**QUALIFIED FAMILY MEMBER RESTRICTION**

1. **Mandatory Deed provisions-** Sections to appear in Master Deed. Formatting to complement formatting of docs:

i. Approval of Secondary Residential Lot Special Permit dated \_\_\_\_\_\_\_\_\_\_\_, recorded with Nantucket Deeds in Book \_\_\_\_\_, Page \_\_\_.

ii. A Qualified Family Deed Restriction, hereby imposed upon said Lot \_\_\_\_\_\_\_, pursuant to the terms of the Qualified Family Deed Restriction Rider attached hereto, and made a part hereof.

1. **Deed Rider**

**QUALIFIED FAMILY MEMBER RESTRICTION**

**DEED RIDER**

This Qualified Family Member Restriction Deed Rider is attached to and made part thereof that certain deed from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Owner”) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Qualified Family Member”) of Lot \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , Nantucket, Massachusetts (the “Secondary Lot, as of this

\_\_\_\_ day of \_\_\_\_\_\_, 2022.

**RECITALS**

WHEREAS, the Owners are the owners of the land located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Nantucket, Massachusetts shown as Lot \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on a plan of land recorded with Nantucket County Registry of Deeds on Plan No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Property”) by virtue of a Deed recorded with Nantucket County Registry of Deeds in Book \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Page \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

WHEREAS, the Owners wish to create a secondary lot pursuant to the provisions of the Town of Nantucket Zoning By-Law, §139-8C for occupancy by a qualified family member as defined in §139-2 of the By-law;

WHEREAS, the Nantucket Planning Board granted to Owners a Special Permit for a Secondary Residential Lot dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, PB File #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Said Special Permit decision is recorded with Nantucket Deeds in Book \_\_\_, Page\_\_\_\_, and the Secondary Residential Lot is shown as Lot 2B-2 (the “Secondary Lot”)\_on a plan of land dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, prepared by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ recorded with said Deeds as Plan No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

WHEREAS, pursuant to the provisions of said Special Permit and Nantucket Zoning By-law §139-8C, the Owners agree to grant a Qualified Family Member Restriction (the “Restriction”) to the Nantucket Housing Authority, a duly organized body politic pursuant to G.L. Chapter 121B, having a usual place of business at 3 Manta Drive, Nantucket, Massachusetts 02554 (the “Grantee”) as the duly authorized agency designated by the Town of Nantucket to hold and enforce the restrictions in the Nantucket Housing Needs Covenant Program pursuant to Chapter 100-1 of the Town of Nantucket Code;

NOW THEREFORE, the Owner hereby grants to the Grantee and its successors, assigns, agents and designees the following Restriction on the Secondary Lot and the right by the same to enforce this Restriction the terms of which are as follows:

1. Restriction. The Secondary Lot shall be used for residential purposes and shall beowned and/or occupied by any of the Owners’ spouse, and/or their parent(s), grandparent(s), children, brother(s) and/or sister(s), each of whom are deemed to be a Qualified Family Member pursuant to the provisions of the Nantucket Zoning By-Law in effect as of the date hereof, and those persons deemed a Qualified Family Member pursuant to the terms of the Nantucket Zoning By-Law, as same may be amended from time to time. This restriction shall only be released by the Grantee at such time as a Nantucket Housing Needs Covenant Ownership Form is executed and recorded by the then owner of the Secondary Lot.
2. Duration. This Restriction shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants shall be deemed to be “other restrictions held by any governmental body,” pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend a time period for the enforceability of these restrictions, the Qualified Family Member hereby appoints the Grantee as its agent and attorney in fact to execute and record such notice and further agrees that Grantee shall execute and record such notice upon request. However, in the event that the Secondary Lot is to be conveyed to a third party who is not defined as a Qualified Family Member pursuant to §139-2 of the Zoning By-Law, then the Restriction shall only be released by the Town upon the recording of a Nantucket Housing Needs Covenant Form for the Secondary Lot with the Nantucket County Registry of Deeds.
3. Covenants to Run with the Secondary Lot. The Qualified Family Member and the Grantee intend, declare and covenant on behalf of themselves and their respective successors and assigns that the agreements, covenants and restrictions set forth herein shall run with the Secondary Lot, for the Duration of this Deed Rider and shall be binding upon any Secondary Lot Owner.
4. Enforcement. Without limitation on any other rights or remedies of the Grantee, its successors, assigns and designees, in the event of any violation of the provisions of this Deed Rider, the Grantee shall enforce this Deed pursuant to §100-6 of the Code. Furthermore, without limiting any available remedies or penalties, any person who submits false information in connection with any documentation required under the subprogram of the Nantucket Housing Needs Covenant Program, as a Qualified Family Member Restriction, may be punished by a fine of not more than $300. Each day or part thereof during which such violation occurs or continues shall constitute a separate offense. As an alternative to criminal prosecution or civil action which the Town of Nantucket may pursue, the Town of Nantucket may elect to utilize the non-criminal disposition pursuant to the procedure set forth in G.L. c. 40,§21D, and in §§1-3, 1-4, 1-5 and 1-6 of the Code of the Town of Nantucket with a penalty of $300 for each violation, each day or part thereof during which a violation occurs constituting a separate offense.

5. Certification of Qualified Family Member. The

Undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by virtue of his execution hereunder hereby certifies that \_\_\_\_\_\_ (he/she/they) \_\_\_\_\_\_ (is/are) a “Qualified Family Member” as defined in the Nantucket Zoning By-Law § 139-2 as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(eg they are children of the Owners).

6. Qualified Family Member Secondary Lot Owner Criteria

6.1 A Qualified Family Member shall maintain Occupancy in the dwelling on the Secondary Lot for not less than ten months for each consecutive twelve-month period, except when approved by the Grantee or its agent. Notwithstanding the foregoing, upon the death of a Secondary Lot owner, nothing herein shall act to prevent or prohibit the occupancy of the Secondary Lot by the spouse and/or children of the deceased Secondary Lot owner or as ordered by a probate court or other court of competent jurisdiction.

6.2 No Qualified Family Member, nor any other party, shall lease any Secondary Lot as a whole, but may permit a Lodger or Lodgers to occupy a portion of the dwelling on the Secondary Lot, subject to all local, state and federal statutes, rules regulations and ordinances applicable to such occupancy. Lodgers are prohibited from permitting any party to occupy any portion of any Secondary Lot.

6.3 Annually, following acquisition of the Secondary Lot, the Secondary Lot Owner shall comply with the Annual Recertification filing required by the Grantee for the Secondary Lot.

Executed and sealed on \_\_\_\_\_\_\_\_\_\_\_\_, 2022.

OWNERS:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this \_\_\_ day of \_\_\_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily, for its stated purpose.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission expires:

QUALIFIED FAMILY MEMBER;

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires:

**ACCEPTANCE BY NANTUCKET HOUSING AUTHORITY**

We, as a majority of the commissioners of the Nantucket Housing Authority, hereby accept and approve the foregoing Qualified Family Member Restriction Deed Rider

Dated: \_\_\_\_\_\_\_\_\_\_\_,2021

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss. \_\_\_\_\_\_\_,2021

Then personally appeared the above-named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being one of the commissioners of the Nantucket Housing Authority, and acknowledged the foregoing instrument to be \_\_\_\_ free act and deed, before me,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss. \_\_\_\_\_\_\_,2021

Then personally appeared the above-named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being one of the commissioners of the Nantucket Housing Authority, and acknowledged the foregoing instrument to be \_\_\_\_ free act and deed, before me,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss. \_\_\_\_\_\_\_,2021

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

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COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss. \_\_\_\_\_\_\_,2021

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss. \_\_\_\_\_\_\_,2021

Then personally appeared the above-named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being one of the commissioners of the Nantucket Housing Authority, and acknowledged the foregoing instrument to be \_\_\_\_ free act and deed, before me,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission expires: