



INFORMATION & APPLICATION

This packet contains specific lottery information for the deed restricted units at Southwood Commons, located off South St. in Berlin MA. Included are eligibility requirements, the selection process, and lottery application. These are single-family, detached homes offered at **\$228,500** for the 2-bedroom unit, and **\$256,500** for the two 3-bedroom units.

Key milestones:

- Application Period Opens: June 7, 2022
- Information Session: July 13, 2022
- Application Deadline: August 8, 2022
- Lottery Date: August 17, 2022

APPLICATIONS

Applications will be available via email or USPS mail from, and must be returned to the Lottery Agent:
Kristen Costa, L.A. Associates, Inc., 11 Middlesex Ave., Suite 5, Wilmington, MA 01887
Phone (978) 758-0197, fax (978) 658-7333 email: kriscosta@laassoc.com

Applications will also be available at Berlin Town Hall, 23 Linden St., and the Library at 23 Carter St.

Applications can also be downloaded at the following websites:

L.A. Associates, Inc.: www.laassoc.com

The state affordable housing: www.massaccesshousingregistry.org

Application deadline: August 8, 2022

INFORMATION SESSION

A public information meeting will take place remotely via Zoom. Following are the details for meeting access:
Date: July 13, 2022 @ 6:00 pm via Zoom
Meeting ID: 874 9713 6227; Passcode: 974902

LOTTERY

The lottery will take place remotely via Zoom. Following are the details for meeting access:

Date: August 17, 2022 @ 6:00 pm via Zoom

Meeting access: ID: 894 2401 1725; Passcode: 872428

SOUTHWOOD COMMONS, BERLIN – MARKETING PLAN

PROJECT DESCRIPTION

Southwood Commons is a proposed single-family residential development located on approximately 6 acres of land off South St. in Berlin, MA. The project includes 12, two and three bedroom single-family detached homes; 3 of which will be affordable. Each house will have its own private septic system and well. The roadway will be private and managed by a homeowner's association. Exterior building materials will include vinyl siding, PVC trim, Low-E windows, and asphalt roofing. **Affordable units will be indistinguishable from market rate units as viewed from the exterior. Interior building specifications including rooms, bathrooms, utilities, finishes, etc. may differ.**

Lot 1A (3BR unit), Lot 6A (2BR unit) and Lot 12A (3BR unit) are designated as affordable and will include approximately 1,700 square feet of living area. The homeowner's association (HOA) fee for the affordable units is \$69/mo.

All units are sold under the MassHousing New England Fund and Housing Starts Program, and in accordance with DHCD LIP Guidelines, initial purchase prices were established so that a household earning 70% of the Eastern Worcester County, MA HUD Metro FMR Area Median Income (AMI) would not spend more than 30% of its gross income for housing costs. These properties are sold below the market prices with deed restrictions. These restrictions maintain the affordability of the property in perpetuity using resale price limitations.

LOTTERY DESCRIPTION

1. The applications for this housing opportunity will be generally available, including on-line, in hardcopy at Berlin Town Hall and Library, or 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.
3. For all units, the applicant's household size will be determined from the application, and required number of bedrooms as indicated on the application. Priority shall be given to households requiring at least the total number of bedrooms in the unit. There may be no more than two occupants per bedroom, resulting in a maximum of four persons for the 2-bedroom units and six persons for the 3-bedroom units.
4. The applicant's income will be verified and compared to the income limits as published by HUD. Income includes all income prior to any deductions from all adult household members. The following 2022 limits will be used:
1-person \$62,600, 2-person \$71,550, 3-person \$80,500
4-person \$89,400, 5-person \$96,600, 6-person \$103,750
5. 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, 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 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.

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6. Eligible applicants must be first-time homebuyers and shall not have owned a home within 3 years 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. No faxed applications will be accepted. 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 contained in the application and confirmed eligibility, applicants will be given lottery numbers and told the date, time and place of the lottery.
10. All lottery participants are subject to final approval by the monitoring agent. Qualification for the lottery is not an assurance that those buyers awarded units will ultimately purchase.
11. Units are awarded based on bedroom size. The top ranked household needing at least the number of bedrooms in the home will be offered the opportunity to purchase the specific 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.
12. At the lottery, the lottery numbers will be pulled by an independent third party and witnessed by representatives of the Town in a public setting. The lottery numbers 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 of numbers drawn will be posted and all applicants will be informed of their ranking. Applicants are encouraged, but not required, to attend.
13. The lottery coordinator shall maintain the Lottery Drawing List until all units are closed. In the event that any of the applicants are unable to obtain financing, withdraw for any other reason, or do not comply with guidelines, the next qualified applicant will be offered that particular unit.
14. The Purchase and Sale Agreement will be completed as the units are constructed. Applicants will be required to recertify eligibility prior to executing the Purchase and Sale. Applicants will be required to deposit \$1,000.00 at time of Purchase and Sale, which is applied to the overall cost.

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15. 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 minimum down payment of 3%; half 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.
16. **Documents required to determine that a household is income eligible shall be updated to be current within 60 days of the closing date in accordance with LIP Guidelines (VI-5.a(2)).**
17. The Fair Housing Act prohibits discrimination in housing because of Race or color, National origin, Religion, Sex, Familial status. 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.
18. Disabled persons are entitled to request reasonable accommodation of rules, policies, or services, or reasonable modification of housing.

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AFFORDABLE HOUSING APPLICATION

Must Be Completed and Returned By: **August 8, 2022**

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 3 most recent years FEDERAL tax returns, as filed, with 1099's and W-2's for every current or future person living in the household over the age of 18.
- _____ Copy of 5 most recent pay stubs for all salaried employed household members over 18. Six months of income for hourly and seasonal workers.
- _____ Copy of last consecutive three months statements and documents from all other sources of income of all members listed on the application, on organization letterhead.
- _____ Copy of last consecutive three months statements of all assets showing current value including all bank accounts, investment accounts, retirement accounts, 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.
- _____ Copy of minority self-declaration, if applicable.
- _____ Submit "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 full time student for any household member over 18.
- _____ No Child Support Statement, signed and notarized, if applicable, containing the language "Under Penalties of Perjury".

THIS IS APPLICATION IS ONLY FOR THIS SPECIFIC DEVELOPMENT

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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: _____ Current Value: _____

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:

Household limits: **1-person \$62,600, 2-person \$71,550, 3-person \$80,500**
 4-person \$89,400, 5-person \$96,600, 6-person \$103,750

List all income of all members over the age of 18 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.

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			

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3			
4			
5			
TOTAL			

ASSETS:

Household asset limit: \$75,000.

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				

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APPLICANT(S) CERTIFICATION

I/We certify that our household size is _____ persons, as documented herein.

I/We certify that I/we are first-time homebuyers as defined in the application package.

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 Southwood Commons, 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 restriction. You must notify the Monitoring Agent when you wish to sell. The unit can't be refinanced without prior approval of the Monitoring Agent, no capital improvements can be made without the Monitoring Agent's 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 Universal Deed Rider is available with the Lottery Agent.

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.

Your signature(s) below gives consent to the Lottery Agent or its designee to verify information provided in this application. The applicant agrees to provide additional information on request to verify the accuracy of all statements in this application. No application will be considered complete unless signed and dated by the Applicant/Co-Applicant.

Applicant Signature

Date

Co-Applicant Signature

Date

HOMEBUYER DISCLOSURE STATEMENT
For Projects in Which
Affordability Restrictions Survive Foreclosure

You (the Homebuyer) have expressed an interest in, or are about to purchase, a home located at _____, Berlin, Massachusetts (the “Municipality”) at less than the home’s fair market value. The home was constructed under a state subsidy program that requires that this home be sold to a purchaser who meets certain income, asset and, in some cases, age limitations (an “Eligible Purchaser”)

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. As the Owner of a 40B unit, you should be aware that there are three (3) legal documents that have been recorded on your property to ensure that your unit remains affordable in perpetuity. They are;

1. The 40B **Regulatory Agreement**.
2. The **Affordable Housing Restriction** (also known as the deed rider).
3. The **40B Affordable Housing Restriction Mortgage**, in which MassHousing is Mortgagee.
 - It is important to recognize the **MassHousing Mortgage does not mean that you have a loan with or owe money to MassHousing**. Rather, This Mortgage reinforces the terms of the Affordability Restrictions and was instituted as a deliberate mechanism to alert financial institutions of the unit’s value under the 40 B program.

The documents, collectively, authorize your Monitoring Agent and MassHousing to enforce the 40B Affordability Requirements and ensure that annual compliance is carried out.

These restrictions are described in detail in an Affordable Housing Restriction that will be attached to the deed to your home (the “Restriction”). Also known as (the “Deed Rider”

This Homebuyer Disclosure Statement summarizes the restrictions and requirements imposed by the Restriction. **YOU SHOULD READ THE RESTRICTION IN ITS ENTIRETY BECAUSE IT IMPOSES LEGAL REQUIREMENTS.**

I. Principal Residence – Owner Occupied

You must occupy and use the home you purchase exclusively as your primary residence during the period the home is owned by you.

II. Required Consents from the Monitoring Agent

You must obtain the prior written consent of LDS Consulting Group, LLC (the “Monitoring Agent”) before you do any of the following:

- a. Lease or rent the home; your Monitoring Agent may grant permission to rent your unit on a temporary basis and not to exceed one (1) year. Contact your Monitoring Agent regarding you 40B home.
- b. If you are considering refinancing your 40B home, your new first or second mortgage must meet the following guidelines:
 - Be a fully amortizing, fixed-rate mortgage with no prepayment penalty or balloon payment, HOME EQUITY LINES OF CREDIT (HELOCS) ARE NOT PERMITTED.

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- Have a current fair market interest rate, no more than 2% above the currently prevailing rate.
- Have a loan amount no greater than 97% of your current Maximum Resale Price. For a second mortgage, the combining amounts of all mortgages may not exceed 97% of the Maximum Resale.

Contact your Monitoring Agent. They must review and approve your request before you may **close on a new loan**.

c. Making Improvements to Your 40B home. Capital Improvements must be “necessary maintenance improvements, not covered by a condominium or homeowner’s association that if not done would compromise the structural integrity of the property. In other words, only necessary maintenance improvements qualify for future sole price consideration.

QUALIFY AS CAPITAL IMPROVEMENTS UNDER 40B	DO NOT QUALIFY AS CAPITAL IMPROVEMENT UNDER 40B
New Roof	Installation of central air conditioning
Replacements windows due to wear and tear	Outdoor decks
Replacement of siding due to damage, wear& tear	Additions
Exterior painting due to deterioration	Finishing of unfinished spaces
Heating or plumbing replacement	Garages
Structural deficiencies such as termite or other pest damage, water damage, or other maintenance as required.	Landscaping
Septic tank replacement	Upgraded flooring (e.g. from carpet to hardwood
Appliance Replacement (stove, dishwasher, refrigerator)	Other items identified by the owner that could be considered upgrades or luxury improvements.
Other improvements identified by the owner and approved by the Monitoring Agent.	

If you are considering making improvements to your 40B home YOU MUST CONTACT YOUR MONITORING AGENT: LDS Consulting Group, LLC, 170 Worcester St., Suite 206, Wellesley, MA 02481, (781) 943-3969

If the Monitoring Agent consents to any lease, rental, refinancing, mortgage or other encumbrance, the Monitoring Agent will calculate the actual carrying costs for the home, and you will be required to pay to the Municipality any amount of the rents, profits or other proceeds relating to the approved event that exceeds the actual carrying costs. If you do not obtain any required consent from the Monitoring Agent, the Monitoring Agent or the Municipality can require you to pay to the Municipality all rents, profits or other proceeds from the event that required consent. You will also be responsible for any costs of collection of the Monitoring Agent and/or the Municipality, including attorney’s fees.

The Restriction may require that a resale fee be paid to the Monitoring Agent for its work required in connection with any resale of the home, as described below. Although not stated in the Restriction, the Monitoring Agent may assess a reasonable fee for reviewing any request for its consent. Currently, this fee will not exceed \$75 per request. The Monitoring Agent will notify you in writing if the review fee increases.

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III. Resale Requirements

When you sell your home, you are also required to give written notice to the Monitoring Agent and the MassHousing of your desire to sell so that they may locate an Eligible Purchaser for the home.

The allowed sale price is defined as the “Maximum Resale Price” in the Affordable Housing 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 Affordable home to the time of the resale plus:

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

The Maximum Resale Price will never be more than the amount for which an Eligible Purchaser earning 70% of the area median income, as defined by a formula set forth in the Affordable Housing Deed Rider and the sale price will also never be less than the purchase price you paid, unless you agree to accept a lower price.

The Monitoring Agent will 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 the Monitoring Agent, MassHousing, the Municipality or a designee. This time period can be extended as provided in the Affordable Housing 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 Agent and MassHousing during the resale period. If an Eligible Purchaser fails to purchase the home and the Monitoring Agent, MassHousing or their designee fails to purchase the home, you may sell the home to a purchaser who does not qualify as an Eligible Purchaser (in the 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 Affordable Housing Deed Rider and
- (iv) if there are more than one interested ineligible purchasers, preference will be given to any purchaser identified by the Monitoring Agent as an appropriately sized household whose income is more than 80% but less than 120% of the area median income.

Any sale by you to an Eligible Purchaser, or to an ineligible purchaser (as described in the Affordable Housing Deed Rider), is subject to the normal and customary terms for the sale of the property which are set forth in the Affordable Housing 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 your affordable home, or that you will receive the Maximum Resale Price (or any other price) for your sale of the home.**

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

If you attempt to sell or transfer the home without complying with the Affordable Housing Deed Rider requirements, the Monitoring Agent and/or MassHousing may, among their other rights, void any contract for such sale or the sale itself.

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IV. Foreclosure

If the holder of a mortgage delivers notice that it intends to commence foreclosure proceedings, the Affordable Housing 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 to 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 Affordable Deed Rider, you are agreeing that you will cooperate in executing the deed and 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 Agent and MassHousing, the mortgage holder may conduct a foreclosure sale. The mortgage holder or an ineligible purchaser may purchase the home at the foreclosure sale. The mortgage holder or an ineligible purchaser may purchase the home at the foreclosure sale, subject to the Affordable Housing 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 Affordable Housing 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 home. In addition, the foreclosing lender retains the right to pursue a deficiency against you.

V. Violation of Restriction Requirements

If you violate any of the Restriction terms, you will be in default and the Monitoring Agent and Municipality may exercise the remedies set forth in the Restriction. If the Monitoring Agent and/or the Municipality brings an enforcement action against you and prevail, you will be responsible for all fees and expenses (including legal fees) for the Monitoring Agent and Municipality. The Monitoring Agent and Municipality can assert a lien against the home to secure your obligation to pay those fees and expenses.

VI. Special Rules for Ineligible Purchasers

If you are authorized to purchase the home but do not qualify as an Eligible Purchaser at the time of purchase, you do not need to occupy the home as your principal residence. However, you must obtain the consent of the Monitoring Agent to rent the home. The rules for rental by an ineligible purchaser are governed by MassHousing Housing Starts Program Guidelines. In general, you may rent only to a tenant who would qualify as an Eligible Purchaser at a rent level deemed affordable according to MassHousing rental standards. **You should contact the Monitoring Agent for further details prior to renting your home.**

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VII. 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 Restriction and understand the legal obligations that I undertake by signing that document.

You must contact your Monitoring Agent (Insert name, address and phone number) who will provide with detailed information regarding your responsibilities as outlined in the Affordable Housing Deed Rider. You may also wish to seek legal advice.

Dated _____, 20__.

Witness Homebuyer

Witness Homebuyer