

# 18 BEAL'S COVE RD. UNIT K HINGHAM, MA



## AFFORDABLE HOUSING MARKETING & LOTTERY PLAN



# LOTTERY INFORMATION & APPLICATION

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### INFORMATION & APPLICATION

#### 18 Beal's Court Unit K, Hingham, MA

*This packet contains specific information for the lottery for one deed restricted homeownership unit including eligibility requirements, the selection process, and lottery application. We invite you to read this information and submit an application.*

The Hingham Affordable Housing Trust Fund acquired 18K Beal's Cove Road in December 2023 with Community Preservation Funds. This 2-bedroom unit is part of Beal's Cove Village Condominium, which was constructed in 1989 and consists of 198 units.

The previous owner unit updated the unit with new vinyl flooring in the main living areas and paint throughout. The Trust made updates to the kitchen flooring, countertops, backsplash, lighting, and appliances. Updates were also made to the bathroom plumbing, ventilation, vanity, and medicine cabinet. For safety purposes, repairs were made to the deck and railings, and metal bi-fold doors were replaced with wooden doors.

The Trust's commitment to an energy efficient home is demonstrated in their design decisions. The refrigerator and dishwasher were replaced with Energy Star appliances, and ceiling lights were replaced with LED fixtures. Additionally, windows were repaired and the sliding door was replaced.

**The sale price for this unit is \$229,300; the condo fee is \$639/mo.; Hingham FY 2024 tax rate is \$10.85/000.**

Marketing and outreach efforts shall be in compliance with Fair Housing requirements and in accordance with the Affirmative Fair Housing Marketing Plan (Including Resident Selection) guidelines as published by EOHLC as of December, 2014. The Lottery Agent, the Hingham Affordable Housing Trust 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.

### 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, fax (978) 658-7333 [kriscosta@laassoc.com](mailto:kriscosta@laassoc.com)

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Applications can also be downloaded at the following websites:

L.A. Associates: [www.laassoc.com](http://www.laassoc.com)

The state's affordable housing website My Mass Home: [www.mymasshome.org](http://www.mymasshome.org)

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 to ensure privacy.

## IMPORTANT DATES & MEETING ACCESS

The Information Meeting and the Lottery will be held via Zoom. Following are the details for each:

Information Zoom Meeting: Wednesday, **July 10, 2024** at 6 pm:

Meeting ID: 847 4368 6971      Passcode: 232895      Call in: (646) 931-3860

**OPEN HOUSE, TUESDAY, JULY 16, 2024 FROM 5:00 PM TO 7:00 PM.**

Lottery via Zoom: Tuesday, **August 13, 2024** at 6 pm:

Meeting ID: 864 4483 5794      Passcode: 635311      Call in: (646) 931-3860

The application deadline is 5:00 pm on **August 6, 2024**.

## LOTTERY DESCRIPTION

1. The applications for this housing opportunity will be available on-line, in hardcopy at Hingham Town Hall and 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 unit 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 **80%** of the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area Median Income (AMI) as published

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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 2024 household income limits will be used:

**1-person \$91,200, 2-person \$104,200, 3-person \$117,250**  
**4-person \$130,250, 5-person \$140,700, 6-person \$151,100**

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 himself/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. 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. All applications must include a letter from a lending institution indicating the applicant is pre-approved for a mortgage loan. Affordable housing loans must adhere to the following mortgage requirements:
  - a. The loan must be a 30 year fixed interest rate.
  - b. The loan must have a current fair market interest rate, no more than 2 points above the current MassHousing rate.
  - c. The buyer must provide a minimum down payment of 3%; half must come from the buyer's funds.
  - d. The buyer may not pay more than 38% of their monthly income for housing costs.
  - e. No family loans or FHA mortgages can be accepted.
  - f. Non-household members shall not be permitted as co-signers of the mortgage.

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8. 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.
9. 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.
10. 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.
11. 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.
12. Applicants are notified of their eligibility and issued a ballot number to ensure privacy. The lottery will take place via Zoom. The ballots are randomly drawn and placed in ranking order. The list will then be adjusted for household size. The unit will be awarded to the first household. Applicants are notified of the results and the list is maintained until the unit closes. All records are retained for audit purposes. Attendance is not required.
13. 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.
14. Buyers will be required to sign a Purchase and Sale Agreement for their unit within **14 days** of the lottery. Buyers will be recertified for eligibility prior to executing the Purchase and Sale. Buyers will be required to deposit a minimum \$1,000.00 at time of Purchase and Sale, which is applied to the overall cost.
15. 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.
16. Applicants with disabilities may request modifications to a unit or accommodations to our rules, policies, practices or services if necessary to afford an equal opportunity for housing.
17. For applicants with Limited English Proficiency, a translation service will be provided at no cost.
18. See attached Homebuyer Disclosure Statement for restrictions and procedures regarding refinancing, capital improvements, resale and foreclosure.

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## AFFORDABLE HOUSING APPLICATION

Must Be Completed and Returned by: August 6, 2024

Name \_\_\_\_\_ Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_ Town \_\_\_\_\_ 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.
- \_\_\_\_\_ Mortgage pre-approval (**DO THIS FIRST!**) and proof of adequate assets to cover down payment and closing costs. No FHA or VA loans.
- \_\_\_\_\_ Copy of 3 prior year's **Federal** tax returns (**NO STATE RETURNS**) with 1099's, W-2's and schedules, for every current or future person living in the household over the age of 18.
- \_\_\_\_\_ Copy of 5 most recent pay stubs for employed household members over 18. If self-employed, submit a current 6 month Profit & Loss statement for the business.
- \_\_\_\_\_ Copy of 3 most recent statements and documents from all other sources of income, on organization letterhead, for all members listed on the application.
- \_\_\_\_\_ Copy of 3 most recent statements of all assets showing current value including all bank accounts, investment accounts, retirement accounts, etc., on organization letterhead, for all members listed on the application.
- \_\_\_\_\_ Copy of school registration for full time students over 18. For full-time students over 18 who are not heads of household, only \$480/yr. income is included.
- \_\_\_\_\_ No Child Support Statement, signed and notarized, if applicable, containing the language "Under Penalties of Perjury".
- \_\_\_\_\_ No Income Statement, signed and notarized, for any household member over 18 with no source of income, if applicable.
- \_\_\_\_\_ Documentation regarding current or past interest in real estate, if applicable.
- \_\_\_\_\_ Proof of Local Preference, if applicable.
- \_\_\_\_\_ Minority Self Declaration, if applicable.
- \_\_\_\_\_ Proof of pregnancy, if applicable.

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**Household Information:** List all members of your household including yourself.

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			
6			

**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:** Limits: 1-person \$91,200, 2-person \$104,200, 3-person \$117,250, 4-person \$130,250; 5-person \$140,700, 6-person \$151,100

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			
<b>TOTAL</b>			

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**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: _____			
		<b>TOTAL</b>		



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## 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 and/or Owner 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 EOHLC when you wish to sell. The unit can't be refinanced without prior approval of EOHLC; no capital improvements can be made without EOHLC 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 EOHLC Universal Deed Rider is available with the Lottery Agent and on the EOHLC website.

I/We understand that if I am/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

THIS APPLICATION IS ONLY FOR THIS SPECIFIC DEVELOPMENT.

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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 **18K Beal's Cove** in **Hingham**, 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 Executive Office of Housing and Livable Communities (EOHLC) 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
- 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 EOHLC 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.

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## 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 EOHLC 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 80% 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 EOHLC 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 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.

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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.

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## 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 \_\_\_\_\_, 2024

\_\_\_\_\_  
Homebuyer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Homebuyer

\_\_\_\_\_  
Witness

**Local Initiative Program (LIP)  
Executive Office of Housing and Livable Communities  
100 Cambridge Street, Suite 300  
Boston, MA 02114  
617-573-1100**