

AFFORDABLE HOUSING
****THERE WILL NOT BE A LOTTERY****
11 RENTAL UNITS

Lex Court
480 Wareham Street Middleboro, MA

Nine 1-bedroom units
RENT: \$1,800 Month plus utilities

Two 1-bedroom ADA compliant units
RENT: \$1,800/Month plus utilities

Income Limits:	Household Size	Maximum Income
	1	\$ 72,950
	2	\$ 83,400

For more information and/or to receive an application, please contact:

Middleborough Housing Authority (MHA), Agent
8 Benton Street, Middleboro, MA 02346

Call: 508.947.3824

Email: housing@middleboroaha.org

Download: <https://www.middleboroaha.org> under “Applications”

TTY phone number: 711 or 1.800.833.8134

Deliver applications:

By mail to: Middleborough Housing Authority 8 Benton St, Middleboro MA 02346

By email to: housing@middleboroaha.org

By Fax to: 508.947.6393

The Developer and the Lottery Agent do not discriminate on the basis of race, religion, color, national origin, disability, age, ancestry, children, familial status, genetic information, marital status, public assistance recipient, sex, sexual orientation, gender identity, veteran/military status, or any other basis prohibited by law. Limited English Proficiency (LEP): MHA encourages applicants with diverse backgrounds to apply. For those with Limited English Proficiency, MHA will utilize a Language Line Service which will provide translation services in a multitude of languages at no cost to the applicant.



This is an important document. Please contact Middleborough Housing Authority at 508.947.3824 for free language assistance.

Este documento es muy importante. Favor de comunicarse con el Justo en el Dinero en 508.947.3824 para ayuda gratis con el idioma. (Spanish)

Este é um documento importante. Entre em contato com o Bem no Dinheiro no número 508.947.3824 para obter assistência gratuita com o idioma.(Portuguese)

Dokiman sila a enpòtan. Dwa sou Lajan an la nan 508.947.3824 pou asistans gratis nan lang. (Haitian Creole)

Zhè shì yī fèn zhòngyào wénjiàn. Qǐng bōdǎ 508.947.3824 Liánxì Middleborough Housing Authority yǐ huòdé miǎnfèi yǔyán bāngzhù. (Chinese Traditional)

Zhè shì yī fèn zhòngyào wénjiàn. Qǐng bōdǎ 508.947.3824 Liánxì Middleborough Housing Authority yǐ huòdé miǎnfèi yǔyán bāngzhù. (Chinese simplified)

Eto vazhnyy dokument. Pozhaluyta, svyazhites's Middleborough Housing Authority po telefonu 508.947.3824 dlya polucheniya besplatnoy yazykovoy pomoshchi. (Russian)

Đây là một tài liệu quan trọng. Vui lòng liên hệ Middleborough Housing Authority theo số 508.947.3824 để được hỗ trợ ngôn ngữ miễn phí. (Vietnamese)

Ini adalah dokumen penting. Silakan hubungi Middleborough Housing Authority di 508.947.3824 untuk bantuan bahasa gratis. (Indonesian)

hadha hu wathiqat hamatun. yurjaa aliatisal bi Middleborough Housing alraqm 508.947.3824 lilhusul ealaa musaeadat lughawiat majaaniatin.(Arabic)

C'est un document important. Veuillez contacter Middleborough Housing Authority au 508.947.3824 pour une assistance linguistique gratuite. (French)

Questo è un documento importante. Si prega di contattare Middleborough Housing Authority al numero 508.947.3824 per assistenza linguistica gratuita. (Italian)

LIMITED ENGLISH PROFICIENCY (LEP): Middleborough Housing Authority (MHA) encourages applicants with diverse backgrounds to apply. For those with Limited English Proficiency, MHA will utilize a Language Line Service which will provide translation services in a multitude of languages. MHA will call the service to explain the need and an interpreter translates the information to the applicant at no cost to the applicant.

RIGHT TO REASONABLE ACCOMMODATION: Middleborough Housing Authority and the developers will consider a reasonable accommodation, upon request for qualified people with disabilities when an accommodation is necessary, to ensure equal access to the development, its amenities, services and programs. Reasonable accommodation may include changes to policies, practices, and procedures, and mitigating circumstances.

FAIR HOUSING/EQUAL OPPORTUNITY INFORMATION: Middleborough Housing Authority and the developers do not discriminate on the basis of race, color, religion, national origin, gender, disability, familial status, marital status, sexual orientation, genetic information, veteran/military status, receipt of public assistance, ancestry, age, gender identity or other basis prohibited by federal, state, or local law in the access or admission to its programs or employment or its programs, activities, functions or services.

Project Name: **Lex Court**
Contact Person: Julie Mather
Telephone: 508.947.3824 **TTY phone number: 711 or 1.800.833.8134**
Email: housing@middleborooha.org

Construction: The Lex Court Apartment complex will consist of a total of 44 one-bedroom. These units will be comprised of eighteen (18) one-level buildings with two (2) apartments in each building. Additionally, there will be two buildings with two floors, each with two one-bedroom apartments on each floor. Of these 44 apartments, eleven (11) will be offered to affordable households through a lottery process. Of the eleven affordable units, there will be two (2) units offered to those households that require an accessible unit. The complex is anticipated to be completed in the fall of 2025.

Affirmative Marketing: A sixty-day period will begin July 31, 2025 and end October 1, 2025. An advertisement will be placed in a minority newspaper and mailings to minority organizations will be done to encourage minority participation.

General Marketing: The two-week general marketing period will begin July 31, 2025. An advertisement will be placed in several area newspapers such as Nemascket Week, the Standard Times and the Enterprise. Minority publications will also receive the advertisement. This advertisement will be no less than four inches by four inches and run for two consecutive weeks announcing the details of the Lottery and the locations to obtain an application. These units will also be listed on the Metrolist of the Boston Fair Housing Commission, Boston City Hall, PO Box 5996, Boston, MA 02114-5996 (617.635.3321). Mailings will be done to Southeastern Massachusetts agencies/organizations including agencies that assist low income households such as local housing authorities, area community development and redevelopment offices; regional private assistance agencies such as Middleboro/Lakeville Area Assistance Coalition, Neighborhood Housing Solutions, South Shore Community Action Council and Housing Assistance Corporation; social services agencies such as veteran agencies, area churches and Councils on Aging.

Application Distribution Thursday July 31, 2025 through Wednesday October 1, 2025. Applications will be available at the following: Middleborough Housing Authority, the Middleborough Town Hall, Hall Annex and Library. Applications are also available by emailing housing@middleborooha.org, calling Middleborough Housing Authority at 508.947.3824 x4, online at <https://www.middleborooha.org> under the "Application" tab or by calling the TTY phone number: 711 or 1.800.833.8134.

Initial Screening: Upon receipt of completed application.

Notification of Eligibility: Upon receipt of completed application.

PLEASE NOTE: certain information, including dates and income limits, are subject to change.

LEX COURT
Affordable Housing
Procedures, Process, Requirements & Preferences

AVAILABLE UNITS OVERVIEW Lex Court, 480 Wareham Street, Middleboro, MA

The Lex Court Apartment complex is Middleboro's newest affordable housing development. This apartment complex is located in a new cul-de-sac off Route 28 at 480 Wareham Street in Middleboro, Massachusetts. This new development is within a half mile of Route 495 with easy access to Boston, Providence and Cape Cod. Eleven (11) affordable rental housing units will be available through the 40B application process. The eleven affordable units are scattered throughout the complex, with two located on the second floor and all others located on the ground level.

AFFORDABLE UNITS - The eleven affordable units are all one level living, with nine on the ground floor and two on the second level. These one-bedroom units occupy between 600 – 975 square feet of gross living area with rent of \$1,800 per month plus utilities. Of the two ADA compliant accessible units, one occupies 600 SF of gross living area and the second occupies 940 sf of living space.

AMENITIES - Each kitchen is equipped with a stove, a refrigerator, a microwave and a dishwasher. Each full bathroom has a bath/shower combo with tile floors; the ADA unit has a walk-in shower. The units have hardwood flooring in the kitchen and dining/living room, wall-to-wall carpet in the bedroom and tile in the bathroom. Each unit has ample closets and storage space plus washer/dryer hook-ups. Onsite parking is available for 2 cars per unit. The units are heated and cooled by electric heat pump systems while cooking is by electric stoves. Electricity is supplied by Middleboro Electric Company. The tenant will pay for all utilities. At lease inception, deposits of the last month's rent and a \$500 security deposit are required.

LOTTERY OVERVIEW

INITIAL MARKETING

The initial marketing for the units will be carried out by Middleborough Housing Authority ("Agent"). All units will be available on an equal opportunity basis. In carrying out this Affirmative Marketing Plan, the marketing agent will not discriminate against applicants on the basis of race, creed, color, religion, national or ethnic origin, citizenship, ancestry, class, marital status, disability, military/veteran status, presence of children, source of income, age, gender, sexual orientation, or any other basis prohibited by local, state, or federal law. The units will be advertised in a way that will provide ample opportunities for people from diverse backgrounds with a variety of language skills to learn about and apply for the rental opportunities.

Every person has the right to submit an application for housing at Lex Court. Management will supply oral interpretation should an applicant or resident have difficulty understanding material because of limited English Proficiency. This service will be at no cost to the applicant or resident.

Marketing, outreach, and collection of applications for units of affordable rental housing in Middleborough will begin on Thursday July 31, 2025. Households submitting a **fully complete & signed application** will be pre-screened for completeness, income & asset eligibility and appropriate household size.

Applications may be obtained at the following locations:

- Middleborough Housing Authority, 8 Benton Street, Middleboro
- Middleborough Town Hall, 10 Nickerson Avenue, Middleboro
- Middleborough Town Hall Annex, 20 Center Street, Middleboro
- Middleborough Public Library, 102 North Main Street, Middleboro

To request an application package:

- Call the Middleborough Housing Authority at (508) 947-3824 x 4
- Email to housing@middleborooha.org
- Fax 508.947.6393
- Download from website: at <https://www.middleborooha.org> in the “Applications” tab
- Call TTY phone number: 711 or 1.800.833.8134.

Applications may be submitted by mail, e-mail or fax:

- **Mail to:** Middleborough Housing Authority, 8 Benton Street, Middleboro, MA 02346
- **Email to:** housing@middleborooha.org
- **Fax to:** 508.947.6393

For questions regarding assistance in preparing an application, or to request a reasonable accommodation, please contact the lottery agent:

Middleborough Housing Authority, 8 Benton Street, Middleboro MA 02346.

- Phone: 508-947-3824 x 4
- Fax: 508.947.6393
- E-mail: housing@middleborooha.org
- TTY phone number: 711 or 1.800.833.8134.

ELIGIBILITY REQUIREMENTS

Applicants must meet specific requirements to qualify for the affordable rental units. Eligibility requirements shall be updated as necessary to comply with all regulations and guidelines that may be applicable. The accessible unit has one bedroom and one bathroom. To qualify for an accessible unit, at least one member of the household must have a disability which the accessible unit accommodates. Verification of need of an accessible unit must be provided in the form of a doctor’s note or equivalent.

Income Eligibility

In order to be eligible to rent one of the affordable units at Lex Court in Middleborough, income and assets must be within the guidelines listed below.

For information regarding the definition of income and assets, please see attached, APPENDIX I:

Maximum Income

Eligible applicants must have a combined annual household income from all sources for all income-earning members of the household of not more than 80% of area median income, as defined by HUD and adjusted for household size. According to the 2024 Income Guidelines released by HUD, 80% of the area median income for Middleborough, MA and therefore the maximum allowable household income is as follows:

<u>Household Size</u>	<u>Maximum Income</u>
1	\$72,950
2	\$83,400

Minimum Income

The household income must be sufficient for the unit to be affordable to the household. Specifically, an applicant's household income should be such that the net monthly rent, after factoring in any applicable utility allowance for heat, hot water and electricity, and any other tenant-paid utilities, should be equal to around 30% of the household's gross monthly income and should generally not exceed 40% of the household's gross income. Income and assets may be used in determining minimum income eligibility, if needed. Section 8 or other housing vouchers will be accepted and minimum income limits do not apply to households receiving housing assistance (Section 8, MRVP, VASH, etc.). Based on the above criteria, the projected minimum income to support these requirements is as follows:

Unit Size	Default Gross Max. Rent	Anticipated Monthly Utility Costs	Default Net Max. Monthly Rent with Utility Costs	HCVP Payment Standard (PS)	Adjusted Net Max. Monthly Rent (lower of "Default Net" and HCVP PS)	Anticipated Minimum Annual Income (40%)
1 bedroom	\$1,800	\$128	\$1,928	\$1,817	\$1,817	\$58,000

Allowance for Tenant Furnished Utilities

	<u>1 bedroom unit</u>
Electric Heat	\$58
Electric Cooking	\$12
Electricity	\$43
Electric Hot Water	<u>\$15</u>
TOTAL	\$128

Other Eligibility Requirements

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.

APPLICANT SELECTION

Each adult member of an applicant household will be required to sign the necessary consent forms to secure third-party verifications of income and employment. Once information has been verified, the appropriate certification forms will be completed.

All applicants will be notified in writing that their application is complete and eligible, or incomplete and ineligible. If incomplete or ineligible, applicants must be informed of their right to review.

NOTE: Eligibility for inclusion in the lottery does not constitute a unit offer.

LEASE PROVISIONS

A sample lease form for all units is attached as Appendix IV. **Please read it carefully.** The lease is for 1 year and stipulates:

- The tenant may not be evicted for any reason other than substantial violation of a material provision of the lease.
- The tenant shall be given a minimum of 60 days written notice that the lease will not be renewed.

- The tenant is required to furnish annual information sufficient to determine and document continued compliance with the income eligibility requirements.
- The tenant shall furnish the names and the number of people in the current household and their relationship to one another annually and whenever a change to the household occurs.
- Location of affordable units are specified as seen on the building layouts identified as “A” in Appendix III

HOUSEHOLD SIZE

Household/Apartment Size: A “household” shall mean one or more persons who will live regularly in the unit as their primary residence and who are related by blood, marriage, law or who have otherwise evidenced a stable inter-dependent relationship, or an individual. Household size should be appropriate for the number of bedrooms in the home. A minimum of one person will be assigned per bedroom. Maximum household size will be based on the State Sanitary Code, applicable local bylaws, and will not violate state or federal civil rights. Household size shall not exceed the Massachusetts State Sanitary Code requirements. (105 CMR 400). Households that are eligible by income and household apartment size will be ranked according to the following priorities.

PREFERENCES

Within the applicant pool, the **FIRST PREFERENCE** shall be given to families requiring the total number of bedrooms in the unit based on the following criteria:

- a. There is at least one occupant per bedroom.
- b. 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.
- c. A person described in the first sentence of (b) shall not be required to share a bedroom if a consequence of sharing would cause a severe adverse impact on his or her mental or physical health and the lottery agent receives reliable medical documentation as to such impact of sharing.
- d. A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application.
- e. If the applicant is in the process of a divorce or separation, the applicant must provide proof that the divorce or separation has begun or has been finalized, as set forth in the application.

Within the applicant pool, the **FIRST PREFERENCE FOR AN ACCESSIBLE UNIT** is to a household with a member with the disability that accessibility accommodates. This is defined as persons with a physical or mental disability that meet standards established by the state laws for disabled housing. If the applicant requires adaptations to the unit to meet their disability needs, the owner is obliged to adapt the unit as needed.

Verification of need of an accessible unit must be provided in the form of a Doctor’s note or equivalent.

Within the applicant pool, the **SECOND PREFERENCE** shall be given to local residents for up to seven (7) of the eleven affordable units. In no event shall the local preference exceed more than 70% of the affordable units of the project. A local residency preference is defined as:

- Present residents of Middleborough,
- Parents or legal guardians of child(ren) attending Middleborough public schools
- Employees of the Town of Middleborough, such as teachers, janitors, firefighters, police officers, librarians, or town hall employees
- Employees of Local Businesses: household member who is an employee of a business located in Middleboro
- Family member who has been hired to work in the Town of Middleborough

PLEASE NOTE: The Local Preference Is Only Considered For The Initial Lottery.

LOTTERY PROCESS FOR ALL UNITS

As of July 2025, the Middleborough Housing Authority had 543 local families, elderly and disabled residents on wait lists for its 336 affordable units. Annually, approximately 19 of these units become available for new lease-

up. At that rate it will be over 17 years before all households on the present waitlist are housed. Additionally, area private property managers have closed their wait lists because the large number of present applicants will not be housed within 2 years. For these reasons, the Zoning Board of Appeals has included a local preference for the eleven (11) affordable units included in the lottery for the Lex Court Apartment project.

The lottery will have two applicant pools: a Local Preference Pool (only available during initial lottery) and an Open Pool for each type of unit available in the following order: the first for applicants who have the local preference; the second for all applicants, whether local or non-local. Within each category, every eligible applicant household's number will be drawn and will be placed on a list in the order they are drawn. After the application deadline has passed, the Lottery Agent will determine the percentage of minorities in the Local Preference Pool. If the percentage of minority local resident households in the Local Preference Pool is less than the percentage of minorities in the surrounding HUD-defined area (34%), the Lottery Agent will make the following adjustments to the local preference pool:

- The Lottery Agent will hold a preliminary lottery comprised of all minority applicants who did not qualify for the Local Preference Pool and rank the applicants in order of drawing.
- Minority applicants will then be added to the Local Preference Pool in order of their rankings until the percentage of minority applicants in the Local Preference Pool is equal to or greater than the percentage of minorities in the surrounding HUD-defined area.
- Applicants will be entered into all pools for which they qualify. For example, a local resident shall be included in both pools.
- Minorities will be identified in accordance with the classifications established by HUD and the U.S. Census Bureau, which are the racial classifications: Black or African American; Asian; Native American or Alaska Native; Native Hawaiian or Pacific Islander; or other (not White); and the ethnic classification Hispanic or Latino.
 - The 2020 US Census Minority percentage for Middleborough Statistical area is 34%. This is the minimum percentage of minority applicants that must be in the Local Preference Pool.

The Lottery will be held at the Middleborough Housing Authority's Community Room, 8 Benton Street, Middleboro, MA. The eligible applications pulled in the lottery process will be numbered in the order that they are selected. The applicant pool will be organized into households requesting a 1 bedroom and an accessible unit. Applicants will be placed into all categories in which they qualify. Names will be drawn first from those needing the accessible units and second for those needing a 1-bedroom unit, thereby creating a master list. The list will be retained and used as a waiting list if any of the initial tenants fail to lease up.

All applicants will be notified in writing of their ranking in the lottery. After the lottery, a more thorough screening review of the applicant's information will be conducted. Once the applicant is notified that they have been approved, they will have two weeks to sign the Lease with an occupancy date of no more than 30 additional days from the signing. Selected applicants who are unable to proceed within these time frames will forfeit their right to lease and the next applicant in the order selected by the Lottery will be offered the unit.

SCREENING, VERIFICATION AND TENANT SELECTION

The Lottery Agent will screen all applicants. During the screening process applicants will be asked several standard questions. The Lottery Agent will also send out income verification forms in order to verify eligibility for the lottery. Middleborough Housing Authority will be responsible for obtaining and reviewing the income verification forms for all affordable units in this project. The Owner's criteria for occupancy are not made at this stage. After the lottery, the Owner may conduct additional background screening including credit checks.

All applicants will be notified in writing of their eligibility. Applicant screening will be carried out in accordance with the Executive Office of Housing & Livable Communities (EOHLC) background screening guidance.

PLEASE NOTE: Eligibility does not constitute acceptance and further screening is required to determine an applicant's ability to maintain a successful tenancy.

Any applicant that is determined to be ineligible/rejected after applying will receive written notice with the specific reason(s) the owner has determined ineligibility for occupancy. Ineligible/rejected applicants will receive the contact information for the Agent and/or the Management Company in the written notice if they wish to discuss the ineligibility/rejection reason(s). Reasons for an ineligible determination may include, but are not limited to, total family income insufficient to afford monthly rent, housing related criminal convictions, and/or total family income above the maximum guidelines. Applicants will be provided the opportunity to present mitigating circumstances pertaining to the rejection.

An ineligible/rejected applicant will be given an opportunity to provide new and verifiable documentation prior to the lottery date. Additionally, a meeting may be held to discuss the ineligible/rejected determination. After such opportunities the determination is changed to eligible, the applicant will be included in the lottery. If the applicant's ineligible/rejected determination stands, they will be placed on the wait list for future unit availability.

Each adult member of an applicant family will be required to sign the necessary consent forms to secure third party verifications of income, credit reports, housing related criminal convictions and landlord references. Once information has been verified, the appropriate certification forms will be completed.

WAIT LIST

- (1) General - The lottery agent shall retain a wait list of households who were not awarded a unit. The wait list will rank households in the order that they were drawn from the Open (non-local) Pool. If any of the initial renters do not lease a unit, the unit shall be offered to the highest ranked household on the wait list.
- (2) Units with Adaptive Features - Where a person with a disability is awaiting an accessible unit and a unit with adaptive features becomes available, the owner/management agent must offer the unit to the highest-ranking applicant in need of the ADA unit with the adaptive features. If the highest-ranking applicant requires adaptive features, the owner must offer to make the needed adaptive features available ie adaptations for hearing or visually impaired applicants, grab bars.
- (3) Term of Wait List - The wait list generally may be retained and used to fill units for up to one year. However, other factors such as the number of households remaining on the list, the likelihood of the continuing eligibility of such households, and the demographic diversity of such households may change the retention time of the wait list, subject to the approval of the Subsidizing Agency.
- (4) Updating - After the initial lottery, the wait list will be analyzed, maintained, and updated (through additional marketing) so that it remains consistent with the objectives of the housing program and are adequately representative of the racial, ethnic, and other characteristics of potential applicants in the housing market region.
- (5) Re-Opening Wait List - If there are insufficient households on the wait list to fill vacant units, the wait list shall be re-opened. Marketing for new applicants will be for a minimum application period of no less than 10 business days. Selection of units upon re-opening of the wait list will be based upon the selection procedure as stated above for unit size.

Statement of Non-discrimination/No Conflict of Interest

In carrying out this Tenant Selection Plan, the Agent will not discriminate against applicants on the basis of race, creed, color, religion, national or ethnic origin, citizenship, ancestry, class, marital status, disability, familial status, military/veteran status, presence of children, source of income, age, gender, sexual orientation, or any other basis prohibited by local, state, or federal law in any aspect of tenant selection or matters related to continued occupancy

Privacy Policy

It is the policy of the Agent to guard the privacy of individuals in accordance with the Federal Privacy Act of 1974 and the Massachusetts Privacy Act, and to ensure the protection of records maintained by the property concerning the applicants or tenants.

The Agent shall not disclose any personal information contained in its records to any persons or agencies other than the Monitoring Agent (EOHLC) or other authorized agency unless the individual about whom information is requested has given written consent to such disclosure, or unless disclosure is otherwise in accordance with provisions in the state or federal privacy acts.

This privacy policy in no way limits the Agent's ability to collect such information as it may need to determine eligibility, compute rent, or determine an applicant's suitability for tenancy or to gather information to process reasonable accommodations requests under Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Fair Housing Act.

The above policies in no way limit the right or duty of the Agent to make abuse, neglect or other protective service or emergency reports. Additionally, such policies do not forbid management from sharing information in the public domain with relevant service or government agencies.

CONCLUSION

The Agent acknowledges that this plan may not address every activity relating to the lottery process. Questions concerning this lottery and the application process should be directed to the Middleborough Housing Authority, Lottery Agent, 8 Benton Street Middleboro, MA, by calling 508.947.3824, faxing 508.947.6393, by emailing housing@middleborooha.org or by calling the TTY phone numbers 771 or 1.800.833.8134

APPENDIX I

DEFINITION OF INCOME

Annual gross income means all amounts, monetary or not, which go to, or on behalf of, the family head or spouse or to any other family member received from a source outside the family during the 12-month period following application. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted as provided by the Internal Revenue Service regulations.
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount that is the delayed start of a periodic payment.
5. Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
6. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
7. All regular, special pay, and allowances of a member of the Armed Forces.
8. Income derived from assets to which any member of the family has access. Where the household has net assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or one percent (1%) of the value of such assets.

Annual Income **Does NOT** include the following:

1. Income from employment of children (including foster children) under the age of 18 years.
2. Payments received for the care of foster children or foster adults. (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone)
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses.
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of a live-in-aid.
6. The full amount of student financial assistance paid directly to the student or to the educational institution.
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. Temporary, nonrecurring, or sporadic income such as gifts.
9. Deferred periodic amounts from supplemental Social Security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.

10. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
11. Amounts specifically excluded by any other Federal statute from consideration as income for the purpose of determining eligibility or benefits under a category of assistance program.

DEFINITION OF ASSETS

The value of necessary items of personal property, such as furniture or automobiles shall be excluded. Determination of assets shall be based upon a full and fair cash value of the asset at the time of application to the program. If a potential purchaser divests himself or herself of an asset for less than full and fair present cash value of the asset within one year prior to application, the full and fair cash value of the asset at the time of its disposition must be declared and shall be included for the purpose of calculating eligibility.

Household Assets include the following:

1. Cash held in savings and checking accounts, safe deposit boxes, etc. For savings accounts, the imputed passbook rate is 0.06%. For checking accounts, use the average balance for the last six (6) months.
2. Applicants cannot own a home, including a home that is in a Trust.
3. Revocable trusts: The cash value of any revocable trust available to the applicant.
4. Equity in rental property or other capital investments: The current fair market value less (a) any unpaid balance on any loans secured by the property, and (b) reasonable cost that would be incurred in selling the asset (e.g., penalties, broker fees, etc.).
5. Stocks, bonds, treasury bills, certificates of deposit, mutual funds, and any money market accounts: The value of stocks and other assets vary from one day to another and should be determined no more than one (1) month in advance of the applicant's submission to participate in the subject housing program
6. Individual retirement, 401K, and Keogh accounts: When the holder has access to the funds, even though a penalty may be assessed. If the applicant is making occasional withdrawals from the account, determine the amount of the asset by using the average balance for the previous six (6) months. (Do not count withdrawals as income.)
7. Retirement and pension funds:
 - a. While the person is employed: Amounts the applicant withdraws without retiring or terminating employment. Count the whole amount less any penalties or transaction costs.
 - b. At retirement, termination of employment, or withdrawal: Periodic receipts from pension and retirement funds are counted as income. Lump sum receipts from pension and retirement funds are counted as assets. Count the amount as an asset or as income, as provided below. If benefits will be received in a lump sum, include the lump sum receipt in net household assets.

If benefits will be received through periodic payments, include the benefits in annual income. Do not count any remaining amounts in the account as an asset.

If the applicant initially receives a lump-sum benefit followed by periodic payments, count the lump-sum benefit as an asset and treat the periodic payment as income. In subsequent years, count only the periodic payment as income. Do not count the remaining amount as an asset. **NOTE:** This paragraph assumes that the lump-sum receipt is a onetime receipt and that it does not represent delayed periodic payments, then the account would be considered as income and not an asset.

8. Cash value of life insurance policies available to the applicant before death (e.g., the surrendered value of whole life policy or a universal policy): Do not include a value for term insurance, which has no cash value to the applicant before death.
9. Personal property held as an investment: Gems, jewelry, coin collections, or antique cars held as investment. Personal jewelry is NOT considered an asset.
10. Lump-sum receipts or one-time receipts: Inheritance, capital gains, onetime lottery winnings, victim's restitution, settlement on insurance claims (including health and accident insurance, worker's compensation, and personal or property losses), and any other amounts that are not intended as periodic payments
11. A mortgage or deed of trust held by an applicant: Payments on this type of asset are often received as one combined payment for principal and interest with the interest portion counted as income from the asset. This combined figure needs to be separated into the principal and interest portions of the payment. (This can be done by referring to an amortization schedule that relates to the specific term and interest rate of the mortgage.)
12. A life estate: A life estate is an interest in real property which entitles the life tenant to benefit from the property until his or her death. Usually, the life tenant is entitled to the use of a house for life and may be entitled to sell his or her interest. This right is of value to the tenant but is rarely sold on an open market. (Purchasers of real property would typically not be tempted by such an uncertain term of ownership.) The value of an applicant's life estate is included when calculating his or her assets based on the Internal Revenue Service's latest guidance to determine the value of life estates. (See Internal Revenue Service Publication 1457, "Actuarial Values, Book Aleph," (7-1999).)

Household Assets **DO NOT** include the following:

1. Personal property (clothing, furniture, cars, wedding rings, other jewelry that is not held as an investment, vehicles specially equipped for persons with disabilities).
2. Interests in Indian trust land.
3. Term life insurance policies (i.e., where there is no cash value).
4. Equity in the cooperative unit in which the applicant lives.
5. Assets that are part of an active business: "Business" does NOT include rental of properties that are held as investments unless such properties are the applicant's main occupation.
6. Assets that are NOT effectively owned by the applicant: Assets are not effectively owned when they are held in an individual's name but:
 - a) the assets and any income they earn accrue to the benefit of someone else who is not the applicant, and
 - b) that other person is responsible for income taxes incurred on income generated by the assets.

APPENDIX II

LEX COURT APARTMENTS

UNIT INFORMATION

Proposed affordable units are 8, 12, 16, 20, 24, 28, 31, 34, 36, 40, 44

<u>Unit #</u>	<u>Unit Sq Ft</u>	<u>Level of Bldg</u>	<u>Gross Max Rent</u>
8	975	1 st Floor	\$1,800
12	975	1 st Floor	\$1,800
16	975	1 st Floor	\$1,800
20	975	1 st Floor	\$1,800
24	975	1 st Floor	\$1,800
28	975	1 st Floor	\$1,800
31	975	1 st Floor	\$1,800
34	975	1 st Floor	\$1,800
36 ADA	600	1 st Floor	\$1,800
40 ADA	940	1st Floor	\$1,800
44	940	2nd Floor	\$1,800

APPENDIX III - LOT MAP

Location of affordable units are highlighted & identified as "A"

Location of affordable ADA units are identified as "A" & circled in red



WAREHAM STREET

APPENDIX IV

SAMPLE LEASE FOR LEX COURT

(This Is A Sample Lease Only- Do Not Fill In Or Sign This Section)

APARTMENT LEASE AGREEMENT

SECTION 1. RESIDENCY & FINANCIALS:

1.1 Lease Dates – By this agreement made and entered into on <Lease Creation Date>, between <Landlord Entity>, (herein referred to as “Lessor” “Landlord” or “Management”), and <Tenant Name> (herein referred to as “Lessee” “Tenant” or “Tenants”), Lessor leases to Lessee the premises situated at <Property Address> in the Commonwealth of Massachusetts, and more particularly described as follows:

Unit <Unit Number> (hereinafter referred to as the “Demised Premises” or “Leased Premises”) located at _____ (the “Building”), together with all appurtenances, to commence on <Lease Start Date> at <Time> (the “Commencement Date”), and to end on <Lease End Date> at 10:00AM (hereinafter referred to as the “Lease Term”), unless the tenancy is terminated sooner under the provisions of the lease or by operation of law.

Whenever the word “Lessee” is used in this lease, imposing any obligation on the Lessee/Tenant, the word will mean and include not only the Lessee/Tenant who actually signs this Lease, but also each member of the Lessee’s/Tenant’s family and household and every guest and invitee of either the Lessee/Tenant or the Lessee’s/Tenant’s household. Any conduct prohibited for the Lessee/Tenant under this Lease is also prohibited for the Lessee’s/Tenant’s family members, household members, guests, and invitees. This Lease is contingent upon Landlord approving Lessee’s application.

1.2 Rent – Lessee agrees to pay, without demand, to Lessor as rent for the Demised Premises the sum of <Monthly Rent> per month (hereinafter referred to as the “Rent”). The Tenant must pay the Rent monthly, in advance on or before the first day of the month for every month of the Lease Term. A Security Deposit of <Monthly Rent> and a Last Month of Rent of <Monthly Rent> will also be required in advance of the Tenant taking possession of the Demised Premises. The initial payments of <Monthly Rent> for First Month's Rent, Last month's rent and Security Deposit binds this Agreement. If, for any reason, the Lessee decides not to take possession of the Demised Premises after the move-in fees are paid and the Lease is signed, the full amount shall be forfeited to Lessor, to the extent permitted by applicable law.

Rent is due on the first day of each month and is considered late if not paid when due. If rent is not paid when due, the Landlord may serve the Tenant a 14-Day Notice to Quit which will terminate the tenancy in accordance with Massachusetts law subject the Tenant’s right to “cure.” If rent remains unpaid after 30 days, the Landlord will also assess a late fee of \$50.00. The Tenant will pay all fees incurred by the Landlord for “bounced checks.” These fees shall be in addition to any other remedies and charges that may be imposed by the Landlord and shall be due and payable immediately upon demand as additional rent subject to the terms of this Lease for nonpayment. Late fees are applied FIRST, then, money received will be applied to uncollected rents. Rent will not be pro-rated for last month of occupancy. All scheduled move outs must be at the end of the month. If Rent is received 30 days past its due date, Lessor reserves the right to charge Lessee(s) interest at a rate of five (5%) percent. Lessor and Lessee further covenant and agree that during the term of this lease and for such other and future period as Lessee shall occupy the said Demised Premises, all of the terms, covenants and conditions contained herein shall remain in full force and effect. Each Tenant is jointly and severally liable for each applicable provision of this Lease.

You have committed to pay Rent and all other charges through the expiration of the Lease Term. This means that if you vacate the Leased Premises prior to the expiration of the Lease Term, you may remain liable for all of your obligations under this Lease. In general, the damages you will owe include the payment of rent through (i) the expiration of the Lease Term; and (ii) if earlier, the date that a new resident occupies and begins paying rent for the Leased Premises. You may also be liable for any other actual damages incurred by Landlord. Landlord will use reasonable efforts to rent the Leased Premises in order to minimize damages caused by your default, but

Landlord is under no obligation to encourage prospective residents to rent the Leased Premises in preference to other vacant units.

1.3 Possession & Use – Lessor shall deliver possession of the Demised Premises to Lessee on the Commencement Date. Unless otherwise stated in this Lease, the Demised Premises shall be used solely for private residential purposes. The following individual(s) named will be the sole occupant(s) of the Demised Premises: <Tenant Name> <Tenant Name>. Tenant will not permit unauthorized persons or unauthorized pets to live at the Demised Premises. Occupancy by any other individuals not listed above is a violation of the Lease thereby subjecting the Lessee(s) to eviction and such other penalties as are provided herein for such default.

1.4 Payment – Lessee agrees to pay rent each month online through DoorLoop in an amount equal to the Rent plus all other recurring monthly charges due under this Lease on or before the first day of each month during the term of this Lease. Lessor is not obligated to accept partial or late payments of Rent but may elect to do so at Lessor’s sole discretion. Acceptance of any partial payment does not relieve Lessee of Lessee’s obligation to pay any outstanding balance due. The Rent will be credited to your account on the date that the Rent is received by Lessor.

1.5 Other Charges – Lessee agrees to pay the following “Other Charges” monthly in addition to the Rent:

-	Parking Fees:	\$0.00		
-	Pet Fees:	\$0.00		
-	Month to Month Premium:	\$0.00		
-	Utility Reimbursement:	\$0.00		
-	Laundry Fees / Washer Dryer Rental Fees:	\$0.00		
-	Cable/Internet Fees:	\$0.00	- Total Other Charges	\$0.00

SECTION 2. POLICIES & PROCEDURES:

2.1 Quiet Enjoyment – Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the Demised Premises for the agreed term. Lessee shall not directly or indirectly interfere with the quiet enjoyment of the Demised Premises of any other tenant at the Building. Neither Lessee nor Lessee’s family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the Demised Premises or the Building, nor commit or permit any nuisance to exist thereon, nor cause damage to the Demised Premises or Building, nor create any substantial interference with the rights, comfort, safety or enjoyment of the Lessor or other occupants of the same of any other apartment.

2.2 Use of Premises – The Demised Premises shall be used and occupied by Lessee exclusively as a private residence, and neither the Demised Premises nor any part thereof shall be used at any time during the term of this Lease by Lessee for carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Demised Premises, and the sidewalks connected thereto, during the term of this Lease. Lessee shall not utilize any part of the Demised Premises or Building for any illegal use, occupancy, trade, manufacture or other business. Lessee shall not destroy, deface, damage, impair or remove any part of the Demised Premises, Building or other property of Lessor therein, and shall not permit any person to do so.

2.3 Number of Occupants –, Tenant shall not permit the Unit to be occupied for a period longer than a temporary visit by anyone except the individual(s) specifically listed in Section 1.3 of this lease, without Landlord's prior written approval and consent, which approval and consent shall not be unreasonably withheld. Tenant shall remain unconditionally and principally liable to the Landlord for the payment of all rent and for the full performance of the covenants and conditions of this Lease.

2.4 Condition of Premises – Lessee has examined the Demised Premises, including the grounds and all buildings and improvements, and agrees that they are, at the time of this Lease, in good order, repair, and in safe, clean, and tenantable condition. Lessee has filled out the Rental Property Inventory and Condition Form.

2.5 Assignments & Subletting – Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the Demised Premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent

assignment, subletting, concession or license. An assignment, sublet, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this Lease. ANY NEW OCCUPANTS ARE REQUIRED TO COMPLY WITH LANDLORD'S THEN STANDARD PRE-SCREENING FOR APPROVAL. Violations of the use of the Demised Premises shall be grounds for immediate eviction and penalties.

2.6 Damage to Premises – Lessee shall give Lessor immediate notice in case of fire or other damage to the Demised Premises or any part thereof. If such damage is not due to Lessee's negligence or willful act or that of any of Lessee's family, agents, invitees or visitors, the Demised Premises shall be promptly repaired by Lessor; but, if the Demised Premises should be damaged other than by Lessee's negligence or willful act or that of Lessee's family, agents, invitees or visitors, to the extent that Lessor shall decide not to rebuild or repair, the term of this Lease shall end. In the event of the destruction of or damage to the Demised Premises in whole or in part by fire, or other casualty such that the Demised Premises cannot, in the opinion of the Landlord, be reasonably restored to its former condition or the Demised Premises are not reasonably habitable in the opinion of the board of health, then either party may terminate this lease upon written 30 day notice to the other. If the damage or destruction creates an immediate hazard or unsafe conditions requiring the Lessee to vacate sooner, the notice period shall be reduced to whatever period is reasonable.

2.7 Alterations & Improvements – Lessee shall make no alterations to the buildings on the Demised Premises or construct any building or make other improvements on the Demised Premises without the prior written consent of Lessor, such consent to be in Lessor's sole discretion. All alterations, changes, and improvements built, constructed, or placed on the Demised Premises by Lessee, with the exception of fixtures removable without damage to the Demised Premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and shall remain on the Demised Premises at the expiration or earlier termination of this Lease. Tenant will not make any alterations or structural changes to the Demised Premises. Tenant will not paint or wallpaper the Demised Premises, will not make holes in walls or attach or affix anything to walls, ceilings, floors, roof or other areas of the Demised Premises without the Landlord's written permission. Tenant will not install any washing machine, clothes dryer, air conditioning unit, space heater, antenna, trampoline, satellite dish, Verizon and/or Comcast or similar box transmission or reception equipment for sending or receiving any voice, radio, visual or telecommunication signals, or any other kind of equipment, (including aerials of any kind on the roof or elsewhere) without the Landlord's written permission. Satellite dishes are prohibited on the roof of the Building and Lessee shall not be permitted to drill through the exterior walls of the building to install a satellite dish. Violation of the terms governing such installation of a satellite dish may result in the removal of the dish at the expense of the Lessee, shall be considered damage beyond normal wear and tear and repair of such damage shall be responsibility of the Lessee. No waterbed or water furniture of any kind will be permitted.

If Landlord permits Tenant to install the Tenant's own appliances or equipment, Tenant will do so in conformity with all requirements of any law, by-law, regulation, rule or ordinance and will have sole responsibility for any maintenance and repair of such items. Only an appropriately licensed person will install such appliances. Tenant assumes all liability and agrees to pay for any damage or injury resulting from the installation, use, misuse, or removal of any such appliance or equipment and agrees to hold harmless Lessor, whether or not written permission was granted. Landlord shall invoice Tenant for all costs and expenses incurred by Landlord relating to any such damage or injury, which amount shall be paid within thirty (30) days of Tenant's receipt of the invoice. If Tenant does any installation without express written permission, in addition to other penalties and remedies,

Tenant will be charged a \$100 penalty fee. Tenant is responsible for the cost of any damage or injury to the Demised Premises which results from other than normal wear and tear, and which is caused by Tenant, a member of Tenant's household or by any person under Tenant's control or on the Demised Premises with Tenant's consent.

2.8 Care of Premises – Lessee(s) shall NOT PAINT (including touch-up), decorate or otherwise embellish and/or change and shall not make nor suffer any additions or alterations to be made in or to the Leased Premises without prior written consent of the Lessor, nor make nor suffer any strip or waste, nor suffer the heat or water to be wasted, and at the termination of this Lease shall deliver up the Leased Premises and all property belonging to Lessor in good, clean and tenantable order and condition, with reasonable wear and tear expected.

Lessor reserves the right to determine when the Demised Premises shall be painted. Lessee(s) shall NOT hang any laundry, rugs, drapery or similar articles out a window or on a balconies and/or patios. At the termination of the tenancy, all blinds, fixtures, shelves, and appliances and carpets that were present in the Leased Premises at move-in date, or that were installed by the Lessor or its agents during the tenancy, must remain when the Lessee vacates the Leased Premises.

The Lessee(s) shall maintain the Demised Premises in a clean condition and shall not sweep, throw or dispose of nor permit to be swept, thrown or disposed of waste or debris, from the Leased Premises nor from any doors, windows, balconies, patios or place upon the exterior windowsills. At the Move-in Date, Landlord will furnish light bulbs and tubes of prescribed wattage for the light fixtures located in Lessee's apartment. After that date, Lessee agrees, at Lessee's expense, to replace light bulbs and tubes in the Demised Premises.

Lessee shall, at Lessee's sole expense, keep and maintain the Demised Premises and appurtenances in a good and sanitary condition and will not violate a condition of the State sanitary code during the term of this Lease and any renewal thereof. To the extent applicable, Lessee agrees to keep the walks, porches, and all entryways exclusively serving the Demised Premises free from dirt, snow and debris and is responsible for all the removal of such. Lessee will at all times keep and maintain the Leased Premises and all equipment and fixtures whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of, or may be put in during the term or any extension or renewal thereof, reasonable wear and tear and damage by unavoidable casualty only excepted.

Lessor shall not be liable for any hazards resulting out of Lessee's willful acts or gross negligence. Lessee agrees to notify Lessor in writing of any repairs that are needed. Lessor and Lessee agree to comply with any responsibility which either may have under applicable law to perform repairs upon the Leased Premises. If Lessee fails within a reasonable time, or improperly makes such repairs, then and in any such event or events, Lessor may (but shall not be obligated to) make such repairs and Lessee shall reimburse the Lessor for the reasonable cost of such repairs in full, upon demand.

2.9 Dangerous Materials – Lessee shall not keep or have on the Demised Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Demised Premises or that might be considered hazardous or extra hazardous by any responsible insurance company. No storage of gasoline or propane tanks within the Building including porches.

2.10 Keys – Lessee shall be given keys to the following doors: Demised Premises, Main Entry Door, and Mailbox. Lessee will initial the Rental Property Inventory and Condition Form acknowledging the number of keys received. Lessee acknowledges that failure to return all the keys will result in liability for damages to cover the full costs of new locks and keys to all the doors for which keys were not returned. If all keys are not returned to Lessor within one (1) business day of the termination of this Lease, Lessee shall be charged seventy-five dollars (\$75.00) per key. Lessor will retain a key to the Leased Premises for emergencies, safety, repairs, showings and inspections.

2.11 Locks – Lessee agrees not to change any locks, replace any lock, or add any security change or new locks to or in the Demised Premises on any door or mailbox without first obtaining Lessor's written permission. Tenant will immediately notify the Landlord of any defect of any lock in the Building. Tenant will not keep or permit a security door, or self-locking main entry door, if any, or any other exterior door to be propped open or kept open or unlocked. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock. If Lessee changes, replaces, adds or modifies locks without prior written permission, a penalty charge of fifty dollars (\$50.00) shall be assessed and due immediately.

2.12 Lockout – If Lessee becomes locked out of the Demised Premises after management's regular stated business hours, Lessee shall be required to secure a private locksmith to regain entry at Lessee's sole expense. If Lessee or any household member becomes locked out of the Demised Premises, and requests the assistance of the Landlord to regain entry, Landlord may provide such help for a service fee of fifty dollars (\$50.00) each time the service is required and replace a lost key for a fee of twenty-five dollars (\$25.00).

2.13 Parking – Parking shall only be permitted in the areas designated by the Landlord. Unregistered vehicles are not permitted on the premises. Any non-operative vehicle may be removed by Lessor at the expense of Lessee, for storage or public or private sale (at Lessor's option, but subject to compliance with applicable laws), and Lessee shall have no right of recourse against Lessor therefore. Lessor is not responsible for, nor does Lessor

assume any liability for damages caused by fire, theft, and casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the vehicle owner. Tenant shall take any and all reasonable measures to allow plow access to the lot and Tenant is responsible to dig out any vehicle plowed or snowed in. Lessee shall park in the designated space(s) only. If the Building has guest/visitor parking spaces, said spaces are available on a first come, first serve basis.

Lessee and/or Lessee's family, friends, relatives, invitees, visitors, agents, or servants shall not park in the driveway and/ or fire lane of the building. Said area is for drop off and pick up only and may be needed in case of an emergency. Vehicles parked in the driveway/fire lane will be subject to towing at the vehicle owner's expense.

2.14 Pets – Pets shall not be allowed without the prior written consent of Lessor. Any Lessee who wishes to keep a pet in a unit must sign a Pet Agreement Addendum. No dogs, cats, birds, fish, reptiles or any other kind of animal may be on, in or at the Demised Premises, Building or on the grounds without the express prior written permission of Landlord, except as required by State and/or Federal anti-discrimination laws. If Landlord grants written permission, it will be only a license applicable only to the specific named pet and will not change the terms of this Lease. If Landlord grants written permission, Landlord may revoke it in Landlord's sole discretion by a written notice to Tenant to remove the pet within ten days or sooner if, in Landlord's sole discretion, the situation requires it.

If Landlord grants written permission for any pet, Tenant agrees to maintain renters' insurance that includes damage & liability coverage for pets for any property damage or bodily injury caused by the acts of Tenant's Pet. Tenant is required to maintain this renter's insurance for the entire length of the Lease term, & this renter's insurance must name Landlord as an additional insured. Landlord may request proof of renters insurance at any time.

2.15 Utilities, Services & Plumbing – Lessee shall be responsible for arranging for and paying for all utility services required on the Demised Premises, except that shall the utilities expressly noted below shall be provided and paid for by Lessor. The tenant will provide and pay for all other utilities, and other services as follows:

Provided by Landlord: Trash Collection, Water and Sewer.

Provided by Lessee: Heat, Hot Water, Electric, Telephone, Cable TV / Internet.

If Tenant fails to activate utilities under their billing account and contact address, Landlord shall not to be held responsible for charges. If Tenant fails to maintain proper cold weather temperature by failing to have the utilities activated and any damage is caused to pipes or the demise, Tenant will be responsible for the cost of repair and damages and such failure will be considered as a breach of this Lease. Lessee will be liable for breach of this Lease and any and all fees and all damages resulting from not having utilities appropriately in place and, at Landlord's option, this Lease will be terminated. Refusal to pay utilities after agreeing to do so will be a breach of the terms of this Lease and cause for termination of the Lease. Lessor arranges for rubbish removal, and it is the responsibility of Lessee to ensure that all rubbish and trash is placed in the proper containers and placed out for pick-up each week. Lessee is responsible for following city code of recycling.

The water closets, disposals, and waste pipes shall not be used for any purposes other than those for which they are constructed, nor shall any sweepings, rubbish, rags, or any other improper articles be thrown into same, and any damages to the Building caused by the misuse of such equipment by Lessee or any of Lessee's guests, agents, or invitees shall be borne by Lessee. Lessee shall not be responsible for damage caused by the gross negligence of the Lessor, or by the negligence of an independent contractor employed by the Lessor.

Lessee will be liable for damages to the Demised Premises that result if Lessee does not keep the Demised Premises thermostat at a minimum of 55 degrees Fahrenheit during the heating season. Likewise, if the Demised Premises are equipped with a sprinkler system, Lessee will be responsible for damage, or by failing to exercise reasonable care, if Lessee sets off the system.

2.16 Insurance – Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a Lessee's insurance policy including renter's insurance to cover damage or loss of personal possessions, as well as losses resulting from Lessee's negligence, and any other appropriate coverage. Lessee shall provide evidence of such insurance coverage to Lessor prior to the Commencement Date, and thereafter, upon demand.

2.17 Smoke & CO Detectors – It is Lessee’s responsibility to maintain any and all battery operated smoke detectors and CO detectors in the Leased Premises. Landlord shall provide and maintain any and all hard wired smoke detectors as required by law in the Commonwealth of Massachusetts. Damage to the existing detectors (in the Leased Premises or the common areas), or removing or disconnecting, whether by Lessee or Lessee’s family, friends, relatives, invitees, visitors, agents or servants, shall be in violation of this Lease and all repair expenses borne by the Lessee. It is \ Lessee’s responsibility to replace batteries (batteries are supplied if requested), as needed and biannually at daylight savings time twice a year. Any other detector malfunctions that may occur must be reported to Landlord immediately for repair service and maintenance. If in the event of any malfunctions or alerts with the CO detector, call the fire department immediately and leave the Leased Premises without opening any windows. This will assist the Fire Marshall in getting an accurate reading to determine the source of the problem. Lessee also acknowledges that at the signing of the Lease all CO and smoke detectors are functioning and in working order. It is illegal to tamper with these devices and it is a punishable offense. Repeated tampering with CO and smoke detectors may result in criminal charges and possible jail sentencing.

2.18 Common Areas – No receptacles, vehicles, baby carriages or any other articles or obstructions shall be placed in the halls or other common areas or passageways. No doormats are permitted to be placed in the hallways by Lessee. Failure to remove any door mats from hallways will result in the removal and disposal of doormat by the Lessor. Lessee is not permitted to leave any windows or doors open in any and all common areas of the Building. Children are not permitted to use the lobbies, hallways, laundry rooms, stairways, and dumpsters as a playground or place to loiter. It is the responsibility of Lessee to supervise children and visitors at all times. If the Building has a parking lot, absolutely NO ball playing, rollerblading, skateboarding, or similar activities are permitted in the parking lot.

2.19 Roof Access – Lessee's access to or use of the Roof area of the building is strictly prohibited and constitutes a violation of this lease.

2.20 Balconies & Patios – Lessee is not permitted to use any balconies or patios as storage space. Only outdoor, patio-type furniture is permitted on any balconies or patios.

2.21 Non-Performance or Breach By Lessee – If Lessee shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, including, without limitation, failure to comply with the Rules and Regulations attached here and made a part hereof, or if Lessee shall be declared bankrupt, or insolvent according to law or if any assignment of Lessee's property shall be made for the benefit of creditors, or if the Leased Premises appear to be abandoned then, and in any of the said cases and notwithstanding any license or waiver of any prior breach of any of the said terms, conditions, covenants, obligations, or agreements Lessor, without necessity or requirement of making any entry, may (subject to Lessee's rights under applicable law) terminate this lease by:

i. A seven (7) day written notice to the Lessee to vacate said leased premises in case of any breach of this Lease, including, without limitation, a breach of the rules and regulations, except only for non-payment of rent, and termination under this section shall be without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of any of the said terms, conditions, covenants, obligations or agreements.

ii. A fourteen (14) day written notice to the Lessee to vacate said leased premises upon the neglect or refusal of the Lessee to pay rent. Any termination under this section shall be without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of any of the said terms, conditions, covenants, obligations or agreements.

iii. Notwithstanding the foregoing, \ Landlord may immediately terminate this Lease for any act or conduct of the Tenant, household member, or guest, which entitles the Landlord to evict or enjoin the Tenant under Massachusetts General Laws, Chapter 139, and section 19.

If the lease terminates upon a seven (7) day notice or because of the fault or default of Lessee, then:

(1) Lessee will forthwith pay to Lessor as damages a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the term;

(2) Lessee will indemnify Lessor for and Lessor will be entitled to all actual damages and reasonably foreseeable consequential damages caused by the default including but not limited to any loss of rents, reasonable broker's commission for the re-letting of the Leased Premises, advertising costs, reasonable costs for preparing

the Leased Premises to be re-let, storage and moving charges incurred by the Landlord in moving and storing the Lessee's property pursuant to eviction proceedings.

The Landlord may also avail itself of any other remedy authorized by law in the event of termination under this paragraph, Landlord's rights and remedies being cumulative and not exclusive and any termination under this section will be without prejudice to any other lawful remedies of Landlord.

Subject to the provisions of M.G.L. c. 186, §§ 11 and 12, any Rent payment received after receipt of a written default notice may be accepted, with a complete reservation of all of Landlord's rights, and will be applied to delinquent Rent due, but will not affect any legal action instituted by Landlord against Lessee to recover delinquent Rent, and /or possession of the Leased Premises.

In the event of any such termination, Lessor may re-enter the Demised Premises and remove all persons there to the extent permitted by law.

If Lessee shall fails to pay any amount of Rent due and owing, or otherwise default under this Lease, and the service of an attorney are required in order to resolve the matter, or if Lessor is required to institute or become involved in legal proceedings due to Lessee's default under this Lease requiring the services of an attorney, then Lessor is entitled to collect from Lessee a reasonable attorneys' fee, plus costs and interest, to the fullest extent Lessor is entitled to collect such fee, costs and interest under applicable law.

SECTION 3. RESPONSIBILITIES

3.1 Right of Entry and Inspection – Lessor reserves the right to enter the Demised Premises at all reasonable hours for the purpose of inspection, and whenever necessary, to make repairs and alterations to the Demised Premises. \ Landlord may enter the Leased Premises before termination of the tenancy as permitted by law, including but not limited to inspect the Leased Premises; to make repairs to the Leased Premises; to show the Leased Premises to a prospective Lessee, purchaser, mortgagee or to agents of such persons, in accordance with a court order; where the Leased Premises appear to have been abandoned by the Lessee.

If Lessee cannot be present, Lessee will make arrangements to have some other person present while Landlord is in the Demised Premises. However, Lessee shall allow Landlord's entry for this purpose even if Lessee is not present. Lessee has an affirmative duty to provide Landlord access for repairs. Except in the case of an emergency, Landlord will give approximately 24 hours' notice to Lessee for any entry permitted under this paragraph and will respect the reasonable request of Lessee regarding time and date of such entries.

3.2 Waste of Utilities – Tenant shall make every reasonable effort to conserve the use of utilities supplied and paid for by Landlord and shall not waste the same.

3.3 Rules & Regulations – Lessee will obey strictly the rules and regulations attached hereto and incorporated herein and any reasonable rules and regulations relating to conduct and behavior on or at the premises that the Landlord may, from time to time adopt. Any rules and regulations adopted in the future will be incorporated into this Lease and otherwise enforceable as a term of this lease.

3.4 Lead Paint Disclosure – Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessor must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. If applicable, Lessor and Lessee will execute the Massachusetts Tenant Lead Law Notification and Certification Form.

3.5 Firearms – Any possession or a storage of a firearm on the property must strictly adhere to the local ordinances, state and federal laws and all other relevant laws, regulations and codes.

3.6 Surrender of Premises – At the expiration of the Lease Term, Lessee shall quit and surrender the Demised Premises in as good state and condition as it was at the commencement of this Lease, reasonable use and wear thereof and damages by the elements excepted.

3.7 Destruction of Premises – If the Demised Premises are rendered uninhabitable by fire, flood or other natural disaster or any other Act of God during the Lease Term, this Lease shall be thereupon terminated.

3.8 If Landlord takes any money for periods after the termination, such acceptance shall not constitute an acceptance of a new tenancy. The only way tenancy can be extended beyond the termination is by written agreement constituting a new lease.

3.9 Abandonment – If at any time during the term of this Lease, Lessee abandons the Demised Premises or any part thereof, Lessor may, at Lessor's option, enter the Demised Premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at Lessor's discretion, as the agent of Lessee, re-let the Demised Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, may hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting.

If Lessor's right of re-entry is exercised following abandonment of the Demised Premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the Demised Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

3.10 Notice of Absence From Unit – Tenant shall notify the Landlord in writing if the Demised Premises will be left unoccupied by at least one adult household member for a period of longer than 30 days, and shall advise Landlord how to contact Tenant during any such period.

3.11 Eminent Domain – In the event of the taking by eminent in whole or in part any portion of the Demised Premises or of the Building, then either party may terminate this lease by written notice to the other terminating the tenancy no earlier than the effective date of the taking or thirty days thereafter.

3.12 Return of Keys and Clean Apartment; Return of Security Deposit – ALL LESSEES ARE RESPONSIBLE FOR RETURNING ALL KEYS AND A CLEANED APARTMENT FREE OF TRASH AND PERSONAL BELONGINGS. Any property left in the Building after the keys have been returned, are deemed as disposable. Within one month after Lessee has vacated the Leased Premises, returned keys provided Manager with a forwarding address, and left the Leased Premises in the conditions noted on the Move-Out form, Manager will return the security deposit, if any, in full or give Lessee an itemized written statement of the reasons for, and the dollar amount of, any of the deposit retained by Lessor, along with a check for any deposit balance.

3.13 Cleaning Fees – Lessee is responsible for any and all costs associated with Lessee's failure to clean the Demised Premises upon move-out or termination of this Lease for any reason. Lessee agrees that s/he has been given a copy of the Rental Property Inventory Condition Form and understands s/he will be responsible for the cost of any items not cleaned. The form contains an estimate of costs and is subject to change without notice. Any remaining trash, debris, monitors, computers, TVs, air conditioners, appliances, furniture, toys, mattresses, box springs, beds, Christmas trees, automobiles, tires, auto parts, auto fluids will be charged to the Lessee per line item as defined by the costs incurred at the time of disposal at the transfer station for disposal.

3.14 Renewal to Lease – Landlord may offer to renew the Lease at any time before the end of the current Lease Term, and Lessor's offer will specify the proposed rent for the renewal term. Lessee agrees that Lessee must give Landlord at least sixty (60) days written notice prior to end of the Lease Term here of Lessee's intention to vacate the Leased Premises on or before the end of the term of this Lease, so that Lessor may make arrangements to re-rent the Leased Premises. If Lessor does not receive Lessee's written notice of intent to vacate sixty (60) days prior to the end of the Lease, Lessee will be held responsible for the rent sixty (60) days from the day the Landlord receives written notice. If Lessee vacates the Demised Premises without written notice, Lessee will be held responsible for the rent sixty (60) days after the termination date. Nothing in this paragraph is intended to waive Landlord's right to immediately file suit for eviction, without prior notice except as required by law, if Lessee remains in possession after the termination date of the Lease without permission or consent.

If Lessee fails to sign a renewal Lease, or to vacate the Demised Premises, prior to the end of the term of this Lease, then Lessee will be a holdover resident and Lessor reserves the right to terminate Lessee's tenancy pursuant to law. Lessor may allow Lessee to continue to occupy the Demised Premises as a MONTH-TO-MONTH RESIDENT, but Lessor has no obligation to do so. Lessor will send Lessee a written notice in the event Lessor determines that Lessee may continue as a month-to-month resident; that notice will specify the rent which will be payable for a month-to-month tenancy. If Lessor permits Lessee to continue as a month-to-month resident, Lessor will provide Lessee with written notice as required by law of the market rent for Lessee's apartment, after which

Less must pay the market rent for the Demised Premises at such time as specified by Lessor and an additional rent premium as referenced in Section 1.5. In such event, this Lease will automatically be renewed on a month-to-month basis, but WILL REQUIRE THIRTY (30) DAYS PRIOR WRITTEN NOTICE BY LESSEE, OR BY LESSOR, FOR TERMINATION. After the initial market rent adjustment, Lessor reserves the right to increase the Rent payable by Lessee as a month-to-month resident under this Lease upon sixty (60) days' notice to Lessee.

SECTION 4. GENERAL CLAUSES

4.1 Binding Effect – The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

4.2 Waiver – Landlord does not waive any rights under this Lease whether or not Landlord has enforced those rights fully in whole or in part. Just because Landlord has ignored a violation on one occasion does not mean that future violations will be permitted. Neither Landlord nor Lessee can waive any rights under this Lease or be stopped from asserting them unless consistent with law and clearly, expressly set forth in writing in advance.

4.3 Liability – Lessor shall not be liable for any loss, expense or damage to any person or property. Lessee is responsible for all acts or negligence of Lessee's family, employees, guests or invitees.

4.4 Joint And Several Liabilities – If more than one person signs this lease as Lessee then each such Lessee will be jointly and severally liable to Landlord for any obligation of the Lessee under the provisions of this Lease or any extension thereof. In addition the security deposit and interest thereon, if any, may be returned to any one of the Lessees and/or applied to the account of any one of them on account of damages.

4.5 Ordinances and Statutes – Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, and which may hereafter be in force, pertaining to the use of the demised premises.

4.6 Notices – All notices pursuant to this agreement shall be in writing via USPS return receipt requested or nationally recognized overnight courier. The following company is authorized to receive notices of violations of law and to accept service of process on behalf of the Lessor.

Name: of Property Management company

Address: of Property Management company

Telephone:

4.7 Choice of Law – This Lease shall be governed by the laws of the Commonwealth of Massachusetts, and all disputes shall be subject to the jurisdiction of the Courts of the Commonwealth of Massachusetts.

4.8 Attorney's Fees – The prevailing party in a civil action brought to enforce the provisions of this Lease or the rights of the parties hereto may recover reasonable litigation costs, including attorney's fees from the other party.

4.9 Severability – If a provision or paragraph of this Lease is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted, and the rest of this Lease remains in effect. To the extent that any provision of this Lease is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Lease is hereby inserted as an additional provision of this Lease, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

SECTION 5. SIGNATURE & ACCEPTANCE

5.1 Entire Agreement – Lessee has read this lease and had the opportunity to ask questions and seek professional advice prior to signing if desired. All promises made by Lessor and all agreements between Lessor and Lessee are contained in this lease. This lease may be amended only by a written amendment signed by both parties.

RULES AND REGULATIONS

1. The following shall not be permitted: conduct of (1) the Lessee, (2) any member of the Lessee's household, (3) any occupant, guest or invitee of either the Lessee or another occupant, or, (4) any person under the control of either the Lessee or any occupant, which is committed or occurs on, in, or at (1) the Leased Premises, (2) the common areas of the Building of which the Leased Premises are a part, (3) the public areas and grounds comprising the Landlord's property of which the Leased Premises are a part, or (4) the areas adjacent to, or near, Lessor's property but which affects Lessor's property or other residents, occupants or guests on or at the Lessor's property, or which affects the neighbors or the public, and which:

- Harms or injures any person, whether bodily or emotionally, or which damages the property of any person;
 - Threatens to harm or injure any person, whether bodily or emotionally, or threatens to damage the property of any person;
 - Places any person in reasonable fear of bodily or emotional harm or injury or in reasonable fear of damage to his property;
 - Interferes with the Landlord's management of the Building or the Landlord's property or with the Landlord's employees or contractors at the Building, common and public areas associated with the premises;
 - Creates, causes, or participates in any disturbance, interferes with the quiet enjoyment of other tenants and/or occupants and their guests or invitees, creates or causes or participates in the making of any unreasonable noises or interferences with other tenants, occupants or their guests or invitees;
 - Misuses, damages or destroys or results in the damage or destruction of the property of another person or any of the Landlord's property including, but not limited to, the landscaping, fences, trees, lawns, flowers, appliances, washing machines, dryers, oil burners, heaters, ventilation and heating system, walls, floors, carpets, doors or windows;
 - Constitutes any violation or crime, whether a felony, misdemeanor of the city, state or federal government or any local, state or federal authority.
2. Lessee shall not permit the accumulation of garbage, waste, trash, refuse or litter in or on the Leased Premises or outside of apartment/unit/house on lawns, at or by doorways, entryways or windows of the Leased Premises;
 3. Lessee shall not permit the Leased Premises to be in a dirty, unclean or unsanitary manner; nor shall Lessee (or any guest or invitee) violate the Sanitary Code or causes the Leased Premises or Building to be in violation of the State Sanitary Code; Lessee shall not be issued any citation by the Board of Health for violations of the State Sanitary Code;
 4. Lessee shall not permit the drinking, using or carrying open bottles of alcoholic beverages on or in the common areas or other areas open to the public including without limiting the generality of the foregoing, the parking areas, hallways, lawns, walkways, grounds, or common rooms or any portion of the property owned by the Landlord including the common areas of the Building;
 5. Lessee shall not permit chronic late payment of the rent which. "Chronic late payment" means payment of the rent after the due date more than four (4) times in any 12 month period unless the Landlord has specifically and in writing approved a payment plan;
 6. Lessee shall not allow any mammal or reptile or bird on, at, or in the Leased Premises without the written consent of the Landlord expressly given for a specifically described animal, and, if such consent is given, behavior by the animal or conduct of the Lessee, Lessee's household member or occupant of the premises in relation to the animal which results in animal waste, smells, noises or threatening behavior of the animal at the Leased Premises or the failure to keep clean and free of animal waste and feces, the yard or other common or public areas associated with the Leased Premises shall result in the automatic revocation of such consent and be deemed a breach of this Lease;
 7. Lessee shall not permit the occurrence or commission of any crime, felony, misdemeanor or violation, in, on or at the Leased Premises or Building;
 8. Lessee shall not permit the use, possession or sale of any unlawful drug or substance on, in or at the Leased Premises or Building;
 9. Lessee shall not permit any pattern of behavior consistent with the use, distribution or sale of unlawful substances or drugs or the occurrence of disturbing behaviors including but not limited to frequent presence of visitors staying for very brief periods; or the presence of visitors who are noisy or causing disturbances in the Building; or, frequent police appearances at the Leased Premises whether or not in response to complaints of other occupants for conduct occurring within the Leased Premises or the common areas. For purposes of this last occurrence, "frequent police appearances" shall mean the

arrival of the police at the Leased Premises to investigate or check out what is happening therein or in response to a complaint from any person more than three times in any 12 month period;

10. Lessee shall not permit conduct which is verbally or physically insulting, demeaning, degrading, threatening, vulgar or offensive, or, conduct which is often rude to the Landlord, Landlord's employees, or agents or to other occupants of the Building or their guests or invitees;
11. No water beds are allowed;
12. No pools in any form or size are to be used in any of the common areas including the parking lot at any time;
13. All furniture must be placed on protective mats, cups or felt pads so as not to damage floors;
14. Trash bags are to be kept inside the residence at all times or immediately disposed of in the dumpster. Trash bags are not allowed to be left in the hallways at any given time. Garbage must be completely sealed in its bag. Dumpster is for small household trash only;
15. No combustible fluids or other fire hazards shall be kept in bulk or exposed in the buildings;
16. No signs or placards may be posted in or about the building;
17. Residents are required to report any leaky faucets, running toilets, etc. to the rental office immediately. Otherwise the resident will be required to pay for damages resulting from the same. 24 maintenance is available;
18. No personal belongings may be placed in the halls, stairways or about the building, except in designated storage areas. These items include bicycles, play equipment, shoes, baby carriages and trash;
19. Any damage incurred by the resident, his guests, movers, or employees carrying articles in or out of through the halls and entrance ways, shall be paid for by the resident;
20. No BBQ grilling or grilling of any kind is permitted on the balcony or Leased Premises;
21. No live Christmas trees are permitted in the apartments. Artificial trees are allowed;
22. Resident is responsible and will be held liable and accountable for the action or actions of their guest(s);
23. No non-operating or unregistered vehicles are to be parked on the premises. Vehicles will be towed at the vehicle owner's expense;
24. No auto repairs are to be performed on the Property.

APPLICATION INSTRUCTIONS

PLEASE PRINT ALL INFORMATION CLEARLY

To apply for Lex Court Affordable Rental Housing, located at 480 Wareham Street, Middleboro, an applicant must submit a fully completed & signed Application Package to Middleborough Housing Authority.

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 person(s) with disabilities equal opportunity to use and enjoy the housing.

Complete Application Package:

A complete Application Package shall consist of the following:

- A completed and signed Application Form
- A signed General Authorization for Release of Information Form
- All Required Documentation listed in the Application Checklist

The following section provides guidance in completing and submitting an eligible application.

Applicants are strongly urged to contact Middleborough Housing Authority for guidance if there are any requirements you do not understand. Middleborough Housing Authority can be reached by phone at 508-947-3824, by fax to 508.947.6393, by e-mail to housing@middleboroha.org or by TTY to 711

Instructions:

Application Form – Page 1

Part 1 of the application form collects information about the Applicant Household. Please provide the requested information. Applicant is the Head of Household. Co-Applicant is the spouse/partner or co-owner (another name on the lease for the unit). Additional Household members include every person who will live in the affordable home as a member of the household, including children. Family members must provide documentation that they have been a part of the household for the past year. Social Security numbers and birthdates are required for each household member. Describe the relationship to the Applicant for each household member (for example: Wife, Son, Daughter, Mother, Nephew, etc.).

Part 2 of the application captures income data for the applicant household. Please fill in the requested information in the appropriate spaces. A section for the full-time occupation and income for the applicant and co-applicant is provided, as well as an additional section, to capture additional income from part-time jobs, alimony, child support, disability, retirement or investment income, etc. You must provide documentation of all income (see the application form and the checklist at the end for guidance). Please provide documentation that is current with the application date (most recent time period). Should you have any questions, please contact the Middleborough Housing Authority for guidance before submitting your application.

Part 3 of the application captures information about household assets. Assets include liquid assets such as cash in savings and checking accounts, real estate owned, investment accounts (stocks, bonds, mutual funds, etc.). You must include all retirement accounts. Please indicate in whose name(s) each account is held and name of the bank or brokerage. If it is an interest-bearing account (such as a savings account), show the interest rate (example: if your savings account pays 2.5% interest, list 2.5 in the column for interest rate). The current balance should include the principal balance (or value if a non-cash asset) as of the most recent statement. Please include documentation as outlined in the application package and checklist.

Part 4 of the application should be filled out regarding members of the applicant household who are over 18 years of age and registered as a full-time student(s) in a school or college. Please include a letter from the educational institution showing that the household member is a full-time student(s), and the anticipated graduation date(s).

Part 5 of the application form captures information relative to the Local Selection Preference. Please check box if you request a local preference. A household is eligible for the local preference if the household currently resides in the community, is employed in the community, has a bone fide offer of employment in the community or has a child in the school system. You must provide documentation of residency, employment and/or school.

Part 6 of the application is optional and designed to capture racial data on applicant households.

Part 7 of the application captures information related to your present and or previous housing. Please fill in the requested information in the appropriate spaces. Please check whether your present housing receives state or federal subsidy. This includes Section 8 Housing Choice Voucher program, Massachusetts Rental Voucher Program (MRVP), Veterans Assistance Supportive Housing (VASH), project-based subsidy, etc. Please check whether you have owned any real estate in the past two years. Please provide documentation such as real estate tax bills, sale documents, etc.

Part 8 of the application is for signatures and certifications by the Applicant and Co- Applicant. Please read the certification statement and sign this page.

General Authorization for Release of Information Form

All household members over the age of 18 must sign and date this form. This form will be used to verify information provided with the application.

- The Developer and the Agent do not discriminate on the basis of race, color, disability, religion, sex, familial status, or public assistance.
- Co-signers or guarantors are not allowed.
- Individuals or their families related to the Developer or with a financial interest in the project are prohibited from applying.

LEX COURT APARTMENTS

APPLICATION CHECKLIST

(This page is for your convenience only & is not required for submittal with application)

ENCLOSURES REQUIRED: (Do not enclose originals – **COPIES ONLY**)

- _____ Signed Application.
- _____ Copy of birth certificate and Social Security card
- _____ If an adult member of the applicant household is a full-time student, a letter from the school or college stating enrollment status and anticipated date of graduation.
- _____ Proof of Wage Income: 5 most recent pay stubs OR salary verification letter on employer's stationary, signed by an authorized individual. Salary verification must be submitted for each job and each household member.
- _____ Proof of Social Security, Disability, SSI, TAFDC, Veterans Benefits, Unemployment Compensation or other government benefits in the form of a letter from the appropriate agency for each member of household.
- _____ Verification of need of an accessible unit (Doctor's note or equivalent)
- _____ Proof of local residency, local employment or student status
- _____ Complete Tax Returns **for the past three years**, including W2's, 1099's, all Schedules and other attachments for each member of the applicants' household. If you filed electronically and did not retain copies, please visit the IRS at irs.gov and request copies. You must sign and date these copies. Use the current date.
- _____ For Self-Employment income, submit Income and Expense data certified by an independent accountant for the past two quarters.
- _____ Documentation of all Assets owned by any members of the Applicant household; documentation must include valuation. This includes the value of real estate owned; investments such as stocks and bonds or mutual funds accounts, and Certificates of Deposit.
- _____ Copies of savings and checking and other investment account statements. Submit the 3 most recent statements for each account held by each member of the applicant household.
- _____ Evidence of funds available for lease deposits – this may be identified from savings or a signed and notarized gift letter from a person or organization providing funds.

Lex Court, 480 Wareham Street Middleboro, MA

APPLICATION

PLEASE PRINT ALL INFORMATION CLEARLY

APPLYING for: (applicant may check all categories for which they qualify)

One (1) Bedroom

Accessible Unit

Accessible unit Are you, or a member of your household, in need of an accessible unit? **YES**___ **NO**___
 (This is defined as persons with a physical or mental disability that meet standards established by the state laws for disabled housing) *Verification of need of an accessible unit must be provided in the form of a Doctor's note or equivalent.*

Part 1 - Applicant Information

Applicant Name	Mr./Mrs	First Name	Last Name

CO- Applicant's Name	Mr./Mrs	First Name	Last Name
Applicants Address	Street/Apt. #/ PO Box		
	City	State	Zip

Applicants Mailing Address			
	Street/Apt. #/ PO Box		
	City	State	Zip

Phone/Email	Home Phone	Cell Phone	Email

Household Members (List all household members, regardless of age, who will occupy the affordable unit)

Name	Relationship	Date of Birth	Social Security #
	Applicant		
	Co-Applicant		

List Addresses for each Adult Household Member for the last five (5) years in reverse order.

1. Name of Primary Leaseholder _____

Address _____ Apt# _____ Date from _____ To _____

City _____ State _____ Zip _____

Landlord Name _____ Phone _____

Landlord Address _____ City _____ State _____ Zip _____

Did this landlord bring any court action against the leaseholder or you? Yes _____ No _____

Did this landlord return your security deposit? Yes _____ No _____

2. Name of Primary Leaseholder _____

Address _____ Apt# _____ Date from _____ To _____

City _____ State _____ Zip _____

Landlord Name _____ Phone _____

Landlord Address _____ City _____ State _____ Zip _____

Did this landlord bring any court action against the leaseholder or you? Yes _____ No _____

Did this landlord return your security deposit? Yes _____ No _____

3. Name of Primary Leaseholder _____

Address _____ Apt# _____ Date from _____ To _____

City _____ State _____ Zip _____

Landlord Name _____ Phone _____

Landlord Address _____ City _____ State _____ Zip _____

Did this landlord bring any court action against the leaseholder or you? Yes _____ No _____

Did this landlord return your security deposit? Yes _____ No _____

Part II (A) – Applicant’s Household Income

Applicant's Full Time Occupation

Employer Name: _____

Employer Address: _____
Street City/Town State Zip code

Supervisor: _____
Name Phone # Ext. #

Total Income before any deductions:

If paid Weekly (attach 5 most recent pay stubs)	\$ Period #1	\$ Period #2	\$ Period #3	\$ Period #4	\$ Period #5
If Paid Bi-Weekly (attach 3 most recent pay stubs)	\$ Period #1	\$ Period #2	\$ Period #3		
If paid Monthly (attach 2 most recent income stubs/ documentation)	\$ Period #1	\$ Period #2			

Applicant's Total Gross Income

Part II (B) - Co-Applicants Household Income

Co- Applicant's Full Time Occupation

Employer Name: _____

Employer Address: _____
Street City/Town State Zip code

Supervisor: _____
Name Phone # Ext. #

Total Income before any deductions:

If paid Weekly (attach 5 most recent pay stubs)	\$ Period #1	\$ Period #2	\$ Period #3	\$ Period #4	\$ Period #5
If Paid Bi-Weekly (attach 3 most recent pay stubs)	\$ Period #1	\$ Period #2	\$ Period #3		
If paid Monthly (attach 2 most recent pay stubs)	\$ Period #1	\$ Period #2			

Co-Applicant's Total Gross Income

Part II (C) - Other Household Income

(ie self employed, child support, alimony, periodic payments from family/friends, SS, SSI, SSDI, pension, retirement, unemployment, workers compensation, interest income, any other income)

Household Member	Type of Income	Monthly Gross Amount

Part III - Asset Income

(ie checking accounts, savings accounts, CD's, IRA's, real estate, etc.)

Name on Account	Bank/Brokerage Name	Account Type/Interest Rate	Balance
			\$
			\$
			\$
			\$
			\$
			\$
			\$
		Total Assets	\$

PART IV - Adult Full Time Students

Is any member of the Applicants Household over 18 years a full-time student? Yes _____ No _____

If yes, list name of full- time students (s) and school attending:

Name	School

***Attach a letter from each school verifying the student is enrolled full-time**

Part V- Local Preference

CHECK IF APPLYING for:

Local Preference (live, work, have a bona fide employment offer or child in Middleborough schools.

1. **Current residents must provide documentation of residency such as rent receipts, utility bills, street listing or voter registration.**

Name	Current address	Date from	Date to

2. **Applicants that work in Middleborough must provide documentation of employment such as the last 5 most recent pay stubs**

Household member	Current employer	Employer's address	Employer's phone #
			Hire date

3. **Applicants that have been hired to work in Middleborough must provide documentation of employment such as a letter from employer stating start date**

Household member	Employer	Employer's address	Employer's phone #
			Hire date

4. **Applicants that have a child in the Middleborough school system must provide documentation of status such as a letter from the school**

Child's Name	School Name	Date from	Date to

Part VI - Minority Information of Applicant's Household

* Optional: Please check the appropriate Race Category for each Household Member

Household Member	Native American/Alaskan	Native Hawaiian/Pacific Islander	African American	Hispanic/Latino	White/ Non-Minority	Other/ Non-White

If yes to either question, type of property: _____

Location of property: _____

Appraised Market Value: \$ _____

Mortgage or outstanding loans balance due: \$ _____

Part VII – Housing Information

Section 8 or similar housing subsidy (circle yes or no): Do you currently have a Section 8 or MRVP Voucher (or any other similar state or federal housing subsidy)? **YES** _____ **NO** _____
 If yes, from which Housing Authority /Agency is your voucher issued? _____

Real Estate: Do you, or anyone on this application, own any property, including a home in the name of a trust or have owned property in the past 3 years including a home in the name of a trust?
YES _____ **NO** _____

Are you, or anyone on this application, entitled to receive any amount of money from the sale of any property? (currently or through an upcoming court settlement) **YES** _____ **NO** _____

Part VIII - Certification

I/We certify that the information contained in this application is true and accurate to the best of my/our knowledge.

I/We understand that only applications that are complete and eligible under the guidelines and contain all necessary documentation and certifications will be entered into the lottery.

Applicant Signature: _____ Date: _____

Co-Applicant Signature: _____ Date: _____

Additional Family Member Signature: _____ Date: _____

Received by Lottery Agent:

Date	Time	Received by Deadline	MHA Signature

The information given in this application will be used to check that you are income qualified to be given an *opportunity* to lease an affordable unit in the Town of Middleborough as part of this program. Eligibility for an affordable unit does not guarantee you a unit.

THIS IS NOT A LEASE APPLICATION.

**Middleborough Housing
 Authority
 8 Benton Street
 Middleboro, MA 02346**

General Authorization for Release of Information

Lex Court Apartments 480 Wareham Street Middleboro, MA Rental Units

I/We hereby authorize the Middleborough Housing Authority to verify any and all income, assets and other financial information. I/we direct any employer, landlord, or financial institution to release any information to the Middleborough Housing Authority for the purpose of determining income eligibility for Lex Court affordable units in Middleboro, MA. Any information released will be kept confidential.

Applicant Signature	last 4 digits of SS#	Date
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Co-Applicant Signature	last 4 digits of SS#	Date
------------------------	----------------------	------

OR

Additional Family Member	last 4 digits of SS#	Date
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General Authorization for Release of Information Form

All household members over the age of 18 must sign and date this form. This form will be used to verify information provided with the application.

This authorization is valid for a period of one year from the date noted above.