~[For comprehensive permit projects where the Project Sponsor is a for-profit entity add:~~

~~(a) Effective August 7, 2007, DHCD has adopted the policies, procedures, and forms for determining limited dividend compliance set forth in the MassHousing document entitled "Preparation of Cost Certification upon Completion of Homeownership 40B Project for Which MassHousing Serves as Project Administrator: Guidance to Developers and Municipalities" (the "MassHousing Guidance"). The MassHousing Guidance shall govern the cost certification obligations of the Project Sponsor under this Agreement.~~

~~(b) The Project Sponsor shall be a limited dividend organization as defined by 760 CMR 56.01. Project Sponsor agrees that the aggregate profit from the Project which shall be payable to Project Sponsor or to the partners, shareholders or other owners of Project Sponsor or the Project shall not exceed twenty percent (20%) of total development costs of the Project, which development costs have been approved by DHCD (the "Allowable Profit").~~

~~(c) Within one hundred eighty (180) days after Substantial Completion of the Project (as that term is defined in the MassHousing Guidance) or, if later, within sixty (60) days of the date on which all units in the Project are sold, the Project Sponsor shall deliver to the Municipality and to DHCD an itemized statement of total development costs together with a~~

~~statement of gross income from the Project received by the Project Sponsor to date in form satisfactory to DHCD (the "Certified Cost and Income Statement") prepared and certified by a certified public accountant satisfactory to DHCD. DHCD requires the prequalification of the certified public accountant hired by the Project Sponsor as more particularly set forth in Article IV (D) of the Guidelines. If all units at the Project have not been sold within twenty-four (24) months of Substantial Completion, a sale price for the remaining unsold units shall be imputed in an amount equal to the average of the last three (3) arms-length sales of comparable units, and a final Certified Cost and Income Statement shall be required within sixty (60) days thereafter. Prior to DHCD's acceptance of the Certified Cost and Income Statement and for a period of 30 days after DHCD provides the Municipality with its determination of compliance with the limited dividend requirement, the Municipality shall have the option of having the Certified Cost and Income Statement evaluated for accuracy (e.g., absence of material errors) applying the same standards as DHCD by an independent auditor selected by the Municipality. DHCD will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter make a final determination of the Project Sponsor's compliance with the limited dividend requirement.~~

~~(d) All profits from the Project in excess of the Allowable Profit (the "Excess Profit") shall be paid by the Project Sponsor to the Municipality. The Municipality agrees that upon the receipt by the Municipality of any Excess Profit, the Municipality shall deposit any and all such Excess Profit into an affordable housing fund, if one exists in the Municipality, and otherwise into a fund established pursuant to G.L. c.44 §53A to be used by the Municipality for the purpose of reducing the cost of Low and Moderate Income Units to Eligible purchasers upon resale or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for persons and families of low and moderate income elsewhere in the Municipality. The expenditure of funds from the Affordable Housing Fund shall be reported on an annual basis to DHCD. For so long as the Project Sponsor complies with the requirements of this Section 4, the Project Sponsor shall be deemed to be a limited dividend organization within the meaning of the Act.]~~

~~**[For comprehensive permit projects where the Project Sponsor is a non-profit entity add: Within one hundred eighty (180) days after Substantial Completion of the Project or, if later, within sixty (60) days of the date on which all the units in the Project are sold, the Project Sponsor shall complete and deliver to the Municipality and to DHCD the section of the Local Initiative Program Application for Comprehensive Permit Projects entitled "Project Feasibility—Ownership Projects" (ownership pro forma, profit analysis, and cost analysis), documenting the actual development costs of and income from the Project, prepared and signed by the Chief Financial Officer of the Project Sponsor. Substantial Completion shall be deemed to have occurred when construction of the Project is sufficiently complete so that the Unit may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Low and Moderate Income Units.]**~~

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the buyer selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units and effective outreach to protected groups

underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines, provided that any local preference shall apply only to the initial unit sales by the Project Sponsor. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and 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*. **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low and Moderate Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low and Moderate Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, disability, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. (a) The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low and Moderate Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low and Moderate Income Unit.

8. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded/filed with the Registry, and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Project Sponsor shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

9. The Project Sponsor hereby represents, covenants and warrants as follows:

(a) The Project Sponsor (i) is a Limited Liability Company, duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred in paragraph 10, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially or adversely affect its financial condition.

10. (a) Except for sales of Low and Moderate Income Units to Eligible Purchasers and sales of other Units to unit owners in the ordinary course of business as permitted by the terms of this Agreement, the Project Sponsor will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of DHCD and the Municipality.

(b) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Project Sponsor's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Project is in compliance with the affordability requirements of this Agreement.

(c) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Project Sponsor within thirty (days) after receipt of the request that either

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(d) The Project Sponsor shall provide DHCD and the Municipality with thirty (30) day's prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of the Project Sponsor; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in the Project Sponsor (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).
- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of the Project Sponsor's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, DHCD's consent under this Section 10 shall not be required with respect to the grant by the Project Sponsor of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

The Project Sponsor hereby agrees that it shall provide copies of any and all written notices received by the Project Sponsor from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

11. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Project Sponsor, (or if the Project consists of detached dwellings, by homebuyers) Project Sponsor agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by DHCD and the Municipality.

12. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of

the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

13. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development
Attention: Local Initiative Program Director
100 Cambridge St., Suite 300
Boston, MA 02114

Municipality: City of Newburyport
Attention:
60 Pleasant Street
Newburyport, MA 01950

Project Sponsor: The Stables at Bashaw Farm LLC
Attention: David T. Daly, Manager
The Daly Group LLC
229 Stedman Street
Lowell, MA 01851

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, the Project Sponsor and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if (a) at any time hereafter there is no Low and Moderate Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions, and there is no Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 4 hereof; ~~or (b) if a Comprehensive Permit is not granted to the Project Sponsor for the Project by either the Municipality's Board of Appeals (as that term is defined in the Regulations) or by the Housing Appeals Committee (as that term is used in the Act) within a period of eighteen months from the date of execution of this Agreement, or (c) if at any time the Comprehensive Permit is revoked and all applicable appeal periods with respect to such revocation have expired].~~ The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through

foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns and enure to the benefit of DHCD and its successors and assigns for the term of the Agreement. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement 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.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low and Moderate Income Units at the Project pursuant to the requirements of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, §31 and as that term is used in G.L. c. 184, §§26, 31, 32, and 33. Such Resale Restrictions shall be for the benefit of both DHCD and the Municipality and both DHCD and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of DHCD by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low and Moderate Income Units of the Project as required by the provisions of G.L. c. 184, §32.

15. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. (a) The Project Sponsor and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16(a), then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed SHI Eligible Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low and Moderate Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement.

17. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

18. DHCD may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement, with the agreement of the Municipality, by providing written notice of such delegation to the Project Sponsor and the Municipality.

[For comprehensive permit projects add:

~~19. (a) When executed by DHCD, this Agreement shall constitute Final Approval of the Project as described in 760 CMR 56.04(7). DHCD hereby reaffirms and incorporates by reference in this Agreement each of the findings with respect to project eligibility required by 760 CMR 56.04(1) made in the Site Eligibility Letter for the Project dated _____.] [If the Project Sponsor is a for-profit entity add: The Project Sponsor hereby explicitly acknowledges its obligation to comply with the cost examination requirements defined in 760 CMR 56.04(8).]~~

[If the Project Sponsor is a for-profit entity add:

(b) The Project Sponsor has provided financial surety in a form and in the amount required by the Guidelines to ensure completion of the cost examination to the satisfaction of the DHCD and the distribution of excess funds as required at 760 CMR 56.04(8)(c). DHCD will provide a copy of this Agreement to the Municipality's Board of Appeals as required by 760 CMR 56.04(7).]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Executed as a sealed instrument as of the date first above written.

PROJECT SPONSOR

By: _____
Its:

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
Its:

MUNICIPALITY

By: _____
Its: Chief Executive Officer

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low & Moderate Income Units
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© DHCD When used in the Local Initiative Program, this form may not be modified without the written approval of the Department of Housing and Community Development.

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, 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 document, as manager of the _____ The Stables at Bashaw Farm LLC~~[Project Sponsor]~~, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, 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 document, as _____ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF ESSEX, ss. _____, 2020__

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 document, as _____ for the City/Town of Newburyport, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage dated _____ given by _____ to _____, recorded with the _____ Registry of Deeds at Book _____, Page _____ ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

[NAME OF LENDER]

By: _____
Its: _____

(If the Project has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____
2020

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 document, as _____ of _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

EXHIBIT A

Re: The Stables at Bashaw Farm
(Project name)
Newburyport, MA
(City/Town)
The Stables at Bashaw Farm LLC
(Developer)

Property Description

The land shown as lots numbered 1 through 3 inclusive on that certain plan entitled, "The Stables at Bashaw Farm OSRD, Newburyport, MA 01950", dated February 14, 2020, prepared by LandPlex, 10 George Street, Unit 208, Lowell, MA, and approved by the Newburyport Planning Board on [MM] [YY], recorded with the Essex Southern District Registry of Deeds as Plan [YY] Book [YY].

EXHIBIT B

Re: The Stables at Bashaw Farm
 (Project name)
Newburyport, MA
 (City/Town)
The Stables at Bashaw Farm LLC
 (Developer)

Maximum Selling Prices, Initial Condominium Fees, and Percentage Interest Assigned to Low and Moderate Income Units

	<u>Sales Price</u>	<u>Condo Fee</u>	<u>% Interest</u>
One bedroom units	\$ _____	\$ _____	_____
Two bedroom units	\$ _____	\$ _____	_____
Three bedroom units	\$ _____ 336,700	\$ _____ \$ 150/mo.	15%
Four bedroom units	\$ _____	\$ _____	_____

Location of Low and Moderate Income Units

The housing units which ~~is the are~~ Low and Moderate Income Units ~~is are these~~ designated as ~~lot/unit numbers~~ [MM2][BT3] ~~Unit B~~ on:

- a plan of land entitled "Open Space Residential Development The Stables at Bashaw Farm, 8, 10, 12, & 18 Colby Farm Lane, Newburyport, Massachusetts" recorded with the _____ Registry of Deeds in Book _____, Page _____.
- floor plans recorded with the Master Deed of the _____ recorded with the _____ Registry of Deeds in Book _____, Page _____.



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

August 19, 2021

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

THE STABLES AT BASHAW FARM LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 18, 2020.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **THE DALY GROUP LLC**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **THE DALY GROUP LLC, DAVIT T DALY**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **THE DALY GROUP LLC**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in cursive script that reads "William Francis Galvin".

Secretary of the Commonwealth



CONSENT TO REGULATORY AGREEMENT

Re:

The Stables at Bashaw Farm

Newburyport, MA

Daly General Contracting / David Daly

The Undersigned being the holder of a mortgage on the above described Project recorded with the South Essex Registry of Deeds in Book 38776, Page 388, hereby consents to the execution and recording of this Agreement and agrees that in the event of any foreclosure or exercise of remedies under the Mortgage it shall comply with the terms and conditions hereof.


The Lowell Five Cent Savings Bank

By: Jimmie R. Denwiddie Jr.
Its: Vice President


The Lowell Five Cent Savings Bank

By: John Pratt Jr.
Its: Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

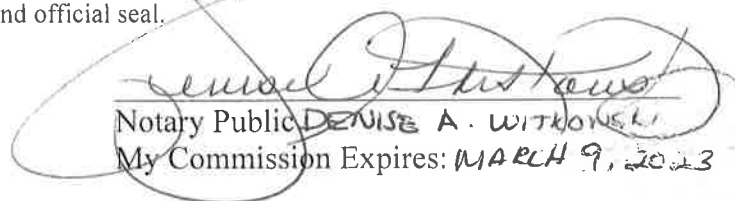
MIDDLESEX SS.

Lowell, MA

On this 13th day of August, 2021 before me, the undersigned notary public, personally prepared Jimmie R. Denwiddie Jr., Vice President and John Pratt Jr., Senior Vice President, known to me (or satisfactory proven) to be the persons whose names are subscribed to the within instrument as agents for the Lowell Five Cent Savings Bank and acknowledged that he/she/they executed the same for the purposes contained.
IN WITNESS WHEREOF, I set my hand and official seal.



DENISE A. WITKOWSKI
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 9, 2023


Notary Public DENISE A. WITKOWSKI
My Commission Expires: MARCH 9, 2023

(SPACE ABOVE RESERVED FOR REGISTRY OF DEEDS)

**DECLARATION OF TRUST
FOR
THE STABLES AT BASHAW FARM**

This Declaration of Trust made this ____ day of _____, 2020, by The Stables at Bashaw Farm, LLC, a Massachusetts Limited Liability Company with its principal office at 229 Stedman Street, Lowell, Middlesex County, Massachusetts (the "Trustee"), which term and any pronoun referring thereto shall be deemed to include its successor(s) in trust hereunder and to mean the Trustee(s) for the time being hereunder, wherever the context so permits.

WITNESSETH

ARTICLE I
Name of Trust

The Trust hereby created shall be known as the "**THE STABLES AT BASHAW FARM TRUST**," and under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed. The mailing address of the Trust is 229 Stedman Street, Lowell, Massachusetts 01851.

ARTICLE II
The Trust and Its Purpose

Section 1. All of the rights and powers in and with respect to the common areas and facilities (the "Common Elements") of **THE STABLES AT BASHAW FARM** (the "Condominium"), established by a Master Deed of even date and recorded herewith, which are by virtue of the provisions of Chapter 183A of the Massachusetts General Laws ("Chapter 183A") conferred upon or exercisable by the organization of unit owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants, with rights of survivorship, as Trustees of this Trust, in trust to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of units (the "Units") of the Condominium (the "Unit Owners"), according to the schedule of beneficial interests set forth in the Master Deed, as provided in Article IV, Section 1, hereof, and in accordance with the provisions of Chapter 183A, this Trust being the

organization of Unit Owners established pursuant to the provisions of Chapter 183A for the purposes therein set forth.

Section 2. It is hereby expressly declared that a trust and not a partnership has been created and that the Unit Owners are beneficiaries and not partners or associates or any other relation whatever among themselves with respect to the Trust property, and hold no relation to the Trustees other than as beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of Chapter 183A.

ARTICLE III The Trustees

Section 1. Except as expressly provided in the second paragraph of this Section 1, there shall at all times be three (3) Trustees. Provided, however, that, notwithstanding anything to the contrary in this Trust contained, until the Turnover Event, as hereinafter defined, the number of Trustees shall be one (1) consisting of the original Trustee named herein or another person or entity designated by 57 Railroad Ave LLC (the "Original Trustee"). The Turnover Event (the "Turnover Event") shall be no later than the earlier of the following events: (a) upon all of the Units in the Condominium having been conveyed of record; or (b) three (3) years from the date first above written. Upon the occurrence of the Turnover Event, the office of the Original Trustee (or the successor thereto) shall be deemed vacant so as to permit the vacancy to be filled by Unit Owners in the manner set forth in Section 3 below. Until such vacancy has been filled, the Original Trustee (or the successor thereto) may continue for the Trust, and shall retain responsibility for the installation, operation and maintenance of all common facilities until all Units are sold.

Notwithstanding anything to the contrary in this Trust contained, during the time the Original Trustee is entitled to designate the Trustee as aforesaid, any vacancy resulting from expiration of term, resignation, removal or death of a Trustee designated by the Original Trustee may be filled by an instrument executed by the Original Trustee and recorded with the Southern Essex District Registry of Deeds (the "Registry of Deeds") stating the new Trustee's name and address and that such Trustee is being so designated, and containing the Trustee's acceptance of designation duly acknowledged.

Section 2. From and after the Turnover Event, the terms of office of the Trustees shall, except as hereinafter provided, be three (3) years, and such terms shall be staggered so that insofar as possible the terms of one-third of the Trustees shall expire each year; provided that, in order to establish and maintain such staggering of terms, the terms of the persons first appointed as Trustees after the Turnover Event shall be one (1) year, two (2) years, and three (3) years, respectively, determined by lot, and thereafter upon any increase or decrease in the number of Trustees, the terms of any then newly-appointed Trustee or Trustees shall be one (1) year, two (2) years or three (3) years, determined insofar as necessary by lot, so as to maintain such staggering of terms insofar as possible.

Section 3. Subject to the rights of the Original Trustee recited in Section 1 concerning the filling of vacancies during the time the Original Trustee is entitled to designate the Trustee, if and whenever the number of Trustees shall become less than three (3) or less than the number of Trustees last determined as aforesaid, a vacancy or vacancies in said office of Trustee shall be deemed to exist. Each such vacancy shall be filled by an instrument in writing setting forth: (a) the

appointment of a natural person to act as such Trustee, by vote of the owners of at least fifty-one percent (51%) of the Units in the Condominium or, if the Unit Owners have not within thirty (30) days after the occurrence of any such vacancy made such appointment, by a majority of the then remaining Trustees, or by the sole remaining Trustee if only one (1); and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed. Such appointment shall become effective upon the recording with the Registry of Deeds of such instrument of appointment or a certificate of such appointment signed by a majority of the then remaining Trustees or by the sole remaining Trustee if only one (1), together with such acceptance, and such person shall then be and become such Trustee and shall be vested with the title to the Trust property, jointly with the remaining or surviving Trustee or Trustees, without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days, and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner and after notice to all Unit Owners and Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given. The foregoing provisions of this Section 3 notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

Section 4. In any matter relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by a majority vote at any duly called meeting at which a quorum is present, as provided in Article V, Section 6, below; provided, however, that in no event shall a majority consist of less than two (2) Trustees hereunder, unless the number of Trustees hereunder shall become less than two (2), in which case the then remaining or surviving Trustee, if any, may act with respect to the administration of the Trust hereunder or exercise any of the powers hereby conferred. The Trustees may also act without a meeting by instrument signed by a majority of their number.

Section 5. Any Trustee may resign at any time by an instrument in writing signed and duly acknowledged by that Trustee. Resignations shall take effect upon the recording of such instrument with the Registry of Deeds. Subject to the rights of the Original Trustee recited in Section 1 to designate a Trustee of its own choice, any Trustee may be removed with or without cause by vote of the owners of at least fifty-one percent (51%) of the Units in the Condominium. The vacancy resulting from such removal shall be filled in the manner provided in Section 3 above. Any removal shall become effective upon the recording with the Registry of Deeds of a certificate of such removal signed by the owners of at least fifty-one percent (51%) of the Units in the CONDOMINIUM. By instrument recorded with the Registry of Deeds, the Original Trustee may remove, with or without cause, any Trustee which it is entitled to designate and may appoint a successor Trustee as provided in the second paragraph of Section 1, above.

Section 6. No Trustee named or appointed as hereinbefore provided, whether as Original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder.

Section 7. No Trustee shall receive remuneration for his or her services prior to the Turnover Event or thereafter unless so provided by a vote of a majority of Unit Owners, and any remuneration so provided shall be from time to time fixed by said Unit Owners and shall be a common expense of the Condominium. With the approval of a majority of Trustees, each Trustee

may receive such additional reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him or her in connection with the trust hereof, all as shall be from time to time fixed and determined by the Trustees, and such remuneration shall be a common expense of the Condominium. In all events, the Trustees shall be reimbursed for all out-of-pocket expenses incurred for the benefit of the Condominium, and such reimbursement of expenses shall be charged as a common expense of the Condominium.

Section 8. No Trustee named or appointed, as hereinbefore provided, shall under any circumstances or in any event be held liable or accountable out of his or her personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith, or be so liable or accountable for more money or other property than he or she actually receives or for allowing the other Trustee to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of anything except his or her own personal and willful malfeasance and defaults.

Section 9. No Trustee shall be disqualified by his or her office from contracting or dealing with the other Trustees or with the other Unit Owners (whether directly or indirectly because of his or her interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing, or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee shall be in any way interested be avoided, nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relationship hereby established; provided, however, the Trustee shall act in good faith and shall disclose the nature of his or her interest before the dealing, contract or arrangement is entered into.

Section 10. The Trustees and each of them shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his or her share of the common expenses of the Condominium and for his or her proportionate share of any claims involving the Trust property in excess thereof, all as provided in Sections 6 and 13 of Chapter 183A. Nothing in this Section contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

ARTICLE IV

Beneficiaries and the Beneficial Interest in the Trust

Section 1. The beneficiaries shall be the Unit Owners of the Condominium as they appear of record in the Registry of Deeds, from time to time. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, all as set forth in Exhibit B of the Master Deed, as it may be amended from time to time, incorporated herein by reference with the same force and effect as though fully set forth in the body of this instrument.

Section 2. The beneficial interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among the several owners of any such Unit. To that end,

whenever either of said Units is owned of record by more than one (1) person, the several owners of such Unit shall: (a) determine and designate which one (1) of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder; and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees of such notice, and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may, by majority vote, designate any one (1) of such owners for such purposes.

ARTICLE V

Bylaws

The provisions of this Article V shall constitute the Bylaws of this Trust and the organization of Unit Owners established hereby, and shall be applicable to the property of the Condominium and the use and occupancy thereof. The provisions of these Bylaws shall automatically become applicable to property which may be added to the Condominium upon recording of an amendment to the Master Deed submitting such additional property to the provisions of Chapter 183A.

All present and future owners, mortgagees, lessees and occupants of Units and their employees and any other persons who may use the facilities of the property in any manner are subject to this Trust and these Bylaws, the Master Deed, the rules and regulations annexed hereto on Schedule A, as may be amended from time to time (the "Rules and Regulations"), and all covenants, agreements, restrictions, conditions and easements, reservations and declarations of record (the "Title Conditions"). The acceptance of a deed or conveyance or the entering into of a lease or act of occupancy of a Unit shall constitute an agreement that this Trust, these Bylaws, the provisions of the Master Deed, as they may be amended from time to time, and the Title Conditions, generally, are accepted, ratified and will be complied with.

Section 1. Powers and Duties of Trustees.

The Trustees, collectively known as the Board of Trustees, shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law, by the Master Deed or by this Trust may not be delegated to the Board of Trustees by the Unit Owners. Such powers and duties of the Board of Trustees shall include, but shall not be limited to, the following:

1. Operation, care, upkeep and maintenance of the Common Elements of the Condominium. This duty shall include, upon a reasonable determination by the Trustees that for safety and convenience snow needs to be plowed and/or shoveled, the removal of snow from the traveled common area(s) to allow the free and safe passage of the Unit Owners or assigns and NOT to place snow upon the public ways. Snow may be placed in the designated snow storage areas.
2. Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Condominium and the preparation of the budget therefor.

3. Assessment and collection of common charges from the Unit Owners.
4. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements of the Condominium.
5. Adoption and amendment of the Rules and Regulations covering the details of the operation and use of the Condominium.
6. Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.
7. Leasing, managing and otherwise dealing with such community facilities as may be provided for in the Master Deed as being common areas and facilities, a.k.a. the Common Elements.
8. Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it as the result of enforcement of a lien for common expenses, or otherwise.
9. Obtaining insurance for the Condominium, including the Units, pursuant to the provisions hereof.
10. Making of repairs, additions and improvements to, or alterations of, the Condominium, and repairs to and restoration of the Condominium in accordance with the other provisions of Chapter 183A, the Master Deed and/or this Trust.
11. Management of the finances of this Trust, including allocation of income and expenses.
12. Enforcing the obligations of the Unit Owners, enforcing the Rules and Regulations of the Condominium, assessing and levying reasonable fines and/or charges against the Unit Owners for violation of the duly-promulgated Rules and Regulations and doing anything and everything else necessary and proper for the sound management of the Condominium. Additionally, in case of persistent violation of the Rules and Regulations by a Unit Owner, requiring such Unit Owner to post a bond to secure adherence thereto.
13. Making of arrangements for the furnishing of utility services to the Condominium property, including the granting of licenses and/or easements required in connection therewith.
14. Entering into management contracts for the management of the Common Elements.
15. All such other powers, functions and duties as are reasonably required by or implicit in the foregoing.

Section 2. Common Expenses, Profits and Funds.

- A. Each Unit Owner shall be liable for common expenses and shall be entitled to common profits

of the Condominium according to his or her respective percentage of undivided interest in the Common Elements, as set forth in Exhibit B of the Master Deed which is incorporated herein by reference with the same force and effect as though fully set forth in the body of this instrument. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds and may use the funds so set aside for reduction of indebtedness or for other lawful capital purpose, or for repair, rebuilding or restoration of the Trust property, or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution. There shall be an initial contribution of four months of common expenses to be paid into the Trust at the time each Unit is conveyed by the Declarant to fund the reserve account, the payment of which shall be the responsibility of the Grantee becoming the Unit Owner.

- B. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Board of Trustees shall estimate the common expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves, and, after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, and each Unit Owner thereafter shall pay one-twelfth of his or her share of the estimated common expenses monthly in advance of the first day of each month. In the event that the Board of Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or, in the reasonable opinion of the Trustees, likely to be incurred, the Board of Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Board of Trustees may in its discretion provide for payments of statements in monthly or other installments. In order to create a reserve fund for future contingencies, the Board of Trustees may assess from time to time, in addition to the foregoing assessments, a sum or sums sufficient to provide the Trust with sufficient capital to meet emergencies and other contingencies. The amounts due hereunder, together with interest thereon, if not paid when due, at a rate equal to three percent (3%) above The Wall Street Journal prime rate then in effect, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of Chapter 183A. The Trustees shall take prompt action to collect any common expenses due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. The Trustees shall have the right and duty to institute all proceedings deemed necessary or desirable by them to recover such unpaid common expenses. The Trustees shall have the right to accelerate the annual assessment of the Unit Owners, if necessary.

No Unit Owner shall be liable for the payment of any part of the common expenses assessed against his or her Unit subsequent to the time he or she transfers record title to the Unit. Each new owner, by taking title to a Unit, shall thereby assume and become personally liable for the payment of all unpaid common expenses incurred by previous owner(s) of such Unit prior to its acquisition by him or her, except that any purchaser at a foreclosure sale of the first mortgage or transferee by deed in lieu of such foreclosure, or any purchaser from the first mortgagee of a Unit should the first mortgagee purchase at the said foreclosure sale or acquire title by such deed in lieu of foreclosure, shall not be liable for the payment of assessments unpaid and due as of the time of acquisition, but shall be liable for assessments which become

due thereafter, except as may otherwise be dictated by statute.

In the event of default by any Unit Owner in paying to the Trustees the common expenses charged against his or her Unit, such Unit Owner shall be obligated to pay all expenses, including attorney's fees, incurred in any proceeding brought to collect such unpaid common expenses, and such expenses shall constitute a lien on the Unit pursuant to the provisions of Section 6 of Chapter 183A.

- C. The Board of Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of Chapter 183A.

Section 3. Insurance.

- A. The Trustees shall obtain and maintain, to the extent available, master policies of flood, casualty and physical damage insurance for the benefit and protection of the Trustees and each Unit Owners, naming as the insured, and with loss proceeds payable to, the Trustees hereunder, as "Insurance Trustees" for the Unit Owners and their respective mortgagees, as their interests may appear, such insurance to cover the Units, all other portions of the building and all other insurable improvements forming part of the Common Elements, but not including: (a) the furniture, furnishings or other personal property of the Unit Owners, whether within the Units or elsewhere; or (b) improvements within a Unit made by the Owner(s) thereof subsequent to the first sale of such Unit, as to which it shall be the separate responsibility of the Unit Owner to insure. Such insurance shall, unless the same is not obtainable, be maintained in an amount equal to not less than the replacement value, exclusive of foundations, of the insured property, as determined by the Trustees, and shall insure against: (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and (b) such other hazards or risks as the Trustees from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, earthquake and boiler and machinery explosion or damage.
- B. All policies of casualty or physical damage insurance shall, unless the same is not obtainable, provide: (a) that such policies may not be cancelled, terminated or substantially modified without at least twenty (20) days' written notice to the insured; (b) that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercisable without the approval of the Trustees and may not be exercisable if in conflict with the terms of the Trust or these Bylaws; (c) for waiver of subrogation as to any claims against the Trust, the Trustees, the manager, agents and/or employees and the Unit Owners and their respective employees, agents and guests; (d) for waivers of any defense based upon the conduct of any insured; and (e) in substance and effect, that the insurer shall not be entitled to contribution as against any casualty insurance for which may be purchased separately by Unit Owners.
- C. The Trustees hereunder designated as Insurance Trustees as aforesaid shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of the following Section 4 of this Article V. With respect to losses which affect portions or elements covered by such insurance of more than one (1) Unit to different extents, the proceeds relating thereto shall be used, applied and

disbursed by the Trustees in their judgment, in a fair and equitable manner.

- D. The Trustees shall also so obtain and maintain, unless the same is not obtainable, master policies of insurance with respect to the Common Elements for the benefit and protection of the Trustees and the Unit Owners, for: (a) comprehensive public liability; (b) workmen's compensation and employees liability with respect to any manager, agent or employee of the Trust; and (c) such other risks as the Trustees in their discretion deem it appropriate to insure. All such insurance shall be in such amounts and form as the Trustees shall in their discretion deem appropriate, and shall, insofar as practicable, contain provisions as above set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured and non-contribution. Such insurance shall not cover the liability of any Unit Owner as to claims arising out of incidents occurring within his or her own Unit, but it shall be the responsibility of each Unit Owner to maintain general liability insurance therefor. The Trustees may elect to include the managing agent of the Condominium as a party insured under policies of insurance described in this Paragraph D.
- E. The cost of all such insurance obtained and maintained by the Trustees pursuant to the provisions of this Section 3 shall be a common expense.

Section 4. Rebuilding and Restoration; Improvements.

- A. In the event of any casualty loss to the Trust property, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten percent (10%) of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten percent (10%) of such value, the Trustees shall proceed, without notice to the Unit Owners, with the necessary repairs, rebuilding or restoration. If said casualty loss exceeds ten percent (10%) of the value of the Condominium prior to the casualty, and:
1. if a majority of the Unit Owners do not agree within 120 days after the date of the casualty to proceed with repair or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale, together with any common funds including the proceeds of any insurance, shall be divided in proportion to the Unit Owners' respective undivided ownership in the Common Elements. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A; or
 2. if the majority of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of rebuilding the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a common expense.
- B. If a Unit Owners elects to make an improvement to the Common Elements, the cost of such improvement shall be borne solely by said Unit Owner.
- C. A majority of Unit Owners may agree to make an improvement to the Common Elements and assess the cost thereof to themselves as a common expense.

Section 5. Rules and Regulations.

The Board of Trustees has adopted the Rules and Regulations, annexed hereto on Schedule A and made a part of this Trust, governing the details of the operation and use of the Common Elements and containing such restrictions on and requirements concerning the use and maintenance of the Units and the Common Elements as are consistent with the provisions of the Master Deed and designed to prevent unreasonable interference with use by the Unit Owners of their respective Units and of the Common Elements.

By vote of a majority of Trustees, the Board of Trustees may at any time, and from time to time, amend, modify or rescind the Rules and Regulations.

Notwithstanding the foregoing the Trustees may not amend or modify the following rules and or notices as they appear on Schedule A:

- a. The subject properties are located along or adjacent to Colby Farm Lane, a roadway which has included municipal facilities established prior to Planning Board approval of the associated residential development of this Property. All owners and successors in interest hereby acknowledge the presence of these lawfully preexisting uses, which will be maintained and operated as long as they are needed by the City, including but not limited to a recycling facility, a compost Property, a storage facility for the parks department and department of public services, open space and trail networks open to the general public.
- b. There shall be no residential parking in the public spaces along Colby Farm Lane.

Section 6. Meetings.

- A. The Board of Trustees shall meet annually on the date of (and immediately following) the annual meeting of the Unit Owners, and at such meeting shall elect a Chairman and a Treasurer and Secretary. Other meetings may be called by either Trustee and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting, stating the place, day and hour thereof, shall be given at least five (5) days before such meeting to each Trustee. A majority of Trustees shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Board of Trustees may adopt.
- B. Commencing with the calendar year 2022, there shall be an annual meeting of the Unit Owners on the last Thursday of May in each year, at 7:30 p.m., at the Condominium premises or at such other reasonable place and time as may be designated by the Board of Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. Special meetings of the Unit Owners may be called by the Board of Trustees or by the Unit Owners upon the written request of either Unit Owner. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of

the Unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Board of Trustees proposes to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. A quorum of Unit Owners shall consist of a majority of Unit Owners.

Section 7. Notices to Unit Owners.

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust created hereby or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice is given by one (1) or more of the Trustees to such Unit Owner by leaving such notice with him or her at his or her residence in the Condominium or by mailing it, postage prepaid, addressed to such Unit Owner at his or her address as it appears upon the records of the Trustees, at least five (5) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given, or such longer period of time as may be required by the specific terms of this instrument. A Unit Owner may waive notice by duly executing an appropriate waiver of notice.

Section 8. Inspection of Books; Reports to Unit Owners.

Books, accounts and records of the Trustees shall be open to inspection to any one (1) or more of the Trustees and the Unit Owners at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year, which shall include financial statements in summary form and only in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees, given by registered or certified mail within a period of two (2) months of the date of receipt by him or her, shall be deemed to have assented thereto.

Section 9. Checks, Notes, Drafts and Other Instruments.

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two (2) Trustees, unless the number of Trustees hereunder shall become less than three (3), in which case the then remaining or surviving Trustee may sign the same, or by any person or persons (who may be one (1) of the Trustees) to whom such power may at any time or from time to time be designated by a majority of the Trustees.

Section 10. Seal.

The seal of the Trustees shall be circular in form, bearing the inscription "THE STABLES AT BASHAW FARM Trust," but such seal may be altered by the Trustees, and the Trustees may, at any time and from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

Section 11. Fiscal Year.

The fiscal year of the Trust shall be the calendar year.

Section 12. Maintenance of Units, Including Garage(s).

The Unit Owners shall be responsible for the proper maintenance and repair of the interior of their respective Units, including garage(s), whether ordinary or extraordinary, and for the ongoing maintenance of the Exclusive Use Areas appurtenant thereto, as defined in the Master Deed and shown on the Plans referenced therein.

ARTICLE VI
Operation of the Property

Section 1. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as set forth in Article IV, Section 2, above.

Section 2. Where the Board of Trustees has determined that annual assessments may be paid monthly in twelve (12) equal installments, payment shall be due and payable in advance of the first of each month. A late charge shall be automatically assessed after fifteen (15) days in arrears, in an amount determined by the Board of Trustees on the sixteenth day of any month for which payment has not been rendered, or by such other policies as the Board of Trustees may from time to time determine.

Each Unit Owner, by acceptance of a Unit Deed, agrees to pay all costs and expenses, including reasonable attorney fees, incurred by the Trustees in collection of said assessments for common expenses, delinquent fees, charges, penalties and interest charged to a delinquent owner, and in the enforcement of said lien.

The right of a delinquent owner to vote or to serve on the Board of Trustees or any committee(s) established by the Board shall be suspended until such delinquent assessments have been paid or unless relief is granted by special resolution of the Trustees.

Section 3. The Trustees shall, upon the written request of any Unit Owner or any encumbrance or prospective encumbrance of a Unit, upon payment of a reasonable fee not to exceed the amount specified by law, issue to a person or entity so requesting a written statement, which shall be valid and effective if signed by two of the Trustees then in office or if signed by only one (1) Trustee if there be only one (1) then in office, setting forth the unpaid common expenses with respect to the Unit covered by the request, which shall be conclusive upon the remaining Unit Owner and upon the Trustees in favor of all persons who rely thereon in good faith.

In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his or her share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amount(s) paid by the grantee, provided, however, that any such grantee shall be entitled to a statement from the Trustees setting forth the amounts of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for,

any unpaid assessments against the grantor in excess of the amount set forth. No Unit Owner may exempt him- or herself from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his or her Unit.

Section 4. In the event of a default by either Unit Owner in the payment of his or her share of the common charges, the Trustees may seek to recover such common charges, interest and expenses by an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit as provided in Section 6 of Chapter 183A, or in any other manner permitted by law.

In any action brought by the Trustees to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall, to the extent permitted by law, be required to pay the costs and expenses of such proceedings and reasonable attorney fees and, further, to pay reasonable rent for the use of his or her Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Trustees, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 5. The Board of Trustees shall expend common funds only for common expenses and for other lawful purposes permitted hereby and by the provisions of Chapter 183A.

Section 6. Acquisition of Units by the Trustees for the Trust may be made from the working capital and common charges in the hands of the Trustees, or, if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his or her ownership in the Common Elements, as a common charge, or the Trustees, in their discretion, may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the appurtenant interests, so to be acquired by the Trustees.

ARTICLE VII

Rights and Obligations of Third Parties Dealing With the Trustees; Limitation of Liability

Section 1. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder or be affected with any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of the Trustees, or any one (1) or more of them, shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one (1) or more of them, receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was the Trust property shall be bound to ascertain or inquire: (a) as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed; (b) as to the purpose or regularity of any of the acts of the Trustees, or any one (1) or more of them, purporting to be done in pursuance of any of the provisions or

powers herein contained; or (c) as to the regularity of the resignation or appointment of any Trustee. Any instrument of appointment of a new Trustee or discharge of a Trustee purporting to be executed by the Trustees, Unit Owners or other persons herein required to execute the same shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

Section 2. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees shall look only to the Trust property for payment under such contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of the Unit Owners under the provisions of Chapter 183A.

Section 3. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

Section 4. This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded, and any other certificate or paper signed by the Trustees or any of them which it may be deemed desirable to record, shall be recorded with the Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof, and all persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with the Registry of Deeds. Any certificate signed by the Trustees in office at the time, setting forth as facts any matters affecting the Trust, including statements as to the identity of the beneficiaries, the action(s) taken by the beneficiaries and/or the authority of the Trustees to do any act, when duly acknowledged and recorded with the Registry of Deeds, shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE VIII Amendments and Termination

Section 1. The Trustees, with the consent in writing of a majority of Unit Owners, may at any

time, and from time to time, amend, alter, add to or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective: (a) if made without the consent of the Original Trustee prior to the Turnover Event; (b) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered, other than by consent of a majority of Unit Owners, or in any manner or to any extent whatsoever modified or affected so as to be different than the percentage of the individual interest of such Unit Owner in the Common Elements as set forth in the Master Deed; or (c) which would render this Trust contrary or inconsistent with any requirements or provisions of Chapter 183A. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section 1 shall become effective upon the recording with the Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in the Commonwealth of Massachusetts for the acknowledgment of deeds, by the Trustees setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes.

Section 2. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A, with a vote of a majority of Unit Owners and the written consent of holders of all liens on the Units, and in accordance with the procedure therefor as set forth in Section 19 of Chapter 183A.

Section 3. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of Chapter 183A, sell and convert into money the whole of the Trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, the Trustees shall divide the proceeds thereof among, and distribute in kind at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder to the Unit Owners according to their respective percentages of beneficial interest, as shown in Exhibit B of the Master Deed. In making any sale under the provisions of this Section 3, the Trustees shall have the power to sell or vary any contract of sale and resell without being answerable for loss, and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of Trust property may have passed.

ARTICLE IX

Sale of Units

Section 1. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his or her Unit without including therein the Appurtenant Interests, as hereinafter defined, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or

interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such Appurtenant Interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Appurtenant Interests, as used herein, shall include: (i) the undivided interest of a Unit Owner in the Common Elements, said undivided interest being set forth in Exhibit B of the Master Deed; (ii) the interest of a Unit Owner in any Units thereto acquired by the Trustees, or their designee(s), on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of a Unit Owner in any other assets of the Trust.

Section 2. With the prior approval of a majority of Unit Owners, the Trustees may acquire Units of the Condominium. Acquisition of Units by the Trustees may be made from any funds in the hands of the Trustees; or if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his or her beneficial interest, as a common charge; or the Trustees, in their discretion, may borrow money to finance the acquisition of such Units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Units with Appurtenant Interests so to be acquired by the Trustees.

Section 3. In the event that a Unit or Units are acquired by the Trustees, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit or Units.

Section 4. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his or her Unit unless and until he or she has paid in full to the Trustees all unpaid common charges therefor assessed by the Trustees against his or her Unit and until he or she has satisfied all unpaid liens against such Unit.

ARTICLE X

Provisions for the Protection of Mortgagees

Section 1. A Unit Owner who mortgages his or her Unit shall notify the Trustees of the name and address of his or her mortgagee. The Trustees shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. The Trustees, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit.

Section 3. The Trustees, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Trustees, if the mortgagee has requested the same.

Section 4. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

Section 5. Notwithstanding anything to the contrary elsewhere in the Master Deed or in this

Trust and the Bylaws herein contained, the following provisions shall apply for the protection of the holders of the first mortgages of record (the "First Mortgagees") with respect to the Units and shall govern and be applicable insofar as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable under the laws and regulations applicable thereto, to wit:

1. In the event that the Unit Owners shall amend the Master Deed or this Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - a. foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - b. accept a deed or assignment in lieu of a foreclosure in the event of default by a mortgagor; or
 - c. sell or lease a Unit acquired by the First Mortgage through the procedures described in Subparagraphs (a) and (b), above.
2. Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owner and incorporated in this Master Deed or the Trust for that transaction, but shall not be exempt in the case of a non-foreclosure transfer of said Unit after so acquiring title.
3. Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee, unless otherwise permitted by law.
4. Except as provided by statute in the event of condemnation or substantial loss or destruction to the Units or the Common Elements of the Condominium and except as provided in Article IX, Section 2, hereof, unless at least sixty-seven percent (67%) of the First Mortgagees, based upon one (1) vote for each first mortgage owned, and all of the Owners, other than the sponsor, developer or builder, of the individual Units have given their prior, written approval, the Trustees shall not be entitled to:
 - a. by any act or omission, seek to abandon or terminate the Condominium; or
 - b. change the pro-rata interest or obligation of any individual Unit for the purpose of:
 - i. levying assessments or changes or allocating distributions of hazard insurance proceeds or condemnation awards; or
 - ii. determining the pro-rata share of ownership of each Unit in the Common Elements; or
 - iii. partitioning or subdividing any Unit; or

- iv. by any act or omission, seeking to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause; or
 - v. using hazard insurance proceeds on account of losses to either of the Units or the Common Elements for other than the repair, replacement or reconstruction thereof.
5. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.
6. In no event shall any provision of the Master Deed or this Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit or the Common Elements.
7. A First Mortgagee, upon request made to the Trustees of this Trust, shall be entitled to:
- a. written notification from the Trustees of the Trust of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under the Master Deed or the provisions of this Trust which is not cured within sixty (60) days;
 - b. receive prompt, written notification from the Trustees of the Trust of any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which said mortgagee holds the first mortgage;
 - c. receive prompt, written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust;
 - d. receive prompt, written notice of any proposed action which would require the consent of a specified percentage of first mortgages as specified in this Article; and
 - e. receive written notice of all meetings of the Trust and be permitted to designate a representative to attend said meetings.
8. Any holder of a first mortgage on a Unit shall be entitled, upon written request, to a CPA prepared financial statement for the immediately preceding fiscal year, if available, and, if not available, it shall be made available upon request. Any financial statement so requested shall be furnished within a reasonable time following such request.
9. The Trustees shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of those portions of the Common Elements that the Trust is obligated to maintain. The fund shall be maintained out of regular assessments for common expenses. Additionally, an initial working capital fund shall be

established equal to at least three (3) month's estimated common area charges for each Unit. Each Unit's share of the working capital fund must be collected and transferred to the Trust at the time of closing of the first sale of each Unit and maintained in a segregated account for the use and the benefit of the Trust. Amounts paid into the working capital fund shall not be considered as advance payment of regular assessments. The purpose of the working capital fund is to ensure that there will be cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Trustees.

10. Any agreement for professional management of the Condominium or any lease or any other contract providing for services of the developer, sponsor or builder may not exceed a term of three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.
11. Without the consent of Unit Owners to which at least sixty-seven percent (67%) of the votes in the Trust are allocated and without the consent of the holders of the first mortgages on Units that have at least fifty-one percent (51%) of the beneficial interest hereunder, no material provision of the Master Deed or the Trust shall be added or amended which establishes, provides, governs or regulates any of the following:
 - a. voting;
 - b. assessments, assessment liens or subordination of such liens;
 - c. reserves for maintenance, repair and/or replacement of the Common Elements;
 - d. insurance or fidelity bonds;
 - e. rights to use the Common Elements;
 - f. responsibility for maintenance and repair of the several portions of the Condominium;
 - g. expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
 - h. boundaries of any Unit;
 - i. interests in the general or limited Common Elements;
 - j. convertibility of Units into Common Elements or of Common Elements into Units;
 - k. imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit; or
 - l. any provisions that are for the express benefit of first mortgage holders on Units.

Any first mortgage holder that does not deliver or post to the Trustees a negative response within sixty (60) days of a written request by the Trustees, sent by certified or registered mail with return receipt requested, for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of this Trust.

It is intended that the provisions of this Article X shall comply with the requirements of the FHLMC and the FNMA with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this section may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds.

ARTICLE XI Disputes

A Unit Owner aggrieved by any decision or action of the Trust in the administration of the Condominium may, within thirty (30) days of the decision or action of the Trust, appoint an arbitrator who shall be a member of the American Arbitration Association with not less than seven (7) years' experience as an arbitrator. Within ten (10) days after notice of such appointment, the non-aggrieved Unit Owner shall appoint another such arbitrator, and the two (2) so chosen arbitrators shall within ten (10) days thereafter choose a third such arbitrator. A majority of such arbitrators shall be entitled to decide any such matter, and their decision shall be rendered within thirty (30) days of the appointment of the third arbitrator. Such decision, subject to Chapter 251 of the General Laws of Massachusetts, as from time to time amended, shall be final and conclusive on all persons. The final arbitrator shall be encouraged to allocate fees to one party or the other, or both, as in his or her judgment and discretion he deems fit, otherwise the arbitration fees shall be split between the parties.

ARTICLE XII Miscellaneous

Section 1. Construction and Interpretation. In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and singular, words denoting males include females and words denoting persons include individuals, firms, associations, companies (joint, stock or otherwise), trusts, limited partnerships, limited liability companies and corporations, unless a contrary intention is to be inferred from or required by the subject matter or context. The captions of Articles and Sections, where provided, are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof.

Section 2. Waiver. No waiver of or failure to enforce any obligation, restriction, condition or other provision hereof in any particular instance shall be deemed to be or to constitute a waiver or abrogation, generally or in any other instance, of any such obligation, restriction, condition or other

provision.

Section 3. Applicable Law. All the powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

Section 4. Conflicts. If any provision of this Trust shall be invalid or shall conflict with Chapter 183A, as amended, or if any provision of this Trust conflicts with any provision of the Master Deed, then the following rules of construction shall be used:

1. In the event of a conflict between the Trust and Chapter 183A, as amended, the provisions of Chapter 183A shall control.
2. The invalidity of any provision of the Trust shall not impair or affect the validity or enforceability of the remaining provisions of this Trust.
3. In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed and any requirements set forth in Article X hereof and any such requirements set forth in any other provision of this Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.
4. In the event any conflict other than as set forth in Paragraph 3 of this Section, between the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control.

Section 5. Definitions. All terms used herein shall have the same meaning as such terms do in Chapter 183A, unless the context otherwise requires.

Section 6. Consents. Wherever it is provided herein that the permission, approval or consent of any party is required, such permission, approval or consent shall not be unreasonably withheld or delayed. The Trustees have the power and authority to waive any provision of this Trust affecting or limiting the rights of a Unit Owner for any cause or reason determined to be reasonable by such Trustees in their discretion.

Section 7. Condemnation. In the event that any of the Units or the Common Elements of the Condominium is affected by eminent domain proceedings, the following shall apply:

- A. If a Unit, or part of a Unit, is acquired by eminent domain, leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Master Deed, the award shall compensate the Unit Owner for his or her Unit and its undivided percentage interest in the Common Elements whether or not any of the Common Elements have been acquired. Upon acquisition, unless the decree otherwise provides, the Unit's entire undivided interest in the Common Elements shall automatically be allocated to the remaining Unit;
- B. Except as provided in Subsection A, if part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its undivided percentage interest in the Common Elements. Upon acquisition, (i) that Unit's undivided interest in the Common Elements shall be reduced on the basis of the

reduction of the fair market value of the remaining Unit in the Condominium as of such date, and (ii) the reduction of interest in the Common Elements of such Unit shall be divested from the Unit so acquired and shall automatically be reallocated to the remaining Unit; and

- C. If the Common Elements or any part thereof are acquired by eminent domain, the Trust shall be the party in interest to receive any such award and to pursue any additional awards due to such taking. Any such award or any action taken by the Trustees pursuant hereto shall be brought or paid to the Trustees named the "Trustees of THE STABLES AT BASHAW FARM Trust for the benefit of THE STABLES AT BASHAW FARM, of the several Unit Owners and their respective mortgagees." The Trustees shall divide any portion of the award not used for restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective undivided percentage interest before the taking, but any portion of the award attributable to the acquisition of a portion of the Common Elements which had been exclusively reserved to any Unit pursuant to the terms of the Unit Deed shall be paid to the Unit Owner of such Unit or his or her mortgagee. Each Unit Owner hereby appoints the Trustees hereof as his or her attorney-in-fact for the foregoing purposes.

WITNESS the execution hereof, under seal, on the date first above-written.

The Stables at Bashaw Farm LLC
Trustee

By: _____
The Daly Group LLC, Manager
By David T. Daly, Its Manager duly-authorized

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

_____, 2020

Before me, the undersigned notary public, personally appeared David T. Daly, Manager of The Daly Group LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed and sealed it voluntarily and for its stated purpose, not individually but as Manager of the Stables at Bashaw Farm, LLC..

Notary Public
My Commission Expires:

SCHEDULE A

Rules and Regulations

1. Nothing shall be done or kept in, on or about the Common Elements which increases the rate of insurance of the Condominium or the contents thereof applicable to residential use, without the prior, written consent of the Trustees. No Unit Owner shall permit anything to be kept in, on or about in the Common Elements, or done therein, which may result in the cancellation of insurance on the Condominium or the contents thereof or which would be in violation of any law. No waste shall be committed in or of the Common Elements.
2. No offensive activity shall be carried on in, on or about the Units and/or the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owner or the occupant(s) of said other Unit. No Unit Owner shall make or permit any noise or other disturbance to be made by such Unit Owner or by such Unit Owner's family, servants, employees, agents, visitors, licensees or invitees, nor shall such Unit Owner do or permit activities by such person(s) that may interfere with the rights, comforts or convenience of the other Unit Owner.
3. No smoking shall be permitted at any time on or within each Unit's outdoor patio, if any, respective deck, or other exclusive use area adjacent thereto notwithstanding that said Exclusive Use Areas are Exclusive Use Areas appurtenant to the Units and no smoking shall be permitted in any Common Area.
4. The Common Elements shall be kept free and clear of all rubbish, debris and other unsightly materials. No unit owner shall allow rubbish or garbage (collectively "Trash") to accumulate either inside a Unit or in the Unit exclusive use area or other Common Area. All Trash shall be kept in the designated Trash storage area(s) as shown on the plans. All exterior Trash barrels must have an attached lid and shall be labeled for each unit.
5. There shall be no storage or leaving of bikes, toys or other personal effects in the Common Areas. All bikes, toys or other personal effects stored beneath the unit in Exclusive Use areas shall be kept in a neat and tidy condition and shall not lay or extend into the Common Areas.
6. Except in areas designated by the Trustees, there shall be no parking of unregistered motor vehicles, storage of mobile homes or of boat(s) on or about any part of the Common Elements.
7. Garbage cans shall not be stored in or about any part of the Common Elements which are visible from the other Units. Garbage and refuse from the Units shall be disposed of only at such times and in such manner as is prescribed by the Trustee(s) and/or by the City of Newburyport.
8. There shall be no placement or attachment of any satellite dish, weathervanes or any other attachment to the top, front or sides of any Unit. There shall be no signs placed in the windows of any unit. There shall be nothing hung from or attached to the exterior of any unit window or from any railing or deck.
9. Each Unit Owner assumes responsibility for such Unit Owner's own safety and that of such Unit Owner's family, agents, servants, employees, visitors, licensees and invitees.

10. No Unit Owner shall store, for any amount of time, any trash, garbage, recycling or any like matter or material on any deck and/or patio extending from his or her Unit. All trash and garbage shall be disposed of in a timely manner and shall not be left within the Units or about the Common Elements for extended periods of time.

11. A Unit Owner shall be permitted to keep normal, household pet(s), provided that said pet(s) shall be the sole responsibility of such Unit Owner and shall not be permitted to cause a nuisance. Notwithstanding the foregoing, no Unit Owner shall be permitted to have or keep any of the following breeds of dogs or mix of breeds of dogs as follows: Akita, Alaskan Malamute, American Pit Bull Terrier, American Staffordshire Terrier, Bull Mastiff, Chow, Dalmatian, Doberman Pinscher, Giant Schnauzer, German Shepherd, Pit Bulls, Presa Canario, Rottweiler, Siberian Husky, Staffordshire Bull Terrier, Thai Ridgeback, Wolf-Dog Hybrid. Further no Unit Owner shall be permitted to keep or maintain any so called "unusual pets or livestock" such as snakes or ferrets. A Unit Owner keeping any permitted pet(s) shall be responsible for prompt removal of all pet waste and repair and restoration of lawn, shrubbery, trees and other portions of the Common Elements damaged by routine use of the same by his or her pet(s). (Please refer to Section VIII-b of the Master Deed.

12. Any consent or approval provided hereunder may be modified, amended or repealed at any time by the Trustees.

13. These Rules and Regulations may be amended, except as noted above, from time to time, as provided in the Trust, except the following Rules and Regulations may not be amended and/or removed.

a. The subject properties are located along or adjacent to Colby Farm Lane, a roadway which has included municipal facilities established prior to Planning Board approval of the associated residential development of this Property. All owners and successors in interest hereby acknowledge the presence of these lawfully preexisting uses, which will be maintained and operated as long as they are needed by the City, including but not limited to a recycling facility, a compost Property, a storage facility for the parks department and department of public services, open space and trail networks open to the general public.

b. There shall be no residential parking in the public spaces along Colby Farm Lane.

14. Subject to Section XVI of the Master Deed, nothing herein shall prevent any Unit Owner from renting his/her Unit, provided that any lease or rental agreement shall be in writing, shall be for a term of no less than one (1) year and shall be specifically subject to this Master Deed, the provisions of the Declaration of Trust, the Bylaws and the Rules and Regulations. A copy of any such agreement shall promptly be furnished to the Trustee(s) of the Trust, who shall keep and maintain the same as part of the records of the Condominium and shall furnish copies of the same to the first mortgagees of record upon request.

15. Unit Owners shall not park, for any extended period of time, in the parking area denoted as "Visitor Parking".

THE % COMMON INTEREST IS MERELY AN ESTIMATE BASED UPON PLANS AND IS
SUBJECT TO CHANGE AFTER CONSTRUCTION PRIOR TO RECORDING
CONDOMINIUM DOCUMENTS

(SPACE ABOVE RESERVED FOR REGISTRY OF DEEDS)

**MASTER DEED
OF THE
THE STABLES AT BASHAW FARM**

The Stables at Bashaw Farm, LLC (“Declarant”), a Massachusetts Limited Liability Company with its principal office at 229 Stedman Street, Lowell, Middlesex County, Commonwealth of Massachusetts, being the sole owner of the land located at the property shown as Lot 2 on that certain Approval Not Required plan being recorded in Plan Book 477, Plan 99 on July 31, 2020 in the Essex South Registry of Deeds (the “Plan”) known as The Stables at Bashaw Farm, and said Lot 2 being a portion of the land conveyed to the Declarant by deeds dated July 30, 2020 and recorded in said registry at Book 38776 Page 381, and Book 38776, Page 385 (the “Land”) as described in paragraph II, below, does hereby, by duly executing and recording this Master Deed, submit the Land, together with the Buildings and other improvements erected thereon and all easements, rights and appurtenances belonging thereto (the “Condominium”), to the provisions of Chapter 183A of the General Laws of Massachusetts (“Chapter 183A”), and does hereby state that it proposes to create, and does hereby create, with respect thereto, a condominium to be governed by and subject to the provisions of Chapter 183A.

I. Name of Condominium

The Condominium is to be known as the “**THE STABLES AT BASHAW FARM.**” THE STABLES AT BASHAW FARM Trust (the “Trust”), through which the unit owners (the “Unit Owners”) will manage and regulate the Condominium, is being formed simultaneously herewith pursuant to Chapter 183A. The initial Trustee of the Trust is the Declarant. The Declaration of Trust (the “Declaration of Trust”) contains the by-laws of the Condominium (the “Bylaws”), enacted pursuant to said Chapter 183A. The mailing address of the Trust is 229 Stedman Street, Lowell, Massachusetts 01851.

II. Description of Land

That certain parcel of land with the Buildings and other improvements thereon being known as and numbered 8 Colby Farm Lane, Newburyport, Essex County, Commonwealth of Massachusetts,

and which is a portion of the land conveyed to the Declarant by deeds dated July 30, 2020 and recorded in said registry at Book 38776 Page 381, and Book 38776, Page 385 as further described in Exhibit A hereto.

III. Plans

Simultaneously with the recording hereof, there have been recorded with the Registry of Deeds both a site plan and floor plans of the Condominium and the Units therein. The former is entitled "THE STABLES AT BASHAW FARM", prepared by LandPlex, LLC, Civil Engineering and Surveying, 10 George Street, Suite 208, Lowell, MA 01852 and dated, _____; the latter are entitled "THE STABLES AT BASHAW FARM _____, Newburyport, MA" prepared by _____, Architect, _____, _____, MA and dated _____, stamped and signed by _____ (collectively, the "Plans"). The Plans show the layout, location, Unit numbers and dimensions of the Units, and bear the verified statement of a registered architect certifying that they fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built. The Buildings have no names, so none are referenced on the Plans.

IV. Description of Buildings

There are six (6) buildings (the "Buildings") located on the Land: one building contains 2 units and there are five (5) individual Buildings containing one unit each for a total of seven (7) units, Unit A, Unit B and Unit C, Unit D, Unit E, Unit F, Unit G.(the "Units"). The Buildings are constructed on poured concrete foundations and are of wood framing and asphalt roofs. The Buildings are built on pilings and there are no basements.

V. Description of Units

Each of the Units include three (3) bedrooms with two (2) full and one (1) half bathrooms. The designation of each Unit in the Condominium and a statement of its location, its approximate area, the number of rooms therein, the immediate Common Elements to which it has access and its proportionate interest in the Common Elements and facilities of the Condominium (the "Common Elements") is included in Exhibit B hereto.

VI. Unit Boundaries

The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- (a) Floors: The plane of the lower surface of the finish layer of the first floor.
- (b) Ceilings: The plane of the lower surface of the gypsum drywall ceiling.
- (c) Interior walls, between the Units: The plane of the interior surface of the wall studs or furring facing such Unit.

- (d) Exterior walls, doors and windows: As to walls, the plane of the interior surface of the wall studs or furring facing such Unit. As to doors, the exterior surface thereof. As to windows, the exterior surface of the glass and of the window frames.

Each Unit shall be defined so as to include all heating, water heating, plumbing, flues, meters and conduits, if any, and any other facility serving only said Unit, wherever located, whether within the Unit boundaries or in, on or about any part of the Common Elements.

VII. Unit Appurtenances

Appurtenant to each Unit are the following:

- (a) A beneficial interest in the Trust, in the same percentage as an individual Unit Owner's interest in the Common Elements, pursuant to Paragraph XI hereof. Membership is not assignable or severable from the ownership of such Unit.
- (b) The right and easement to use the Common Elements, as hereinafter defined, subject to and in accordance with the provision(s), condition(s), restriction(s) and limitation(s) as hereinbefore and hereinafter set forth and the provisions of the Declaration of Trust, the Bylaws and the rules and regulations promulgated thereunder (the "Rules and Regulations").
- (c) For each Unit's exclusive use, those Exclusive Use Areas, as hereinafter defined, designated as appurtenant to such Unit on the Plan. Said right and easement shall not be transferred, leased or otherwise disposed of separately from a Unit and any attempted transfer shall be void and of no force or effect. Said right and easement is not assignable or severable from the ownership of such Unit.
- (d) Each Unit shall have the exclusive use of the parking space(s) immediately behind each unit and as shown on the Plans. The additional five (5) spaces shall be for visitor parking only.

VIII. Restrictions on Use of Units

- (a) General Restrictions: The Units are intended to be used only for residential purposes, together with home occupation(s) and/or such other accessory use(s) as may be permitted by the Newburyport Zoning bylaws, from time to time. No other use may be made of any Unit without the prior written consent of the Trustee(s) of the Trust. The Building(s) and the Common Elements may be used only for such ancillary use(s) as are required in connection with such purposes. Any Unit Owner found by a court of competent jurisdiction to be in violation of the provision(s) of this Master Deed, the Declaration of Trust, the Bylaws or the Rules and Regulations shall be liable for all costs and attorney's fees incurred by the Trustee(s) in enforcing the same.
- (b) Specific Restrictions:
 - 1. A Unit Owner shall be permitted to keep normal, household pet(s), provided that said pet(s) shall be the sole responsibility of such Unit Owner and shall not be

permitted to cause a nuisance. Notwithstanding the foregoing, no Unit Owner shall be permitted to have or keep any of the following breeds of dogs or mix of breeds of dogs as follows: Akita, Alaskan Malamute, American Pit Bull Terrier, American Staffordshire Terrier, Bull Mastiff, Chow, Dalmatian, Doberman Pinscher, Giant Schnauzer, German Shepherd, Pit Bulls, Presa Canario, Rottweiler, Siberian Husky, Staffordshire Bull Terrier, Thai Ridgeback, Wolf-Dog Hybrid. Further no Unit Owner shall be permitted to keep or maintain any so called "unusual pets or livestock" such as snakes or ferrets. A Unit Owner keeping any permitted pet(s) shall be responsible for prompt removal of all pet waste and repair and restoration of lawn, shrubbery, trees and other portions of the Common Elements damaged by routine use of the same by his or her pet(s).

2. Subject to section XVI below, nothing herein shall prevent any Unit Owner from renting his/her Unit, provided that any lease or rental agreement shall be in writing, shall be for a term of no less than one (1) year and shall be specifically subject to this Master Deed, the provisions of the Declaration of Trust, the Bylaws and the Rules and Regulations. A copy of any such agreement shall promptly be furnished to the Trustee(s) of the Trust, who shall keep and maintain the same as part of the records of the Condominium and shall furnish copies of the same to the first mortgagees of record upon request.

IX. Modification of Units

No Unit Owner shall make addition(s), change(s) or modification(s) of the exterior of his/her Unit or the Building(s) in which it is located or interior changes that affect, or in any way modify, the structural or supportive characteristics or integrity of the Building(s) without the approval of 100% of the Unit Owners, which approval shall not be unreasonably withheld or delayed; provided, however, such Unit Owner may modify the interior construction of his/her Unit in any manner not inconsistent herewith; and further provided that such Unit Owner may, at any time and from time to time, change the use and designation of any room or space within his/her Unit, subject always to the provisions of this Master Deed, the Declaration of Trust, the Bylaws and the Rules and Regulations. Any and all such work shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the Town of Newburyport, if the same is required, and pursuant to plans and specifications detailing the style, method and manner of the proposed change(s) or modification(s), which plans and specifications shall be submitted to and approved by the Trustee(s) of the Trust, which approval shall also not be unreasonably withheld or delayed.

X. Common Elements, including Exclusive Use Areas

The Common Elements consist of the entire Condominium, other than the Units, including, without limitation, the following:

- (a) All portions of the Condominium not included in the descriptions of the Units per Paragraph V hereof.
- (b) Areas for the exclusive use of a Unit Owner (the "Exclusive Use Areas"), located appurtenant to each of the Units as designated on the Plans. Areas identified as "Exclusive Use Area Unit A" on the Plans are the Exclusive Use Areas appurtenant to

Unit A; areas identified as "Exclusive Use Area Unit B" on the Plans are the Exclusive Use Areas appurtenant to Unit B and so on and so forth for Units, C, D, E, F and G. The Exclusive Use Areas are included in the Common Elements but have been designated for the exclusive use of the Owner(s) of the Unit to which each is appurtenant, subject to the limitations of Subparagraph (d), below, and the easement rights of the other Owner as conveyed in Paragraph XIII hereof. In all uses and at all times, the Unit Owner granted exclusive use, as aforesaid, must use the area in a manner consistent with the provisions of this Master Deed, the Declaration of Trust, the Bylaws and the Rules and Regulations. The Exclusive Use Areas shall be kept in good order by the Unit Owner with the exclusive use of the same, and will be subject to the terms hereof and those in the Declaration of Trust concerning consent of the Trustees and/or the Unit Owners, where required. All regular capital maintenance including the replacement of sand or gravel shall be the responsibility of the Association.

- (c) All conduits, ducts, pipes, wires, meters and other installations or facilities for the furnishing of utility services and/or waste removal, including without limitation water, sewerage, drainage, electricity, cable and telephone equipment attendant thereto, which serve all Units, regardless of whether they are located within any Unit. All such facilities serving all Units, wherever contained or located, shall be deemed to be part of the Common Elements to be shared by all Unit Owners. The Common Elements are subject to an easement for access by the Trustee(s) of the Trust for maintenance, repair and/or replacement, as needed.
- (d) Such additional Common Elements as may be defined in Chapter 183A.

XI. Determination of Percentages in Common Elements

The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation that the fair market value of each Unit and its Exclusive Use Area on the date hereof bears to the aggregate fair market value of each of the Units and the Land on which they are located on said date.

XII. Encroachments

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall hereafter occur as a result of (a) settling of the Building(s), (b) alteration or repair of the Common Elements, (c) repair or restoration of the Building(s) or any Unit after damage by fire or other casualty or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building(s) stand.

XIII. Pipes, Wires, Flues, Ducts, Cables, Conduits and Public Utility Lines Serving the Unit(s)

Each Unit Owner shall have an easement in common with the others to use all underground pipes, wires, ducts, flues, cables, conduits and public utility lines located in, on, about or upon the Common Elements and serving his/her Unit.

XIV. Units Subject to Master Deed, Unit Deed, Declaration of Trust, and Rules and Regulations

All present and future Unit Owners, tenants, visitors, servants and occupants of the Units shall be subject to, and shall comply with, the provisions of this Master Deed, the applicable Unit Deed, the Declaration of Trust, the Bylaws and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the Condominium as set forth above. The recording of a Unit Deed for and/or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the applicable Unit Deed, the Declaration of Trust, the Bylaws, the Rules and Regulations and the Plans recorded simultaneously herewith, as the foregoing may be amended from time to time, and all items affecting title to the Condominium, are accepted and ratified by the Unit Owner, his/her tenants, visitors, servants and occupants and any person having at any time any interest or estate in the Unit, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of this Master Deed, the applicable Unit Deed, the Declaration of Trust, the Bylaws or the Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Unit Owner.

And further, these Units and the Condominium shall be subject to the following permits:

- a. Open Space Residential Special Permit recorded in Book 38776 Page 371 in said Registry.
- b. Section VI-C Special Permit recorded in Book 38776 Page 363 in said Registry.
- c. Site Plan Review Permit in Book 38776 Page 357 in said Registry.
- d. Order of Conditions in Book 38611 Page 33 in said Registry.

XV. Use of Unit(s) by the Declarant

The Declarant, its successors and assigns shall have the right to use any Unit owned or leased by it or any Common Element or portion thereof for a model, for office(s) for sales and/or construction, for storage or for any other lawful purpose. So long as the Declarant owns any Unit in the Condominium, it shall have the right to erect and maintain signs in and upon such Unit and/or the Common Elements, provided said signs comply with the Newburyport Zoning Bylaw and are maintained in a sightly condition in conformance therewith.

XVI. Sale, Rental and Mortgaging of Units

Nothing herein shall prevent any Unit Owner from renting his/her Unit, provided that any lease or rental agreement shall be in writing, shall be for a term of no less than four (4) months and shall be specifically subject to this Master Deed, the provisions of the Declaration of Trust, the Bylaws and the Rules and Regulations. A copy of any such agreement shall promptly be furnished to the Trustee(s) of the Trust, who shall keep and maintain the same as part of the records of the Condominium and shall furnish copies of the same to the first mortgagees of record upon request. Notwithstanding the foregoing, the Declarant, its successors and assigns shall have the right to let or

lease any Unit which has not been sold by it, including any such Unit later acquired or later leased by it, upon such terms and for such periods as it shall determine in its sole discretion.

XVII. Amendment

This Master Deed may be amended by vote of a majority of Unit Owners, in person or by proxy at a meeting duly held in accordance with the provisions of the Declaration of Trust, or, in lieu of a meeting, any amendment may be approved in writing by a majority of Unit Owners. Any amendment must be duly recorded with the Registry of Deeds and the date on which any instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless the same shall have been so recorded within six (6) months after such date. No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a bank or institutional lender or of a purchase-money mortgage shall be of any force or effect unless the same has been assented-to by such holder. No provision or instrument of amendment adopted by the Unit Owners and incorporated in this Master Deed providing for a right of first refusal by any of the Unit Owners in the event of the sale of one of the Units shall impair the rights of any institutional holder of a first mortgage on a Unit. No instrument of amendment which alters the rights of the Declarant shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the Declarant, for so long as the Declarant owns any Unit in the Condominium. No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A, as amended, shall be of any force or effect. Notwithstanding anything herein to the contrary, for so long as the Declarant owns any Unit in the Condominium, the Declarant reserves the right, at any time and from time to time, to unilaterally amend this Master Deed, the Declaration of Trust or the Bylaws, for the following purposes: to satisfy the requirements of any governmental or quasi-governmental body or agency including, but not limited to, the Town of Newburyport, or any of its agencies; to satisfy the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Massachusetts Housing Finance Agency, the secondary mortgage market or any lender, institutional or not; to induce any of the foregoing agencies or entities to make, purchase, sell, insure or guarantee first mortgages on a Unit; to correct typographical, mathematical, clerical or scrivener's errors, or to cure any ambiguity, inconsistency or formal defect or omission herein or in the Declaration of Trust or the Bylaws, or any exhibit hereto or thereto, or any supplement or amendment hereto or thereto; or to assist the Declarant in the sale, development and/or marketing of any Unit.

XVIII. Declarant's Reserved Rights to Construct and Add Future Phases

The Condominium may be developed or redeveloped as a two (2) phase Condominium, each phase of which may include one (1) or more Buildings(s) and/or improvement(s). There will be no more than 4 buildings.

- A. In order to permit and facilitate such development, the Declarant, its successors and assigns hereby expressly reserve the right and easement to construct, erect and install on the Land (i) any and all such Buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to development of the Condominium as a phased condominium; (ii) additional parking spaces, porches, decks, walks and paths and (iii) new or additional pipes, wires, ducts, cables, conduits and/or other lines, equipment, streets, ways and

installations of every character for the furnishing of utilities to the Units.

The phase(s) that the Declarant wishes to add to the Condominium may be so added at one time by a single amendment to this Master Deed or may be added at different times by multiple amendments hereto. Upon the recording of such an amendment, added Unit(s) shall become part of the Condominium for all purposes, shall be included within the definition of "Unit" as used herein and shall otherwise be subject in all respects to this Master Deed, the Declaration of Trust, the Bylaws and the Rules and Regulations.

Ownership of Buildings(s), together with the Unit(s) forming a part thereof and all appurtenances thereto, constructed by or for the Declarant in accordance with its reserved rights and easements shall remain vested in the Declarant, and it shall have the right to sell and convey said Unit(s) as Unit(s) of the Condominium without accounting to any party with respect to the proceeds of such sales.

B. The Declarant's reserved right and easement to construct and add future phases shall be unlimited, subject to the following:

- (1) The Declarant's reserved rights to amend this Master Deed to add new Unit(s) to the Condominium as part of future phases shall expire upon the first to occur of (i) the expiration of seven (7) years after the recording hereof in the Registry of Deeds or (ii) the Declarant records with the Registry of Deeds a statement specifically relinquishing its reserved rights to amend this Master Deed and add new Units to the Condominium.
- (2) There are no minimum or maximum size limitations on future phase(s). A phase may consist of one (1) or more Buildings(s), improvement(s) or both.
- (3) The Declarant reserves the right to change the type of construction, architectural design, style and principal construction materials of future Buildings(s) and any Unit(s) therein added to the Condominium as part of future phase(s). The Declarant shall not be limited to any specific type of Buildings or Unit, and there shall be no limits, other than those imposed by applicable federal, state or local laws and regulations, on the use, size or design of future Unit(s). The Declarant has the right to vary the boundaries of future Unit(s) from those described in Paragraph VI hereof.
- (4) The Declarant reserves the right to designate certain portions of the Common Elements as Exclusive Use Areas for the benefit of Units to be added to the Condominium as part of future phase(s). As hereinafter described, each amendment to this Master Deed adding additional phase(s) shall specify the Common Elements appurtenant to the Units in such phase(s) if they are different from those described in Paragraph X hereof.
- (5) The Declarant, its successors and assigns hereby expressly reserve the right and easement to construct, erect and install on the Land common use facilities to serve the Condominium, together with any pipes, wires, ducts, cables, conduits and/or other lines, equipment and installations as shall be associated therewith. Upon substantial completion of such common use facilities, they shall become part of the Common Elements of the Condominium and the Declarant shall turn them over to the Trust for management, operation and maintenance. The Trust shall thereafter accept responsibility for said

management, operation and maintenance. Nothing contained in this Paragraph XVII(B)(e) shall in any way obligate the Declarant to construct, erect or install any such facilities as part of the development of the Condominium.

- C. The Declarant may add future phase(s) to the Condominium by executing and recording with the Registry of Deeds an amendment to this Master Deed containing (i) an amendment to Exhibit B hereto, describing the location(s), the approximate area(s), the number of rooms and the immediately-accessible common area(s) of the Unit(s) being added, (ii) a modification of the definition of "Common Elements" in Paragraph X hereof, if the boundaries of the Unit(s) being added vary from those described in Paragraph VI hereof, (iii) an amendment to Exhibit B hereto, providing the new percentage ownership interests for all Units in the Common Elements, based upon the addition of the new Unit(s), (iv) a description of Common Elements designated as Exclusive Use Areas for the benefit of the Unit(s) being added or appurtenant to said Unit(s), and a statement as to responsibility for their maintenance, if said Common Elements vary from those described herein, (v) revised plans showing the Buildings(s) and Unit(s) forming part of the phase(s) and (vi) an amendment to Exhibit A hereto describing any additional land being added to the Condominium.
- D. It is expressly understood and agreed that no amendment adding new phase(s) to the Condominium shall require the consent or signature of any Unit Owner, any person claiming by, through or under any Unit Owner or any other party, and the only signature required on any amendment is that of the Declarant, its successors or assigns. Any amendment, once executed by the Declarant and recorded with the Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of same in favor of all persons who rely thereon without actual knowledge of the falsity of said facts or the invalidity of the amendment.
- E. Each Unit Owner understands and agrees that if and as additional phase(s) containing additional Unit(s) are added to the Condominium as permitted hereunder, his or her percentage ownership interest in the Common Elements, concomitant interest in the Trust and liability for sharing in the common expenses of the Condominium may be reduced, if and as the value of each Unit represents a smaller proportion of the revised aggregate fair value of all Units in the Condominium. In order to compute each Unit Owner's percentage interest and liability, the fair value of his Unit shall be divided by the aggregate fair value of all Units, both measured as of the date of this Master Deed. Each Unit's percentage interest and liability shall thereafter be set forth in an amended Exhibit B, as required by Paragraph XVII(C). By the acceptance and recording of his or her deed, each and every Unit Owner consents for himself or herself and his or her heirs, administrators, executors, successors, assigns and all other persons claiming by, through or under him/her, to the Declarant's reserved rights hereunder and expressly agrees to the aforesaid alteration of his or her Unit's percentage interest and liability if and when new phase(s) are added to the Condominium.
- F. In the event that, notwithstanding provisions of this Paragraph XVII to the contrary, it is determined that the signature of a Unit Owner other than the Declarant is required on any amendment hereof adding new phase(s) to the Condominium, the Declarant shall be empowered as attorney-in-fact for the owner of each Unit in the Condominium to execute and deliver said amendment by, on behalf of and in the name of each Unit Owner. For this purpose, by the acceptance of his or her deed, each Unit Owner constitutes and appoints the

Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Unit Owner in the Condominium.

G. Declarant's Further Reservation of Rights

The Declarant expressly reserves to itself and its successors and assigns the following rights and easements:

- (1) To construct, erect and install on or as a part of any unsold Unit or in or as a part of the Common Elements, in such locations as the Declarant shall in the exercise of its sole discretion determine to be appropriate or desirable: above; driveways, decks, fences, barriers, walkways, paths and enclosures; new or additional conduits, pipes, satellite dishes, wires, poles or other lines, equipment and installations for the furnishing of utilities, provided they do not interfere with the quiet enjoyment of Units previously sold; and any and all other building, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium.
- (2) To enter upon all or any portion of the Common Elements with workers, vehicles, machinery and equipment for the purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating or removing structures and their appurtenances, utilities, roadways, driveways, walkways and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium and its Common Elements should the Declarant elect to develop the same pursuant to the rights reserved to the Declarant herein; and to store at, in or upon the Land vehicles, machinery, equipment and materials used or to be used in connection with said development as shall be conveniently required for the same.
- (3) To sell and convey the Units without accounting to any party (other than the Declarant's mortgagee(s), if any) with respect thereto or with respect to the proceeds therefrom.
- (4) To amend this Master Deed, the Declaration of Trust or the Bylaws in accordance with Paragraph XVII, above. Every Unit Owner by the acceptance of his/her deed hereby consents for him- or herself, his/her heirs, administrators, executors, successors and assigns and for all other persons claiming by, through or under him or any other party whatsoever, to the Declarant's reserved rights and easements and rights hereunder. In the event that, notwithstanding provisions hereof to the contrary, it shall ever be determined that the signature of any Unit Owner is required on any amendment as aforesaid, the Declarant, its successors and assigns shall be empowered, as attorney-in-fact for the Unit Owner of each Unit in the Condominium, to execute and deliver any such amendment by, on behalf and in the name of each such Unit Owner and each Unit Owner hereby constitutes and appoints the Declarant as his attorney-in-fact for such purpose. Such power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Unit Owner and all other persons claiming by, through or under him or her.

- (5) To amend, restate, reaffirm or otherwise take whatever steps may be required to complete the Condominium and construction of the Buildings or improvements upon the Land.

Notwithstanding anything to the contrary herein, the Declarant shall not be compelled to add any other structures or facilities whatsoever to the Condominium. The rights and easements described hereunder shall be deemed to run with the Land and shall burden the Land and shall obligate and inure to the benefit of the Unit Owners and occupants of the Land.

XVIX. Invalidity

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect the validity of the remainder of this Master Deed, and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision(s) had never been included herein.

XX. Waiver

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

XXI. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way do they define, limit or describe the scope of this Master Deed or the intent of any provision hereof.

XXII. Conflicts

This Master Deed is set forth to comply with the requirements of Chapter 183A. In the event that any of the provisions stated above conflict with the provisions of Chapter 183A, the provisions of said Chapter 183A shall control.

WITNESS the execution hereof, under seal, this _____ day of _____, 2020.

The Stables at Bashaw Farm, LLC

By: _____
The Daly Group LLC, Manager
David T. Daly, Its Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

_____, 2020

Before me, the undersigned notary public, personally appeared David T. Daly, Manager of the Daly Group LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed and sealed it voluntarily and for its stated purpose, not individually but as Manager of The Stabels at Bashaw Farm, LLC.

Notary Public
My Commission Expires:

DRAFT

EXHIBIT A

Property Description

The following parcels of land situated in Newburyport, in the County of Essex and Commonwealth of Massachusetts, bounded and described as follows:

(running description to follow)

Shown Lot 2 on a plan by Landplex Engineers, recorded on July 31, 2020 and recorded in Plan Book 477 Plan 99.

For Declarant's title see deeds dated July 30, 2020 and recorded in said registry at Book 38776 Page 381, and Book 38776, Page 385.

THE % COMMON INTEREST IS MERELY AN ESTIMATE BASED UPON PLANS AND IS
 SUBJECT TO CHANGE AFTER CONSTRUCTION PRIOR TO RECORDING
 CONDOMINIUM DOCUMENTS

EXHIBIT B

Unit Descriptions

Unit Designation	Approximate Area	Number of Rooms †	Immediate Common Element	Percentage Interest in Condominium
Unit A	1725	K/ 3 BR/2 ½ Bath / LR / DR	Egress to outside	6%
Unit B	1478	K/ 3 BR/2 ½ Bath / LR / DR	Egress to outside	15%
Unit C	1987	K/ 3 BR/2 ½ Bath / LR / DR	Egress to outside	16%
Unit D	1987	K/ 3 BR/2 ½ Bath / LR / DR	Egress to outside	16%
Unit E	1987	K/ 3 BR/2 ½ Bath / LR / DR	Egress to outside	16%
Unit F	1987	K/ 3 BR/2 ½ Bath / LR / DR	Egress to outside	16%

Unit G	1987	K/ 3 BR/2 ½ Bath / LR / DR	Egress to outside	16%

† Key: K = kitchen; DR = dining room; LR = living room; F= foyer; BR = bedroom;

THE % COMMON INTEREST IS MERELY AN ESTIMATE BASED UPON PLANS AND IS SUBJECT TO CHANGE AFTER CONSTRUCTION PRIOR TO RECORDING CONDOMINIUM DOCUMENTS

The Stables at Bashaw Farm

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Condo Fees													
Unit A	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 3,900.00
Unit B	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 1,800.00
Unit C	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 3,900.00
Unit D	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 3,900.00
Unit E	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 3,900.00
Unit F	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 3,900.00
Unit G	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 3,900.00
Sub-total	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 25,200.00
Expenses													
General Exterior Maintenance & Repair	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 1,200.00
Master Insurance Policy	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 1,500.00
Landscaping			\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,800.00			\$ 10,500.00
General Snow Plowing/Shoveling	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00								\$ 1,500.00		\$ 7,500.00
Trash Removal	\$ 372.00	\$ 372.00	\$ 372.00	\$ 372.00	\$ 372.00	\$ 372.00	\$ 372.00	\$ 372.00	\$ 372.00	\$ 372.00	\$ 372.00	\$ 372.00	\$ 4,464.00
Sub-total	\$ 2,097.00	\$ 2,097.00	\$ 3,597.00	\$ 1,797.00	\$ 1,797.00	\$ 1,797.00	\$ 1,797.00	\$ 1,797.00	\$ 1,797.00	\$ 2,397.00	\$ 2,097.00	\$ 2,097.00	\$ 25,164.00
Net	\$ 3.00	\$ 3.00	\$ (1,497.00)	\$ 303.00	\$ 303.00	\$ 303.00	\$ 303.00	\$ 303.00	\$ 303.00	\$ (297.00)	\$ 3.00	\$ 3.00	\$ 36.00



Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Chrystal Komegay, Undersecretary

FOR DHCD USE ONLY:

Pursuant to 301 CMR 11.03(2), DHCD hereby determines that no ENF Must Be Filed.

_____ date

_____ signature
for DHCD Division of Housing Development

MEPA ENF Certification

Project Name: THE STABLES AT BASHAW FARM

City/Town: NEWBURYPORT, MA

Project Sponsor: THE DALY GROUP

I hereby certify, pursuant to the Massachusetts Environmental Policy Act (MEPA, G.L., c. 30, ss. 61-62H) and regulations (301 CMR 11.00) as follows:

The development will alter 25 or more acres of land. Yes No

The development will create 5 or more acres of impervious area. Yes No

The development meets or exceeds one of the SS 11.03 review thresholds. Yes No

The development is in an Area of Critical Environmental Concern (see G.L., c. 21A, s. 2 (7); St. 1974, c. 806, s. 40 (e)) Yes No

The Fail Safe provision in s. 11.04 has been invoked with regard to this development. Yes No

The Secretary of Environmental Affairs has required filing of an Environmental Notification Form (ENF). Yes No

An ENF or Environmental Impact Report is required for this development for other reasons. Yes No

For the Project Sponsor,

[Signature] (signature)

ROBERT M. GILL P.E. (print name)

MANAGER (title)

JULY 22, 2020 (date)



**THE STABLES AT BASHAW FARM
NEWBURYPORT**

**AFFORDABLE HOUSING
MARKETING & LOTTERY PLAN**



THE STABLES AT BASHAW FARM – MARKETING PLAN

PURPOSE OF PLAN

The purpose of this Marketing Plan is to establish policies and procedures for the sale of 1 affordable unit at The Stables at Bashaw Farm located off Colby Farm Road in Newburyport, Massachusetts under the rules and regulations of the Department of Housing and Community Development's Local Initiative Program.

This plan describes the project, the marketing and outreach efforts in compliance with Fair Housing requirements, the eligibility criteria and the lottery and buyer selection process for the purchase of the affordable housing unit. The marketing plan is prepared in advance of the application period to confirm compliance with the Affirmative Fair Housing Marketing Plan (Including Resident Selection) guidelines as published by DHCD, updated as of December, 2014.

Once approved, the Lottery Agent will execute the marketing plan to create interest and awareness of the unit, including placing advertisements, distributing flyers and notices. This effort will ensure affirmative fair marketing of affordable unit and implement the income restriction and other preference restrictions in compliance with applicable regulations and guidelines.

The Lottery Agent will hold an information session and verify the eligibility of applicants including income, assets, and household size. The applications will be prepared and distributed in accordance with the plan. As received, they will be reviewed for completeness and applicants will be notified to complete as needed.

Once eligible applicants are selected, the top ranked certified buyer will be offered the opportunity to execute a Purchase and Sale Agreement.

PROJECT DESCRIPTION

The Stables at Bashaw Farm is an Open Space Residential Development consisting of 8 single-family 3-bedroom homeownership dwellings. There will be 6 detached units and one duplex structure consisting of 2 attached units. The site is made up of two parcels totaling approximately 1.3 acres off Colby Farm Road. The development will include the construction of a private road to be maintained by a homeowner's association until and unless accepted by the City of Newburyport.

In accordance with the Newburyport Zoning Ordinance, this project provides one affordable housing unit. This unit will be one of the duplex units and have 3-bedrooms and approximately 1,632 s.f. of living area. **It will be similar to the market rate units on the outside, however may differ inside with regard to number of rooms, bathrooms, finishes, etc.** Utilities include forced hot air heat (no central air), town water and sewer. Appliances include a stove, refrigerator, microwave and laundry hookup. The designated unit is **Unit B**.

The affordable unit will be sold to qualifying applicants with incomes at or below 80% percent of the area median income. The price is in accordance with the DHCD calculator using current parameters including \$12.64 FY 2021 tax rate, insurance of \$4/000 and condo fee of \$150/mo. **The sale price is \$330,500.**

The City and the developer will be sponsoring an application process and lottery to rank the eligible applicants for the program. L.A. Associates, Inc., as Lottery Agent, will manage the outreach and marketing and will conduct the lottery. The application and lottery process, as well as the eligibility requirements, are described in this plan.

THE STABLES AT BASHAW FARM – MARKETING PLAN

Marketing and resident selection shall be in accordance with and adhere to all State fair housing laws. The developer and its representatives do not discriminate based on race, color, disability, religion, sex, familial status, sexual orientation, national origin, genetic information, ancestry, children, marital status, or public assistance reciprocity. Persons with disabilities are entitled to request a reasonable accommodation of rules, policies, practices, or services, or to request a reasonable modification of the housing, when such accommodations or modifications are necessary to afford the persons with disabilities equal opportunity to use and enjoy the housing.

MARKETING & OUTREACH

Outreach and marketing for The Stables at Bashaw Farm will begin on _____ with an application deadline of _____. Marketing and outreach will be done for a 60-day period. Ads announcing application availability and a public information workshop will be run in the following publications within the 60-day marketing period:

1. The Newburyport Daily News
2. Bay State Banner
3. El Mundo, Jamaica Plain
4. Sampan Newspaper, Boston

In addition, notices will appear on the following websites:

1. Citizens' Housing & Planning Assoc. (CHAPA): Mass Access Registry: massaccesshousingregistry.org
2. Massachusetts Affordable Housing Alliance (MAHA)
3. City of Boston's Metropolitan Housing Opportunity Clearing Center (MetroList): www.boston.gov/metrolist listing form online (617-635-4300)

Notices will also be sent to the following:

1. Fair Housing Commissions:
 - a. MA Commission Against Discrimination
One Ashburton Pl., Room 601, 6th Fl., Boston, MA 02108-1518
 - b. Boston Fair Housing Commission, City of Boston Office of Civil Rights
One City Hall Plaza, Suite 966, Boston, MA 02201-1001
 - c. Cambridge Human Rights Commission
51 Inman St., 2nd Floor, Cambridge, MA 02139-1732
2. Area Churches:
 - a. Immaculate Conception, Newburyport: info@newburyportcatholic.org
 - b. Hope Community Church, Newburyport: hope@hopenewburyport.com
 - c. Old South Presbyterian Church, Newburyport: admin@oldsouthnbpt.org
 - d. St. Paul's Episcopal Church, Newburyport: stpauls@stpauls-nbpt.org
 - e. New England Christian Church, Salisbury: pastorwilliam@comcast.net
 - f. Star of the Sea Parish, Salisbury: administrativeassistant@livingwatercatholic.org

THE STABLES AT BASHAW FARM – MARKETING PLAN

- g. All Saints' Church, Amesbury: office@allsaintsamesbury.org
 - h. Union Congregational Church, Amesbury: info@amesburyunion.org
 - i. Congregation Ahavas Achim, Newburyport: info@caa-newburyport.org
 - j. Congregation Ansh Shalom, Haverhill: office@jewishhaverhill.com
 - k. Temple Emanu-El, Haverhill: [cantorb@templeemanu-el.org](mailto:cantor@templeemanu-el.org)
 - l. Issa Masjid, Dover, NH: issa@issa-nh.org
 - m. Islamic Society of Boston, Roxbury: office@isbcc.org
 - n. Yusuf Mosque, Brighton: masjidyusuf@gmail.com
3. Housing Authorities:
- a. Newburyport Housing Authority: nha@nhahousing.com
 - b. Salisbury Housing Authority: kate@ipswichhousing.org
 - c. Rowley Housing Authority: cdunn@danvershousing.com
 - d. Amesbury Housing Authority: kkane@amesburyha.com
 - e. Georgetown Housing Authority: georgetown.housing@verizon.net
 - f. Topsfield Housing Authority: topsfieldhousing@comcast.net
4. Civic Groups:
- a. Newburyport Chamber of Commerce: info@newburyportchamber.org
 - b. Coastal Connections, Amesbury: office@coastalconnections.org
 - c. Joppa Flats Education Center, Newburyport: joppaflats@massaudubon.org
 - d. American Red Cross, Danvers: apheresisdonorma@redcross.org
 - e. The Arc Greater Haverhill - Newburyport: andrea.morris@thearchofghn.org
 - f. Turning Point, Inc, Newburyport: info@turningpointinc.org
 - g. Pettengill House, Inc., Salisbury: pettengillinfo@gmail.com
5. Social Service Agencies / Housing Agencies:
- a. Community Service of Newburyport: newburyportcommunityservice@gmail.com
 - b. YWCA, Greater Newburyport: edavis@ywcanewburyport.org
 - c. Stepping Stones Therapy Center, Haverhill: info@childcarecircuit.org
 - d. Our Neighbors Table, Amesbury: lyndsey@ourneighborstable.org
 - e. Amesbury Community Action, Inc.: mashaverhill@gmail.com
 - f. Roof Over Head Collaborative: info@roofoverhead.org
6. Other Non-profit Organizations:
- a. Horizon Club, Inc., Newburyport: horizonclubnewburyport@gmail.com
 - b. Port Media: sarah@ncmhub.org
 - c. Opportunity Works: melissa.merrow@opportunityworks.org
 - d. Newburyport Lions Club: kkokain@comcast.net
 - e. Boys & Girls Club of Lower Merrimack Valley: kwebber@bgclmv.org
 - f. Greater Newburyport Village: executivedirector@greaternewburyportvillage.org
 - g. United Way of Mass Bay and Merrimack Valley: info@supportunitedway.org

THE STABLES AT BASHAW FARM – MARKETING PLAN

APPLICATIONS

Applications will be available via email or USPS mail from, **and must be returned to:**

Lottery Agent: Kristen Costa, L.A. Associates, Inc., 11 Middlesex Ave., Suite 5, Wilmington, MA 01887
(978) 758-0197 kriscosta@laassoc.com

Applications can also be downloaded at the following websites:

L.A. Associates: www.laassoc.com

The state affordable housing: www.massaccesshousingregistry.org

Newburyport Public Library: www.newburyportpl.org

Newburyport Affordable Housing Trust: www.cityofnewburyport.com/affordable-housing-trust

The Affirmative Fair Housing Marketing Plan will be posted on the Affordable Housing Trust website.

Application deadline is _____.

INFORMATION SESSION

A public information workshop will take place on _____ at 6 pm online via Zoom platform. Following are the details for meeting access:

Meeting ID: _____ Passcode: _____

LOTTERY

Applicants will be notified in writing that their application has been received and they are eligible for the lottery. Eligible applicants will be assigned a registration number for the lottery.

The lottery will take place on _____ at 6 pm online via Zoom platform. Following are the details for meeting access:

Meeting ID: _____ Passcode: _____

ELIGIBILITY AND PREFERENCES

INCOME

Income eligibility is governed by the rules and standards employed by the Department of Housing and Urban Development (“HUD”) in the selection of income-eligible buyers for publicly subsidized housing. The provisions of this section are intended to complement and not to override or supersede any applicable fair marketing regulations of DHCD, the Massachusetts Commission against Discrimination, or any Town regulation with jurisdiction and like purpose, and to provide low and/or moderate income housing.

THE STABLES AT BASHAW FARM – MARKETING PLAN

The applicant household income is required to be at or less than the applicable Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area Median Income (AMI) as published by HUD for total Gross Annual Household Income. Gross Annual Household Income includes all wages prior to any deductions from all adult household members. The following 2021 household income limits will be used:

1-person \$70,750, 2-persons \$80,850, 3-persons \$90,950, 4-persons \$101,050, 5-persons \$109,150

ASSETS

Household assets shall not exceed \$75,000 in value. Assets include but are not limited to all cash, cash in savings accounts, checking accounts, certificates of deposit, bonds, stocks, retirement accounts, value of real estate holdings and other capital investments. The value of necessary personal property (furniture, vehicles) is excluded from asset values.

Assets that are included conform to the guidance from DHCD, and include retirement and pension fund amounts that can be withdrawn, less penalties or transaction costs.

If a potential purchaser divests him/her self of an asset for less than full and fair cash value of the asset within two years prior to application, the full and fair cash value of the asset shall be included for purposes of calculating eligibility.

FIRST-TIME HOMEBUYER

All qualified applicants shall not have owned a home within 3 years, including in trust, preceding the application with the exception of:

1. displaced homemakers, where the displaced homemaker (an adult who has not worked full-time, full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family), while a homemaker, owned a home with his or her partner or resided in a home owned by the partner;
2. single parents, where the individual owned a home with his or her partner or resided in a home owned by the partner and is a single parent (is unmarried or legally separated from a spouse and either has 1 or more children of whom the individual has custody or joint custody, or is pregnant);
3. households where at least one household member is 55 or over;
4. households that owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations; and
5. households that owned a property that was not in compliance with State, local or model building codes and that cannot be brought into compliance for less than the cost of constructing a permanent structure.

THE STABLES AT BASHAW FARM – MARKETING PLAN

OTHER ELIGIBILITY CRITERIA

Individuals who have a relationship to the Developer, or who have a financial interest in the Project, and their families shall not be eligible to participate in the lottery.

HOUSEHOLD SIZE PREFERENCE

The objective of these State subsidy programs is to provide housing to appropriate sized families, and to that end, there will be a preference given in the lottery to households that need all of the bedrooms, in this case 3 bedrooms. ***In all cases, occupancy will not exceed the State Sanitary Code.***

A "household" is defined as two or more persons who will regularly live in the unit as their primary residence and who are related by blood, marriage, law or who have otherwise evidenced a stable inter-dependent relationship, or an individual.

First preference shall be given to households requiring the total number of bedrooms in the unit based on the following criteria:

1. There is at least one occupant and no more than two occupants per bedroom.
2. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom.
3. Other household members may share but shall not be required to share a bedroom

LOCAL PREFERENCE: There is no local preference for this project.

LOTTERY PROCESS

The main objective of the lottery process is to ensure that all winners are able to close on the unit while conducting Fair Housing practices. Qualifications and eligibility are verified prior to entering the lottery. The Lottery Agent will provide a complete application package upon request. The application provides information on the project, the unit, eligibility requirements, household preference, important dates and the lottery process.

Applications will be available on-line, sent to any requesting party, the City of Newburyport website and via patio pickup at the Newburyport Public Library. Once received, applications will be verified for completeness and validated for eligibility. The Lottery Agent will perform income and asset verification to determine buyer eligibility. Only qualified eligible applicants will be included in the lottery.

All applicants are notified of their eligibility and issued a ballot number. The lottery will be held via Zoom. The ballots are randomly drawn and placed in the order drawn. The unit will be awarded by bedroom size by proceeding down the list of drawn numbers to the first household of appropriate size. Applicants are notified of the results and the lottery list is maintained until the unit closes. All records are retained for audit purposes.

THE STABLES AT BASHAW FARM – MARKETING PLAN

AFFORDABILITY RESTRICTIONS

It is important that the potential homeowner be advised and is fully aware of the restrictions on the property. The following resources assist the purchaser in understanding the complexities in the deed restriction.

1. The Deed Rider itself, which is available in hard copy from the Lottery Agent by request, and on the DHCD website: <http://www.mass.gov/Ehed/docs/dhcd/hd/lip/lipdeedrider.pdf>.
2. The Applicant's Certification section of the application, describes the terms of the deed restriction. Acknowledgement signatures are required.
3. The Information Session will also cover the restrictions, though attendance is not a requirement.
4. The Homebuyer Disclosure Statement summarizes the rights and obligations of purchasing an affordable home. This document must be signed and witnessed by the homebuyer.

COMPLETING THE SALE

After the lottery, the Lottery Agent provides the Developer the names, addresses and contact information of lottery winners. The following documents are used during the sale process:

1. Purchase & Sale Agreement – This contract binds the buyer to the unit and provides the details of the financing, payments, and closing dates. A minimum \$1,000.00 deposit is required upon signing the P&S.
2. Deed Rider – This document legally binds the Buyer to the restrictions imposed on the property. It is signed at the closing and recorded. The copy provided prior to closing is the sample template.
3. Condominium Association document – If appropriate, this document provides the detailed responsibilities of the Homeowner's Association and its provisions including dues, proportionally adjusted for the affordable unit. The copy provided prior to closing is a draft document, with the final document to be recorded at the sale of the first home.

A list of lenders who are familiar with affordable housing loans will be provided to facilitate the mortgage financing. Prior to a Purchase and Sale Agreement being signed, the Lottery Agent will perform final income and asset verification and indicate that the buyer's verified income meets the eligibility income limits. No contracts are executed before eligibility is assured. Prior to closing, and upon receipt of final documents, DHCD will prepare the Deed Rider, the Resale Price Certificate, and a non-financial mortgage to be recorded at closing information.

THE STABLES AT BASHAW FARM – MARKETING PLAN

AFFIRMATIVE FAIR HOUSING MARKETING ACKNOWLEDGEMENT

The undersigned Developer, The Stables at Bashaw Farm LLC, and Representative/Lottery Agent, Kristen Costa of L.A. Associates, Inc., state the following:

We have reviewed this plan and agree to implement this AFHMP, which shall be made effective as of the approval date. Further, by signing this form, we agree to review and update the AFHMP as necessary in order to comply with all applicable statutes, regulations, executive orders and other binding DHCD requirements pertaining to affirmative fair housing marketing and resident selection plans reasonably related to such statutes, regulations, executive orders, as same may be amended from time to time. We hereby certify that all the information stated herein, as well as any information provided herewith, is true and accurate.

The Stables at Bashaw Farm LLC
(Developer)



By: David T. Daly, Manager, The Daly Group LLC

L.A. Associates, Inc.
(Representative/Lottery Agent)



By: Kristen Costa, President

THE STABLES AT BASHAW FARM – MARKETING PLAN

LOTTERY INFORMATION & APPLICATION



The Stables at Bashaw Farm, Newburyport, MA

This packet contains specific information for the lottery for the deed restricted homeownership unit off Colby Farm Lane, Newburyport, MA, including eligibility requirements, the selection process, and lottery application. We invite you to read this information and submit an application.

The affordable unit will be sold to qualifying applicants with incomes at or below 80% percent of the area median income. The price is in accordance with the DHCD calculator using current parameters including \$12.64 FY 2021 tax rate, insurance of \$4/000 and condo fee of \$150/mo. **The sale price is \$336,700.**

APPLICATIONS

Applications will be available via email or USPS mail from, **and must be returned to:**

Lottery Agent: Kristen Costa, L.A. Associates, Inc., 11 Middlesex Ave., Suite 5, Wilmington, MA 01887
(978) 758-0197 kriscosta@laassoc.com

Applications can also be downloaded at the following websites:

L.A. Associates: www.laassoc.com

The state affordable housing: www.massaccesshousingregistry.org

Newburyport Public Library: www.newburyportpl.org

Newburyport Affordable Housing Trust: www.cityofnewburyport.com/affordable-housing-trust

The Affirmative Fair Housing Marketing Plan will be posted on the Affordable Housing Trust website.

Application deadline is _____.

INFORMATION SESSION

A public information workshop will take place on _____ at 6 pm online via Zoom platform. Following are the details for meeting access:

Meeting ID: _____ Passcode: _____

LOTTERY

Applicants will be notified in writing that their application has been received and they are eligible for the lottery. Eligible applicants will be assigned a registration number for the lottery.

The lottery will take place on _____ at 6 pm online via Zoom platform. Following are the details for meeting access:

Meeting ID: _____ Passcode: _____

THE STABLES AT BASHAW FARM – MARKETING PLAN

PROJECT DESCRIPTION

The Stables at Bashaw Farm is an Open Space Residential Development consisting of 8 single-family 3-bedroom homeownership dwellings. There will be 6 detached units and one duplex structure consisting of 2 attached units. The site is made up of two parcels totaling approximately 1.3 acres off Colby Farm Road. The development will include the construction of a private road to be maintained by a homeowner's association until and unless accepted by the City of Newburyport.

In accordance with the Newburyport Zoning Ordinance, this project provides one affordable housing unit. This unit will be one of the duplex units and have 3-bedrooms and approximately 1,632 s.f. of living area. **It will be similar to the market rate units outside, however may differ inside with regard to rooms, bathrooms, finishes, etc.** Utilities include forced hot air heat (no central air), town water and sewer. Appliances include a stove, refrigerator, microwave and laundry hookup. The designated unit is **Unit B**.

LOTTERY DESCRIPTION

1. The applications for this housing opportunity will be available on-line, in hardcopy at Newburyport City Hall and Newburyport Public Library, having evening hours and ADA access, and sent to anyone interested in the lottery. Notice of the lottery will be advertised and communicated widely through local, regional and state channels.
2. Applications received will be checked for completion of all required components. An application will be considered complete when all required items on the checklist have been provided. Applicants are encouraged to complete the checklist as an aide to the process.
3. **Unit occupancy shall not exceed the State Sanitary Code.** The applicant's household size will be determined from the application, and required number of bedrooms as indicated on the application. The top ranked household needing at least the number of bedrooms in the home will be offered the opportunity to purchase the unit. First preference shall be given to households requiring the total number of bedrooms in the unit based on the following criteria:
 - There is at least one occupant and no more than two occupants per bedroom.
 - A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom.
 - Other household members may share but shall not be required to share a bedroom.
4. The applicant's income will be verified and compared to the income limits as published by HUD for the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area. The applicant household income is required to be at or less than the applicable Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area Median Income (AMI) as published by HUD for total Gross Annual Household Income. Gross Annual Household Income includes all wages prior to any deductions from all adult household members. The following 2021 household income limits will be used: **1P \$70,750, 2P \$80,850, 3P \$90,950, 4P \$101,050, 5P \$109,150**
5. Household assets shall not exceed \$75,000. Assets include but are not limited to all cash, cash in savings accounts, checking accounts, certificates of deposit, bonds, stocks, cash value of retirement accounts, value of real estate holdings and other capital investments. Include the value of the asset, with a deduction for the reasonable cost of selling the asset. The value of necessary personal property (furniture, vehicles) is excluded from asset values. If a potential purchaser divests him/herself of an asset for less than full and

THE STABLES AT BASHAW FARM – MARKETING PLAN

fair cash value of the asset within two years prior to application, the full and fair cash value of the asset shall be included for purposes of calculating eligibility. Assets also include accounts where a penalty is charged for withdrawal.

6. Eligible applicants must be first-time homebuyers. All qualified applicants shall not have owned a home within 3 years, including in trust, preceding the application, with the exception of:
 - a. displaced homemakers, where the displaced homemaker (an adult who has not worked full-time, full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family), while a homemaker, owned a home with his or her partner or resided in a home owned by the partner;
 - b. single parents, where the individual owned a home with his or her partner or resided in a home owned by the partner and is a single parent (is unmarried or legally separated from a spouse and either has 1 or more children of whom the individual has custody or joint custody, or is pregnant);
 - c. households where at least one household member is 55 or over;
 - d. households that owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations; and
 - e. households that owned a property that was not in compliance with State, local or model building codes and that cannot be brought into compliance for less than the cost of constructing a permanent structure.
7. Persons must submit all the necessary information by the application deadline. **If sending electronically, redact (black-out) all social security numbers and account numbers.** Late applications (applications mailed and/or received after the above date) and applications that are incomplete will not be accepted.
8. All applicants will be screened for eligibility. Applicants who have been deemed ineligible will be notified in writing of the decision and given time to contact the Lottery Agent in writing to disagree with the determination.
9. Once the Lottery Agent has verified the information in the application and confirmed eligibility, applicants will be given lottery tickets and told the date, time and place of the lottery.
10. At the lottery, the lottery tickets will be pulled by an independent third party and witnessed by representatives of the Town in a public setting. The lottery tickets will be assigned a number in the sequence in which they are drawn and recorded in the order of selection on the Lottery Drawing List. The list will be posted and all applicants will be informed of their ranking. Applicants are encouraged, but not required, to attend.
11. The Lottery Agent will maintain the Lottery Drawing List until the unit is closed. In the event that any of the winners are unable to obtain financing, withdraw for any other reason, or do not comply with guidelines, the next qualified applicant will be offered the unit.
12. The Purchase and Sale Agreement will be completed as the unit is constructed. Applicants will be required to recertify eligibility prior to executing the Purchase and Sale. Applicants will be required to deposit a minimum \$1,000.00 at time of Purchase and Sale, which is applied to the overall cost.

THE STABLES AT BASHAW FARM – MARKETING PLAN

13. The State programs and bank products have specific closing and financing requirements. Current mortgage requirements include:
- 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 MassHousing rate.
 - The loan can have no more than 2 points.
 - The buyer must provide a down payment of at least 3%; half of that must come from the buyer's funds.
 - The buyer may not pay more than 38% of their monthly income for housing costs.
 - No family loans or FHA mortgages can be accepted.
 - Non-household members shall not be permitted as co-signers of the mortgage.

IMPORTANT: The City of Newburyport provides down payment assistance to qualifying applicants. Application and information can be found at:

<https://www.cityofnewburyport.com/affordable-housing-trust/pages/down-payment-assistance-program>

14. The Fair Housing Act prohibits discrimination in housing based on race, color, national origin, disability, age, ancestry, children, familial status, genetic information, marital status, public assistance reciprocity, religion, sex, sexual orientation, gender identity, or any other basis prohibited by law. An applicant who believes that they have been discriminated against in the buyer selection and sales process may contact: the Massachusetts Commission Against Discrimination (617) 994-6000; and/or the United States Department of Housing and Urban Development (617) 994-8300.
15. Applicants with disabilities may request modifications to the unit or accommodations to our rules, policies, practices or services if necessary to afford an equal opportunity for housing.
16. For applicants with Limited English Proficiency, a translation service will be provided at no cost.
17. See attached Homebuyer Disclosure Statement for restrictions and procedures regarding refinancing, capital improvements, resale and foreclosure.

THE STABLES AT BASHAW FARM – MARKETING PLAN

AFFORDABLE HOUSING APPLICATION

Must Be Completed and Returned by: _____

Applicant Legal Name _____ Phone Number _____ E-mail _____

Address _____ City _____ State/Zip _____

I learned of this lottery from (check all that applies):

Website: _____ Letter: _____

Advertisement: _____ Other: _____

THIS APPLICATION IS NOT COMPLETE IF NOT SUBMITTED WITH:

- _____ Completed application signed by all individuals over the age of 18.
- _____ Copy of most current 3 years **Federal tax returns** as filed including 1099's, W-2's and schedules, for every current or future person living in the household over 18. (Do not include state returns.)
- _____ Copy of 5 most recent pay stubs for all employed household members over 18. Self-employed individuals provide most recent profit and loss statement.
- _____ Copy of last consecutive 3 months statements and documents from all other sources of income of all members listed on the application, on organization letterhead.
- _____ Copy of last consecutive 3 months statements of all assets showing current value including all bank accounts, investment accounts, retirement accounts, etc. on organization letterhead.
- _____ Mortgage pre-approval and proof of adequate assets to cover down payment and closing costs. Note that this project is not approved for FHA loans.
- _____ Documentation regarding current or past interest in real estate, if applicable.
- _____ No Income Statement, signed and notarized, for any household member over 18 with no source of income, if applicable.
- _____ Copy of school registration for any household member that's a full time student over 18.
- _____ No Child Support Statement, signed and notarized, if applicable, containing the language "Under penalties of Perjury".

THE STABLES AT BASHAW FARM – MARKETING PLAN

Household Information:

List all members of your household including yourself. Number of Bedrooms Needed: _____

	Names of all Persons to Reside in Dwelling (First Name, Middle Initial, Last Name)	Relation to Head	Age	Date of Birth
1				
2				
3				
4				
5				

Property:

Do you own or have an interest in any real estate, land and/or mobile home? Yes () No ()

Address: _____ Value: _____ [Provide current assessment information]

Do you currently own or have you sold real estate or other property in the past three years? Yes () No ()
If yes, attach settlement statement or current tax bill.

When: _____ Address: _____

Income:

List all income of all members over the age of 18 listed on application to reside in the unit, such as wages, child support, Social Security benefits, all types of pensions, employment, Unemployment Compensation, Workman's Compensation, alimony, disability or death benefits and any other form of income; including rental income from property. Adults with no income are required to submit a notarized statement. If additional space is needed, please attach another sheet.

#	Source of Income	Address/Phone# of Source	Amount per Year
1			
2			
3			
4			
TOTAL			

THE STABLES AT BASHAW FARM – MARKETING PLAN

Assets:

List all checking, savings accounts, CD's, stocks, bonds, retirement accounts, savings bonds and any other investments below. If additional space is needed, please attach another sheet. Household assets do not include necessary personal property.

#	Type of Asset	Bank/Credit Union Name	Account No	Value, Balance
1	Checking account			
2	Savings account			
3	Retirement account			
4	Other: _____			
5	Other: _____			
6	Other: _____			
		TOTAL		

THE STABLES AT BASHAW FARM – MARKETING PLAN

APPLICANT(S) CERTIFICATION

I/We certify that our household size is _____ person(s), as documented herein.

I/We certify that our total household income equals \$ _____, as documented herein.

I/We certify that our household has assets totaling \$ _____, as documented herein.

I/We certify that the information in this application and in support of this application is true and correct to the best of my/our knowledge and belief under full penalty of perjury. I/We understand that false or incomplete information may result in disqualification from further consideration.

I/We certify that I am/we are not related to the Developer of The Stables at Bashaw Farm, or any party of this project.

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

I/We understand the provisions regarding resale restrictions and agree to the restrictions. You must notify DHCD when you wish to sell. The unit can't be refinanced without prior approval of DHCD, no capital improvements can be made without DHCD pre-approval; the unit must be the owner's primary residence; the resale price is calculated according to the Deed Rider; and an increase in equity is very minimal to ensure affordability over time; the Deed Rider remains in effect in perpetuity. All prospective buyers are advised to review the Deed Rider with their own attorney to fully understand its provisions.

I/We have been advised that a copy of the DHCD Universal Deed Rider is available with the Lottery Agent and on the DHCD website.

I/We understand that if I/we are selected to purchase a home, I/we must continue to meet all eligibility requirements of the Lottery Agent and any participating lender(s) until the completion of such purchase. I/We understand that I/we must be qualified and eligible under any and all applicable laws, regulations, guidelines, and any other rules and requirements. I/We understand that the Lottery Agent makes no representation on the availability of the unit.

My/our signature(s) below gives consent to the Lottery Agent or its designee to verify information provided in this application. I/we agree to provide additional information upon request to verify the accuracy of all statements in this application. No application will be considered complete unless signed and dated.

Applicant Signature

Date

Co-Applicant Signature

Date

THE STABLES AT BASHAW FARM – MARKETING PLAN

THIS IS APPLICATION IS ONLY FOR THIS SPECIFIC DEVELOPMENT.
KEEP THIS DOCUMENT ACCESSIBLE
IT CONTAINS VALUABLE CONTACT INFORMATION

LOCAL INITIATIVE PROGRAM (LIP) HOMEBUYER DISCLOSURE STATEMENT

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

PLEASE REMEMBER:

- You must occupy this home as your primary residence;
- You must obtain consent from the Department of Housing and Community Development (DHCD) and the Municipality [and _____ (if another monitoring agent is listed)] (together they are referred to as the "Monitoring Agents" in this Homebuyer Disclosure Statement) before renting, refinancing or granting any other mortgage, or making any capital improvements to your LIP home;
- You must give written notice to the Monitoring Agents when you decide to sell your property; and
- Your LIP property may not be transferred into a trust.

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

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

Primary Residence

You must occupy your LIP property as your primary residence.

Renting, Refinancing and Capital Improvements

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

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

THE STABLES AT BASHAW FARM – MARKETING PLAN

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

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

Resale Requirements

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

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

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

The Maximum Resale Price can never be more than the amount which is affordable to an Eligible Purchaser earning 70% of the area median income, as determined by a formula set forth in the LIP Deed Rider. The sales price will also never be less than the purchase price you paid, unless you agree to accept a lower price.

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

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

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

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

THE STABLES AT BASHAW FARM – MARKETING PLAN

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

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

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

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

Foreclosure

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

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

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

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

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

THE STABLES AT BASHAW FARM – MARKETING PLAN

Violation of Restriction Requirements

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

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

Acknowledgements

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

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

Dated _____, 2021

Homebuyer

Witness

Homebuyer

Witness

**Local Initiative Program (LIP)
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
617-573-1100**

**AFFORDABLE HOMEOWNERSHIP OPPORTUNITY
THE STABLES AT BASHAW FARM
Colby Farm Rd., Newburyport, MA**

New Construction - (1) 3BR Unit Sale Price \$336,700

Available to Eligible First-Time Homebuyers (exceptions apply)

Maximum Household Income: 1 person \$70,750
2 person \$80,850
3 person \$90,950
4 person \$101,050
5 person \$109,150

Maximum Household Assets: \$75,000 (other restrictions apply)

Public Information Workshop via Zoom

Wednesday, _____ @ 6 pm

Meeting ID: _____ Passcode: _____

Application deadline: _____

Affordable Housing Lottery via Zoom

Wednesday, _____ @6 pm

Meeting ID: _____ Passcode: _____

People from all communities, including minorities and people with disabilities, are encouraged to apply.

Applications Available From and Must Be Returned To:

By mail or email: Kristen Costa, L.A. Associates (978) 758-0197 kriscosta@laassoc.com

Applications Also Available At:

Newburyport Public Library Patio Pick-up (978) 465-4428

Download at: www.laassoc.com or www.massaccesshousingregistry.org

The developer does not discriminate based on race, color, national origin, disability, age, ancestry, children, familial status, genetic information, marital status, public assistance reciprocity, religion, sex, sexual orientation, gender identity, or any other basis prohibited by law.



Applicants with disabilities may request modifications to the unit or accommodations to our rules, policies, practices or services if necessary to afford an equal opportunity for housing. For applicants with Limited English Proficiency, the owner will provide a translation service at no charge.



NEWBURYPORT AFFORDABLE LOTTERY

One 3-Bedroom Unit \$336,700

The Stables at Bashaw Farm, Colby Farm Ln.

Max assets \$75,000. Max household income:

1P \$70,750, 2P \$80,850, 3P \$90,950, 4P \$101,050,

5P \$109,150, 6P \$117,250, 7P \$125,350, 8P \$133,400

Public Info Zoom Mtg 6 pm: _____ ID _____, Passcode : _____

Lottery _____, Zoom 6 pm: _____ ID _____, Passcode : _____

Apps Kristen Costa (978) 758-0197, kriscosta@laassoc.com,

www.laassoc.com, Newburyport Library patio pickup. Deadline _____,

