

TOWN OF CHELMSFORD, MASSACHUSETTS

LIMITED ACCESSORY APARTMENT USE RESTRICTIONS

THIS USE RESTRICTION (this “Restriction”) is executed this _____ day of _____, 201__, by _____, hereinafter referred to as the “Owner,” the owner of the property located at _____, Chelmsford, Massachusetts, and described more particularly in a deed recorded with the Middlesex North District Registry of Deeds (the “Registry”) in Book _____, Page _____ (the “Property”).

WHEREAS, there is a single-family dwelling on the Property (the “Principal Dwelling Unit”);

WHEREAS, the Owner has applied to the Town of Chelmsford (the “Town”) and received a building permit from the Building Inspector and/or a special permit from the Board of Appeals, if required (the “Approval”), allowing the Owner to maintain a Limited Accessory Apartment (defined in Section 195-6.1 of the Town of Chelmsford’s Zoning Bylaw, as the same may be amended from time to time, a “LAA”) within the Principal Dwelling Unit, in accordance with Section 195-6.1 of said Zoning Bylaw;

WHEREAS, as a condition of the Approval of the LAA, the Owner is required by the provisions of Section 196-6.1 of the Zoning Bylaw to impose on the Property certain restrictions on the use of the Property;

NOW, THEREFORE, the Owner hereby agrees as follows:

1. Restrictions. The Owner hereby declares and imposes the following restrictions on the Property:
 - (a) The Owner shall occupy the Principal Dwelling;
 - (b) The LAA shall be occupied only by extended family members in accordance with the provisions of said Section 195.6.1 of the Chelmsford Zoning Bylaw, and shall not be occupied by or rented to others;
 - (c) The Principal Dwelling Unit must remain a single-family residence;
 - (d) No more than one (1) LAA shall be permitted on the Property; and
 - (e) The LAA shall not be occupied by more than two (2) persons.

2. Termination of Approval. The Approval of the LAA shall terminate in the event that:
 - (a) The Property is sold or otherwise transferred, voluntarily or involuntarily, and the new owner fails to file a new application with the Town’s Building Inspector, requesting a new Approval of the LLA, within thirty (30) days from the date the deed or other instrument conveying the Property to the new owner is recorded with said Deeds, and the Building Inspector grants such Approval, as evidenced by a new Restriction signed by the new owners and recorded with the Registry at the new owner’s expense;

- (b) the Building Inspector informs the Owner of a violation of the restrictions contained herein and the Owner fails to cure the same within thirty (30) days from the receipt of said notice; or
- (c) the Owner informs the Building Inspector that the LAA has or will be voluntarily discontinued. The Town may, but shall not be obligated, to record with said Deeds a notice of termination of the Approval, at the Owner's expense. Upon the termination of the Approval, no LAA shall be permitted on the Property.
3. Enforcement. The Town, acting by and through its Building Inspector, shall have the right to enforce this Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring the demolition of any structure used in violation of this Restriction, it being agreed that the Town may have no adequate remedy at law, and this right shall be in addition to, and not limitation of, any other rights and remedies available to the Town. Such remedies shall be in addition to, and not in lieu of, any remedies or fines permitted under the Zoning Bylaws.
 4. Right of Access. The Town, acting by and through its Building Inspector, shall have a right to enter the Property, including the Principal Dwelling Unit and the LAA at any time and from time to time on at least forty-eight (48) hours prior notice, which may be oral notice, with or without court order, for the purposes of inspecting compliance with the terms of this Restriction, and taking any and all action as may be necessary or appropriate, to remedy, abate or otherwise enforce any violation hereof.
 5. Reimbursement. The Owner, on behalf of the Owner and the Owner's heirs, successors and assigns, covenants and agrees to reimburse the Town for all reasonable costs and expenses (including without limitation reasonable court costs, professional services, counsel and legal fees) incurred in enforcing this Restriction or in remedying or abating any violation thereof, provided that a violation of this Restriction is acknowledged by the Owner or determined by a court of appropriate jurisdiction. .
 6. Term. The Approval shall continue in effect so long as the LAA shall remain on the Property unless the LAA is voluntarily discontinued or the Approval is terminated as provided in Section 2.
 7. Notice to New Owners. The Owner hereby agrees to inform prospective purchasers or other transferee's of the Property of this Restriction.
 8. Recordation. The Owner shall record this Restriction with the Middlesex North District Registry of Deeds and provide the Building Inspector with a copy of the recorded Restriction within ten (10) days of the execution thereof.
 9. No Liability; Waiver. The Town, by its acceptance of this Restriction, does not undertake any liability or obligation relating to the conditions of the Property. Any election by the Town as to the manner and timing of its rights to enforce this

Restriction or otherwise exercise its rights herein shall not be deemed or construed to be a waiver of such rights.

10. Amendment and Release. This Restriction may be amended or released only upon the written acknowledgment of such amendment or release executed by the Owner and the Town, acting by its Building Inspector.
11. This Restriction shall become effective when it has recorded with the Middlesex North District Registry of Deeds.

Executed under seal as of this _____ day of _____, 2012.

Owner's Name (s) _____

Owner's Signature (s) _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 20____, 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 document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Notary Public

My commission expires: