

**[Required if the Restriction is recorded with a deed]**

**NOTICE OF AFFORDABLE HOUSING RESTRICTION**

Property: \_\_\_\_\_, MA,  
as more fully described in the Deed

Registry: \_\_\_\_\_ County Registry of Deeds [and/or Registry District of the Land Court]

Seller: \_\_\_\_\_

Purchaser/Owner: \_\_\_\_\_

Deed: Deed dated \_\_\_\_\_, 20\_\_ from the Seller to the Purchaser/Owner, recorded with the Registry in Book \_\_\_\_\_, Page \_\_\_\_\_ [and/or registered with the Registry as Document No. \_\_\_\_\_, noted on Certificate of Title No. \_\_\_\_\_]

Restriction: Affordable Housing Restriction dated \_\_\_\_\_, 20\_\_, recorded as a rider to the Deed identified above

By its terms, the Restriction described above is a restriction running with the land and an affordable housing restriction under Section 31 of Chapter 184 of the Massachusetts General Laws with the benefits of Section 32 thereof.

The Restriction limits the maximum allowed resale (or foreclosure) price for the Property. The Restriction also requires that for any conveyance, sale or transfer of the Property to be valid, (a) the Monitoring Agent identified in the Restriction must sign and record in the Registry a Compliance Certificate confirming that the conveyance, sale or transfer complies with the restrictions in the Restriction, including requirements relating to the selection of the purchaser and calculation of the maximum allowed resale (or foreclosure) price, and (b) the purchaser must sign and record with the deed conveying the Property to such purchaser a new affordable housing restriction, identical in form and substance to the Restriction.

Under the terms of the Restriction, no conveyance, sale or transfer of the Property will be valid unless (i) the total value of all payments and other consideration for the Property does not exceed the maximum allowed resale price, (ii) the Monitoring Agent signs and records a Compliance Certificate, and (ii) the purchaser signs and records with the purchaser deed a new affordable housing restriction, in the same form as the Restriction.

Date: \_\_\_\_\_, 20\_\_.

GRANTEE:

By: \_\_\_\_\_  
Name (Print):

By: \_\_\_\_\_  
Name (Print):

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

Then personally appeared the above-named \_\_\_\_\_ [, the \_\_\_\_\_ of \_\_\_\_\_], proved to me through satisfactory evidence of identification, which was [ ] a current driver's license, [ ] a current U.S. passport, [ ] my personal knowledge, to be the person whose name is signed on the preceding instrument, and acknowledged the foregoing instrument to be his/her free act and deed, in such capacity, before me

\_\_\_\_\_  
Notary Public  
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

Then personally appeared the above-named \_\_\_\_\_ [, the \_\_\_\_\_ of \_\_\_\_\_], proved to me through satisfactory evidence of identification, which was [ ] a current driver's license, [ ] a current U.S. passport, [ ] my personal knowledge, to be the person whose name is signed on the preceding instrument, and acknowledged the foregoing instrument to be his/her free act and deed, in such capacity, before me

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