

Middlesex South Registry of Deeds

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Recording Information

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Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

OMB Approval No. 2502-0577
Expiration Date: 06/30/2021

The debt evidenced by this Note may not be prepaid either in whole or in part for a period of five years from the date of final endorsement hereof except in cases where the prior written approval of the Secretary is obtained and such written approval is expressly based upon the existence of one of the following:

1. The Owner has entered into an agreement with the Secretary to utilize the property as a rental property for the remainder of the five year statutory period set out in the Mortgage Note;
2. The Secretary has determined that the conversion of the property to cooperative or condominium ownership is sponsored by a bona fide tenants' organization representing a majority of the households in the project;
3. The Secretary has determined that continuation of the property as rental housing is clearly unnecessary to assure adequate rental housing opportunity for low and moderate income people in the community; or
4. The Secretary has determined that continuation of the property as rental housing would have an undesirable and deleterious effect on the surrounding neighborhood.

D. The Owner has requested the prior written approval of the Secretary to prepay the Mortgage Note pursuant to the above quoted provision;

E. The Owner has agreed to maintain the Project as rental property until May 16, 2023, which is the requisite period of five years after the date of the Secretary's endorsement of the Mortgage Note for mortgage insurance under Section 207 pursuant to Section 223(f) of the National Housing Act;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which are expressly acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated by reference as if full set forth herein.

2. Approval of Prepayment. The execution and recording of this Agreement shall constitute the Secretary's approval of the prepayment of the Mortgage Note described above, provided that such prepayment is made in accordance with the terms of the Mortgage Note for a prepayment penalty, if applicable.

3. Term. This Agreement shall remain in effect until May 16, 2023, (such period being hereinafter referred to as the "Term").

4. Use Requirement. The Owner hereby agrees that the Project shall be used solely as rental housing with no reduction in the number of residential rental units.

5. Tenant Selection. Unless designed primarily for occupancy by elderly persons, Owners shall not, in selecting tenants, discriminate against any person or persons by reason of the fact that there are children in the family.

6. Civil Rights Requirements. The Owner shall comply with the provisions of any applicable federal, state or local law prohibiting discrimination in housing on the basis of race, color, religion, creed, sex, national origin, handicap or familial status, including but not limited to: Title VI of the Civil Rights Act of 1964 (Public Law 90-284, 82 Stat. 73), the Fair Housing Act of 1968, as amended (42 U.S.C. 3601 et. seq.; 24 C.F.R. 100 et. seq.) Executive Order 11063, and all requirements imposed by or pursuant to the regulations of HUD implementing these authorities, including, but not limited to, 24 CFR Parts 1, 100, 107, and 110, and Subparts I and M of Part 200.

7. Covenants to Run with Land. The Owner hereby subjects the Project to the covenants, reservations and restrictions set forth in this Agreement. The Owner hereby declares its express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land to the extent permitted by law and shall pass to and be binding upon the successors in title to the Property until May 16, 2023. Each and every contract, deed, mortgage or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument. The Secretary hereby agrees that upon the request of the Owner made on or after May 16, 2023, the Secretary shall execute a recordable instrument approved by the Secretary for purposes of releasing this Agreement of record. All costs and expenses relating to the preparation and recording of such release shall be paid by the Owner.

8. Superiority. The parties hereto understand and agree that, notwithstanding any provisions contained in this Agreement, or any other instrument or agreement affecting the Property, the restrictions and covenants hereunder are not intended by the parties hereto to either create a lien upon the Property, or grant any right of foreclosure, under the laws of the jurisdiction where the project is located, to any party hereto or third party beneficiary hereof upon a default of any provision herein, rather they are intended by the parties hereto to constitute a restrictive covenant that is filed of record prior in time to any instrument or agreement granting a security interest in the Project, and that, notwithstanding a foreclosure or transfer of title pursuant to any other instrument or agreement, the restrictive covenants and provisions hereunder shall remain in full force and effect.

The Pelham II Corporation, a Massachusetts nonprofit corporation

By: 
Robert Engler, its President

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Middlesex)

On this 12 day of March, 2021 before me, the undersigned notary public personally appeared Robert Engler, President of THE PELHAM II CORPORATION, a Massachusetts nonprofit corporation, proved to me through satisfactory evidence of identification, which was a driver's license/personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public



CONCETTINA TALARICO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 28, 2022

THE PELHAM II CORPORATION

By: 

Jeanne Strickland, Treasurer

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Middlesex)

On this 11th day of March, 2021, before me, the undersigned notary public personally appeared Jeanne Strickland, Treasurer of THE PELHAM II CORPORATION, a Massachusetts nonprofit corporation, proved to me through satisfactory evidence of identification, which was a driver's license/personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.


Notary Public



CONCETTINA TALARICO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 28, 2022

Warning

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

Use Agreement

Beaver Terrace Apartments
 Framingham, MA
 FHA Project #023-11621

**THE UNITED STATES DEPARTMENT OF HOUSING
 AND URBAN DEVELOPMENT, ACTING BY OR
 THROUGH THE SECRETARY**

By: 
 Stacey L. Ashmore, Authorized Agent

STATE OF NEW JERSEY)
) ss.
 COUNTY OF BERGEN)

On this 19 day of March, 2021, in the County of Bergen, on this day personally appeared **Stacey L. Ashmore**, Authorized Agent for the **SECRETARY OF HOUSING AND URBAN DEVELOPMENT** and her successors acting by and through the Federal Housing Commissioner, proved to me through satisfactory evidence of identification, which was personally known to me, and did acknowledge that she is the person who executed the foregoing instrument and acknowledged the same to be her free and voluntary act and deed, as said Authorized Agent, before me, the undersigned, a Notary Public in and for the State of New Jersey.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal.


 Notary Public

LEILAN S. ROBINSON
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires June 8, 2025
 ID # 50017208

Warning

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

NOTICE: THIS DOCUMENT MUST HAVE A LEGAL DESCRIPTION ATTACHED AND BOTH THIS DOCUMENT AND THE SECTION 50 ADDENDUM MUST BE EXECUTED WITH ALL FORMALITIES REQUIRED FOR RECORDING A DEED TO REAL ESTATE (i.e., NOTARY/ACKNOWLEDGEMENT, SEAL, WITNESS OR OTHER APPROPRIATE FORMALITIES).

EXHIBIT A

A certain parcel of land on the easterly side of Second Street in Framingham, Middlesex County, Massachusetts, shown on a plan recorded with Middlesex South District Registry of Deeds as Plan No. 794 of 1965, Book 10857, Page 397, entitled "Plan of Land in Framingham, Mass. owned by: Anne Snyder, Scale 1" = 40', April 28, 1965, survey by MacCarthy Engineering Service, Inc., Natick, Mass., Nashoba Survey Co., Inc., Marlborough, Mass.", and bounded and described, according to said plan, as follows:

Beginning at a point on the easterly side of Second Street at land of Lena Tiramani & Paul Belbusti and thence running by the last mentioned land.

South 26° 19' 00" East, 717.26 feet; thence running by land of the Framingham Housing Authority

South 18° 45' 39" West, 145.21 feet

South 29° 56' 13" West, 228.92 feet

South 08° 50' 00" West, 48.03 feet

South 16° 50' 20" West, 105.00 feet and

South 13° 09' 40" East, 95.00 feet; thence running by said last mentioned land and land of Mary A. Belbusti

South 67° 05' 20" West, 495.39 feet; thence running by said last mentioned land, land of Harold W. and Muriel A. Fearebay and land of Edward W. & Phyllis M. Emerson

North 19° 33' 46" West, 304.09 feet; thence running by said last mentioned land

South 66° 26' 48" West, 112.67 feet; thence running by land of Sierra Realty Trust

North 30° 13' 30" East, 97.69 feet and

North 59° 46' 30" West, 140.00 feet to said easterly side of Second Street; and thence running by said Second Street

North 30° 13' 30" East, 417.17 feet and

North 30° 15' 42" East, 758.64 feet to the point and place of beginning.

Containing 665,325 square feet or 15.27± Acres of land, according to said plan.