**REQUIREMENTS FOR AN AFFORDABLE HOUSING AGREEMENT**

**ATTACHING TO PUBLIC HOUSING TRANSFERRED TO A NEW OWNERSHIP ENTITY:**

1. Definitions

**“Affordable Housing”** shall mean housing rented or offered for rent only to persons comprising Households of Low Income at the time of initial occupancy.

Without limiting the foregoing, units supported under any Section 8 Housing Assistance Payments Contract or any Massachusetts subsidy contract entered into by the Owner relative to any units in the Premises, or subject to restriction under Section 42 of the Internal Revenue Code shall constitute Affordable Housing.

 **“Affordable Units”** means any rental units in a development that are limited to occupancy by a Household of Low Income.

 **“DHCD”** means the Department of Housing and Community Developoment of the

Commonwealth of Massachusetts.

 **“Owner”** means all legal and equitable owners of the property, for so long as it holds title to the Premises, any subsequent owner by conveyance of title to the Premises, and any heir, successor or assign of any person holding an interest in the Premises.

 **“Household”** means all persons who reside or will reside together in a unit at the Premises.

 **“Low Income”** means household income not exceeding eighty percent (80%) of the Standard Metropolitan Statistical Area income for the Boston Area as determined by the United States Department of Labor, adjusted for family size and published by the United States Department of Housing and Urban Development under Section 8 of the Housing Act of 1937, or any successor act thereto (“Boston Area Income”).

 **“Rent”,** where capitalized, means all amounts received by the Owner for the tenant’s portion of the rent.

 **“Term”** shall mean that period during which the covenants and restrictions are legally enforceable against the Premises, which shall be in perpetuity.

1. Rents on Affordable Units. Tenants of the Affordable Units (“Tenants”) qualifying under the foregoing definition of Low Income shall pay no more than thirty percent (30%) of their adjusted income, established initially at the date of the Tenant’s initial occupancy, including utility payments, as rent, adjusted as may be permitted or required by a subsidy program which provides funds to maintain and operate the Premises as Affordable Housing, and if there is no such program, adjusted at least triannually.
2. Tenant Rights

Tenants and applicants shall continue to have the following rights in perpetuity regardless of the form of ownership entity:

* 1. Units to be operated as Affordable Units
	2. Lease and Grievance Rights
		1. The resident’s grievance rights pertaining to individual circumstances of the tenant shall include the right to notice of owner action sufficient to prepare a defense, good cause prior to termination of tenancy, the right to file a grievance, a fair hearing before persons not involved in the initial decision, the right to examination of all evidence and the right to present evidence, the right to bring an advocate or attorney to the hearing, and a written decision on the grievance specifying the facts and conclusions based on the evidence submitted at the hearing and (ii) good cause for eviction shall not include an eviction for any criminal conduct, by tenant or a household member or guest, where the tenant could not have foreseen the misconduct, or was unable to prevent it by any available means;
	3. Resident Participation Rights. Resident participation rights, including the right to form a local tenant organization, which rights shall be no less than what is provided for residents of state public housing;
	4. Public Records Access. Continuation of public records accessibility in accordance with M.G.L. c. 66, as it may be amended.
1. Sale or Transfer of Premises or Ownership Interest.

The Owner shall not sell, transfer, convey, rent (except for residential leases or occupancy agreements conforming to the occupancy requirements hereof), encumber as security for financing, or in any other way exchange all or any portion of the Premises  nor shall the Owner permit the sale, transfer or pledge of any direct or indirect interests in the Owner, without the express written permission of DHCD. Excepted from the above are involuntary transfers to secured lenders due to a default under the loan documents or a foreclosure, provided that required affordability provisions survive said transfers.

1. Compliance and Enforcement
	1. Third-Party Beneficiaries. The benefits of this Agreement shall inure to any past, present or future tenants or applicants of the property, who shall have the right to enforce same as third-party beneficiaries. Nothing in this provision is intended to create a separate or new administrative process of appeal or review for any grievance governed by the lease of any tenant.
2. Covenants to Run with the Land

All the agreements, covenants, rights and restrictions set forth in this Agreement are for **Public And Charitable** purposes, shall be interpreted in accordance with General Laws, Chapter 184, Sections 31-33, shall run with the land constituting the Premises for the purpose of maintaining the Premises as Affordable Housing throughout the Term of this Agreement, and shall be binding upon the Owner, its successors and assigns, for the benefit, and enforceable by the Covenant Holder and its successors and assigns, and/or third-party beneficiaries.

The Owner shall record this Agreement and shall include a reference to this Agreement in any and all deeds or other instruments conveying a non-leasehold interest in the Premises or any part thereof (although failure to do so shall not affect this Covenant).