

DOCUMENTATION OF ELIGIBILITY FOR CERTIFICATE OF AFFORDABLE HOUSING COMPLETION

Project Name and Address

Clark Estates

Franks Way

South Windsor, CT 06074

Projects Owner's Name and Address

Mannarino Builders, Inc.

400 Chapel Road, Unit 3-F

South Windsor, CT 06074

Person or Entity Responsible for Compliance

Town of South Windsor Human Services Department

150 Nevers Road

South Windsor, CT 06074

Description of Project: 4 Affordable Single Family Houses - 80% Median Income

This project was approved under the Designed Residence Zone category (regulation included).
The developer was required to create an affordability plan for the 40 year deed restricted units.

Included in this summary is:

Original approval letter

Affordability Plan

Copies of deeds

Designed Residence Zone Regulation



Town of South Windsor

1540 SULLIVAN AVENUE • SOUTH WINDSOR, CT 06074
TELEPHONE (860) 644-2511

July 10, 2014

CERTIFIED MAIL 7011 1570 0000 6337 0962

Mr. Robert Mannarino
Mannarino Builders, Inc.
400 Chapel Road, Unit 3-F
South Windsor, CT 06074

Dear Mr. Mannarino:

Re: Appl. 14-32P, Clark Estates Special Exception / Site Plan of Development,

We are pleased to advise you that the Planning & Zoning Commission voted on July 8, 2014 to approve with modifications the above referenced application for a special exception to Section 3.3 and a Site Plan of Development.

This approval is for an 18 unit development to be known as 'Clark Estates' on property located on the easterly side of Clark Street, approx. 380 feet south of Pleasant Valley Road, Designed Residence zone, as shown on plans prepared by Alford Associates, Inc., dated February 26, 2014 as revised. This approval is subject to the following modifications:

1. Prior to commencement of any site work, a meeting must be held with Town Staff.
 2. No building permit will be issued until the final mylars have been filed in the Town Clerk's office.
 3. This application is subject to the conditions of approval of the Inland Wetlands Agency/Conservation Commission, including bonds in the amount of \$15,000 for erosion and sedimentation control and \$10,000 for the establishment for storm structures.
 4. A landscape bond in the amount of \$10,000 is required and must be submitted prior to the issuance of a certificate of occupancy if work is not completed.
 5. All bonds must be in one of the forms described in the enclosed Bond Policy.
 6. An as-built plan is required prior to issuance of a Certificate of Occupancy per Section 9.1.3 of the Zoning Regulations.
 7. All plans used in the field by the developer must bear the stamp and authorized signature of the Town of South Windsor.
 8. This approval does not constitute approval of the sanitary sewer, which can only be granted by the Water Pollution Control Authority.
- The building street number must be included on the final plan.

10. Pavement markings must be maintained in good condition throughout the site drives and parking areas.
11. All free standing signs and/or building signs require the issuance of a sign permit before they are erected.
12. If a State Traffic Commission certificate is required, no building permits will be issued until the certificate has been issued (per CGS §14-311).
13. No site work will can commence until an Affordability Plan for the four affordable units has been submitted and approved by the Town Attorney.
14. Engineering comments dated 6/19/14 must be incorporated into the final plans.
15. Along the Clark Street frontage, there shall be a four foot concrete sidewalk; the area behind the sidewalk shall be graded an additional six feet to accommodate a future multi-use path.

Black and white transparent mylar of sheet Key Map 1 with the above modifications, together with three blueprint copies of the entire set of plans must be submitted to this Commission within 30 days to be stamped and signed. The letters of approval of this Commission must be reproduced on the mylar. After the mylar has been signed by the Commission, they will be returned to you for filing in the Office of the Town Clerk. After filing these plans, a copy of the receipt must be submitted to the Planning Department.

The attached Special Exception form must be completed and filed in the Town Clerk's office. The special exception will take effect upon filing.

Sincerely,

A handwritten signature in black ink, appearing to read "Bart Pacekonis", followed by a circular stamp or mark.

Bart Pacekonis, Chairman
Planning and Zoning Commission

BP/llz

cc: Town Engineer
Chief Building Official
Assessor
Superintendent of Pollution Control
Fire Marshal
Superintendent of Schools

The special exception will take effect upon filing of this form.

, Bart Pacekonis, Chairman of the South Windsor Planning & Zoning Commission, hereby certify that on July 8, 2014 the Planning and Zoning Commission granted to Mannarino Builders Inc., a Special Exception to Section 3.3 of the Zoning Regulations to allow an 18 unit development to be known as 'Clark Estates', on property located on the easterly side of Clark Street, approx. 380 feet south of Pleasant Valley Road, Designed Residence zone, as shown on plans prepared by Alford Associates, Inc., dated February 26, 2014 as revised.

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The special exception will take effect upon filing of this form.

GIS Pin 2040R004

Property Description:

Those certain pieces or parcels of land, with all improvements thereon, located in the Town of South Windsor, County of Hartford and State of Connecticut, being more particularly bounded and described as follows:

- FIRST PIECE:** Bounded: Being on the Southeasterly side of Clark Street –
- NORTHEASTERLY: by the land owned now or formerly by First Wisconsin National Bank of Milwaukee;
- SOUTHEASTERLY: by land owned now or formerly by the First Wisconsin National Bank of Milwaukee;
- SOUTHWESTERLY: by land owned now or formerly of First Wisconsin National Bank of Milwaukee, and by land owned now or formerly of the Hartford Electric Light Company, in part by each; and
- NORTHWESTERLY: by Clark Street, so-called.
- SECOND PIECE:** Bounded:
- NORTHEASTERLY: by land owned now or formerly by Barrington Associates;
- SOUTHEASTERLY: by land owned now or formerly by the Hartford Electric Light Company;
- SOUTHWESTERLY: by land owned now or formerly by Pleasant Valley Realty, Inc.; and
- NORTHWESTERLY: by land owned now or formerly by Barrington Associates.
- THIRD PIECE:** Bounded:
- NORTHEASTERLY: by Pleasant Valley Road and by other land owned now or formerly of Alexander Marouski and land owned now or formerly by Amelia Marouski and Ann Pilkin, in part by each;
- SOUTHEASTERLY: by said land owned now or formerly by Amelia Marouski and Ann Pilkin, by land owned now or formerly by Alexander Marouski and by Clark Street, in part by each;
- SOUTHWESTERLY: by land owned now or formerly by Alexander Marouski and land owned now or formerly by Pleasant Valley Realty, Inc., in part by each; and
- NORTHWESTERLY: by land owned now or formerly of the Hartford Electric Light Company.

Pieces First, Second and Third being a portion of the premises described in Probate Certificate of Devise, Descent or Distribution, Estate of Alex Marouski, a/k/a Alex F. Marouski, recorded in Volume 357, Page 251 of the South Windsor Land Records.

FOURTH PIECE: Bounded: on the westerly side of Clark Street

Beginning at a point on the Westerly line of Clark Street, which point is three hundred and thirty (330) feet south of the center line of Pleasant Valley Road, as measured along said Westerly line of Clark Street; thence turning in a line which makes a 90° angle with the Westerly line of Clark Street and running in a Westerly direction, a distance of two hundred (200) feet to a point; thence turning and running in a Southerly direction in a line parallel with the westerly line of Clark Street, a distance of one hundred and twenty-five (125) feet to a point; thence turning and running in an Easterly direction in a line parallel to the first described line, a distance of two hundred (200) feet to a point on the Westerly line of Clark Street; thence turning and running in a Northerly direction along the Westerly line of Clark Street, a distance of one hundred and twenty-five (125) feet to a point of beginning.

EXCEPTING THEREFROM a certain piece or parcel of land with all improvements situated in the Town of South Windsor, County of Hartford and State of Connecticut, known as 175 Clark Street and also known as Lot #3 on a map or plan entitled: "PROPERTY OF ANTHONY P. MAROUSKY CLARK STREET SOUTH WINDSOR CONN SCALE 1"=40' SEPTEMBER, 1986 REVISED 2-25-87" certified substantially correct by John Connelly a registered Land Surveyor, which map or plan is on file with the Town Clerk in the said Town of South Windsor to which reference may be had.

Said Lot #3 is more particularly bounded and described as follows:

NORTHERLY: by Lots #4 and #5 as shown on said map, in part by each, in all, a distance of 397.37 feet;

EASTERLY: by Clark Street, a distance of 237.74 feet;

SOUTHERLY: by Lot #2, as shown on said map, a distance of 366.81 feet; and

WESTERLY: by land now or formerly of the Hartford Electric Light Company a distance of 111.27 feet; and

NORTHWESTERLY: by land now or formerly of the Hartford Electric Light Company a distance of 138.09 feet.

Said Lot #3 contains 2.17 Acres, 94,599 S.F.

OWNER OF RECORD: Richard A. Marouski, Sr.

Dated at South Windsor, Connecticut this 10th day of July, 2014.
In accordance with CGS Section 8-3d

Bart Pacekonis, (S)

Chairman Bart Pacekonis
Planning & Zoning Commission

Received for record this _____ day of _____, 200____, at

South Windsor, Connecticut

ATTEST:

HOUSING AFFORDABILITY PLAN

INTRODUCTION

Mannarino Builders, Inc., a Connecticut corporation with offices in South Windsor, Connecticut (the "Developer") submits this "Affordability Plan" to the Town of South Windsor Planning Department in conjunction with its development of 18 units of single family residential housing to be constructed within the common interest community format as a planned community to be known as "Clark Estates a Planned Community" (the "Planned Community"). The Planned Community is currently in the course of site construction and the Developer intends to commence the marketing and construction of the residential family units in the near future. The Planned Community is located on the easterly side of Clark Street, in the Town of South Windsor, on 6.16 acres of land (the "Property").

Under this Affordability Plan, 4 of the 18 single family residential housing units within the Planned Community will be designated as "Housing Opportunity Units," meaning that all such units will be affordable to individuals or families earning eighty percent (80%) or less of the median income for the Town of South Windsor or eighty percent (80%) of the median income for the Greater Hartford Area, whichever is less (referred sometimes hereinafter as "Affordable Housing Opportunity Applicant" or "Affordable Housing Opportunity Applicants"). The Housing Opportunity Units will be maintained as such for no less than 40 years (the "Affordability Period"). Because the information regarding median incomes for the foregoing respective determination areas are updated periodically, the actual maximum purchase price will be calculated at the time of purchase.

This Affordability Plan describes how the affordable housing component of this Planned Community will be administered.

I. Units Designated For Housing Opportunity within the Planned Community.

As stated previously herein the Developer will be designating 4 of the 18 residential housing units within the Planned Community as Housing Opportunity Units in accordance with the Affordability Plan. A qualified Affordable Housing Opportunity Applicant will have the option of selecting the residential structure style from the Developer's offering of housing structure styles. The 4 Housing Opportunity Units will be located throughout the Planned Community so as to be indistinguishable when viewed from the exterior from the other housing units in the Planned Community. Each Housing Opportunity Unit shall only be used by the Affordable Housing Opportunity Applicants as their primary residence and only as a single-family residence. At the time of the sale of the Housing Opportunity Unit from the Developer to the Affordable Housing Opportunity Applicant, the deed of conveyance of title will be subject to the affordability provisions of the Affordability Plan for the entire duration of the Affordability Period, all of which shall be contained in a restrictive covenant within the body of the deed of conveyance of title. During the Affordability Period a Housing Affordability Unit may only be sold at a price that, and to a new owner who, qualify for such housing under the provisions of the

affordability Plan. In reference to the foregoing the Town shall have the right to withhold certificates of occupancy unless issued certificates of occupancy meet affordability ratio approved by the Planning and Zoning Commission

II. Forty (40) Year Period.

As stated previously, the Housing Opportunity Units shall be designated as affordable housing units for no less than forty (40) years. The forty (40) year Affordability Period shall be calculated separately for each Housing Opportunity Unit, and the housing affordability period shall commence on the date of closing of title to the Housing Opportunity Unit.

III. Nature of Construction of Housing Opportunity Units and Market-Rate Units.

Within this Planned Community, Housing Opportunity Units shall be constructed in accordance with the final plans approved by the Town of South Windsor Planning Department. Housing Opportunity Units shall be comparable in size to market rate units of the same standard style offered to all other housing units of that style in the Planned Community. As stated previously the Affordable Housing Opportunity Applicant of a Housing Opportunity Unit will have the option of selecting any of the home styles being offered to all purchasers of units in the Planned Community which will be the same standard amenity/features, exclusive of size and style, provided to all purchasers.

IV. Entity Responsible for Administration and Compliance.

This Affordability Plan will be administered by Developer or its successors and assigns ("Administrator"). The Administrator shall submit a written status report to the Town Zoning Commission on compliance with this Affordability Plan annually, every 12 months following the commencement of marketing and construction of the housing units within the Planned Community until the time that the Developer has completed the selling and constructing all housing units and has completed all other aspects of the Planned Community. The role of Administrator may be transferred or assigned to another entity, provided that such entity has the experience and qualifications to administer this Plan. Developer or its successors will provide written notice to the Town Zoning Commission no less than 30 days before any assignment of the role of Administrator.

V. Affirmative Fair Housing Marketing Plan.

Pursuant to the provisions of Connecticut Fair Housing Act, C.G.S. §§ 46a-64c, the marketing and sale of Housing Opportunity Units shall be on an equal opportunity basis, and shall not discriminate against any Affordable Housing Opportunity Applicant based on race, creed, color, national origin, ancestry, sex, gender identity or expression, marital status, age, lawful source of income, familial status, learning disability or physical or mental disability.

All notices shall comply with the provision of the Connecticut Fair Housing Act C.G.S. § 46a-64c with respect to the sale of any Housing Opportunity Unit.

Where appropriate, the Developer shall be responsible for advertising the availability of the Housing Opportunity Units via The Hartford Courant and the Journal Inquirer in the manner consistent with the intended purpose of the before stated statutory provisions as applicable to the Planned Community. Depending on the success of the before stated program in attracting qualified buyers for the Housing Opportunity Units, the Developer may further advertise the availability of those units, as it deems appropriate to accomplish the goals of the Affordability Plan.

VI. Purchase Eligibility.

Eligibility of families or households to purchase a Housing Opportunity Unit in the Planned Community shall be determined by the Administrator in accordance with the Affordability Plan including Schedule A and Exhibits 1, 2, 3 and 4 thereto.

VII. Application Process.

A purchaser ("Applicant") seeking to purchase one of the Housing Opportunity Units must complete the application form on Schedule A and Exhibits 1, 2, 3 and 4 thereto, to determine eligibility. The application form and process shall comply with the Fair Housing Acts.

A. Application Form.

The application form shall be provided by the Administrator and shall include an income certification form. In general, income for purposes of determining an Applicant's qualification shall include the Applicant family's total anticipated income from all sources for the twelve (12) month period following the date the application is submitted ("Application Date"). In determining what is and is not to be included in the definition of family annual income the Administrator shall use the criteria set forth by HUD and listed on Exhibit 2 to Schedule A, attached.

B. Applicant Interview.

The Administrator shall interview an Applicant upon submission of the completed application. Specifically, the Administrator shall, during the interview, undertake the following:

1. Review with the Applicant all the information provided on the application.
2. Explain to the Applicant the requirements for eligibility, verification procedures, and the penalties for supplying false information.
3. Verify that all sources of family income and family assets have been listed in the application. Make clear that the term "family" includes all individuals who are to occupy the home, and that no relationship by blood or marriage is required.

4. Request the Applicant to sign the necessary release forms to be used in verifying income. Inform the Applicant of what verification and documentation must be provided before the application is deemed complete.
5. Inform the Applicant that a decision as to eligibility cannot be made until all items on the application have been verified.
6. Review with the Applicant the process and restrictions regarding resale.

C. *Verification of Applicant's Income.*

Where it is evident from the income certification form provided by the Applicant that the Applicant is not eligible, additional verification procedures shall not be necessary. For example, if the Applicant will not be able to qualify for mortgage financing sufficient (when taken into account with the Applicant's own financial resources and any other financial assistance confirmed to be available for the purchase of the Housing Opportunity Unit in question at the sales price determined in accordance with Exhibit 1 to Schedule A hereto) this would be a situation that would indicate that the Applicant is not eligible. If the Applicant appears to be eligible, the Administrator shall then require verification of the Applicant's reported income in accordance with the provisions of the Affordability Plan.

If applicable, the Applicant shall provide the documentation listed on Exhibit 3 to Schedule A, attached hereto, to the Administrator. This list is not exclusive, and the Administrator may require any other verification or documentation, as the Administrator deems necessary.

VIII. Maximum Purchase Price Amounts

Calculation of the maximum purchase price for a Housing Opportunity Unit shall utilize the lesser of the area median income data for the Town of South Windsor or the Greater Hartford Area median income as determined by the Capital Region Council of Governments ("CRCG") as in effect on the day a purchase and sale agreement has been executed by both Developer and Purchaser. See Exhibit 1 to Schedule A for the sales price calculation provisions of the Affordability Plan.

IX. Required Fees And Access To Amenities.

All Purchasers of Housing Opportunity Units shall have the same rights and privileges as Purchasers of market-rate units within the Planned Community, including access to and use of recreational and community amenities. Fees charged to Purchasers of Housing Opportunity Units shall not be set so as to cause such Purchasers to pay more than the maximum monthly payment as determined pursuant to Section VIII and Exhibit 1 to Schedule A.

X. Principal Residence.

Housing Opportunity Units shall be occupied only as a Purchaser's principal residence.

XI. Requirement to Maintain Condition.

All Housing Opportunity Unit purchasers are required to maintain their own units as all market rate purchasers maintain their units within the Planned Community.

XII. Change of Income or Qualifying Status of Affordable Housing Opportunity Applicant.

In the event that a Affordable Housing Opportunity Applicant's income changes so as to exceed the qualifying maximum, or if the Applicant otherwise becomes disqualified, such Affordable Housing Opportunity Applicant must provide notice to the Administrator within seven (7) days of the disqualification. Upon being determined to be disqualified by the Administrator, then such Affordable Housing Opportunity Applicant's purchase and sale agreement shall be rendered null and void, and then the Housing Opportunity Unit in question shall be placed back on the open market for sale to another qualified Affordable Housing Opportunity Applicant.

XIII. Enforcement.

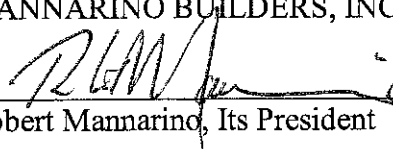
The Town of South Windsor Planning Department shall retain all enforcement powers granted by the Connecticut General Statutes, including C.G.S. § 8-12, which powers include, but are not limited to, the authority, at any reasonable time to inspect the property and to examine the books and records of the Administrator to determine compliance of Housing Opportunity Units with this Affordability Plan.

XIV. Binding Effect

This Affordability Plan shall be binding on the successors and assigns of Developer and Developer.

Dated: South Windsor, Connecticut
June 22, 2015

DEVELOPER:
MANNARINO BUILDERS, INC.

By 
Robert Mannarino, Its President

SCHEDULE A

APPLICATION OF AFFORDABLE HOUSING OPPORTUNITY APPLICANT OF A HOUSING OPPORTUNITY UNIT AT CLARK ESTATES, A PLANNED COMMUNITY

NAME: _____

ADDRESS: _____

PHONE 1: _____

PHONE 2: _____

You are making this is an application (in conjunction with your desire to purchase Unit # _____ (of Clark Estates a Planned Community in the Town of South Windsor, referenced hereinafter as the "Planned Community") to Mannarino Builders, Inc. as Developer and Administrator of the "Affordability Plan" for the Planned Community. You are making this application as an "Affordable Housing Opportunity Applicant" to determine if you are qualified under the Affordability Plan to purchase one of the 4 "Housing Opportunity Units" of the 18 units of the Planned Community. In conjunction with making this application you will have to become familiar with and provide the information required by the following referenced exhibits:

Exhibit 1, the Calculation Provisions for Determining Purchase Price of a Housing Opportunity Unit, which will show you how, and will be the basis upon which, the purchase price of your selected unit is determined.

Exhibit 2 Definitions and Elements of Annual Family Income, which defines what comprises your family income and what you will be required to report as such.

Exhibit 3 Applicant's Documentation of Income, details all of the financial documentation you will be required to provide to determine your qualifications (this listing of documentation is very detailed and many of these items may not be applicable to you so if you have any questions inquire of the Administrator).

Exhibit 4 Residential Housing Opportunity Ownership Restrictions, this is the substance of the restrictive covenant that will be included in your deed of title in order to document that your unit is subject to a 40 year housing affordability requirement.

If these requirements are acceptable to you will be required to sign this Application in the space provided below, and by so doing you agree to be bound by the Affordability Plan as well as the requirements of the four exhibits attached to this application.

Dated this _____ day of _____ 2015/2016

Affordable Housing Opportunity Applicant #1

Date: _____

Affordable Housing Opportunity Applicant # 2

Date: _____

EXHIBIT 1

CALCULATION PROVISIONS FOR DETERMINING PURCHASE PRICE OF A HOUSING OPPORTUNITY UNIT

Calculation Steps for sales price determination of Housing Opportunity Units)

The maximum price for any affordable unit that is sold or resold within a set-aside development, for the period of affordability restrictions, to a household earning eighty percent of the median income or less, shall be determined as follows:

(1) Step 1. Determine median income for the Town of South Windsor area and the statewide median as published by the U.S. Department of Housing and Urban Development for the subject municipality, and use the lesser of these figures.

(2) Step 2. Adjust median income identified in Step 1 by family size by assuming that 1.5 persons will occupy each bedroom of an affordable unit. Family size adjustment shall be made with reference to the following percentages:

NUMBER OF PERSONS IN FAMILY	1	2	3	4	5	6	7	8
PERCENTAGE ADJUSTMENT	70%	80%	90%	100% (BASE)	108%	116%	124%	132%

The family size adjustment that involves a half person (such as 4.5 persons) shall be calculated by taking the midpoint between the relevant figures above and below the half. For example, the adjustment for a 4.5 person household is 104 percent.

(3) Step 3. Calculate eighty percent (80%) of Step 2.

(4) Step 4. Calculate thirty percent (30%) of Step 3, representing that portion of household income deemed to be used for housing costs.

(5) Step 5. Divide step 4 by twelve (12) months to determine the maximum monthly housing payment.

(6) Step 6. Determine by reasonable estimate monthly housing expenses, including real property taxes; real property insurance; any common interest ownership or similar fee required of all unit purchasers or owners; and heat and utility costs, excluding television, telecommunications, and information technology services.

(7) Step 7. Subtract Step 6 from Step 5 to determine the amount available for mortgage principal and interest.

(8) Step 8. Using the amount resulting from Step 7, apply a mortgage term and interest rate that is commercially reasonable and available to households likely to apply to purchase such units, in order to determine the financeable amount.

(9) Step 9. Calculate down payment, which shall be the lesser of 20% of the total sales price or 20% of CHFA's maximum sales price limit for a comparably-sized unit in the area.

10) Step 10. Add Steps 8 and 9 to determine the maximum sale or resale price.

EXHIBIT 2

DEFINITIONS AND ELEMENTS OF ANNUAL FAMILY INCOME

1. Annual income shall be calculated with reference to 24 C.F.R. § 5.609 and includes, but is not limited to, the following:

- (a) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services;
- (b) The net income from operations of a business or profession, before any capital expenditures but including any allowance for depreciation expense;
- (c) Interest, dividends, and other net income of any kind from real or personal property;
- (d) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, or other similar types of periodic payments;
- (e) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay;
- (f) Welfare assistance. If the welfare assistance payments include an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance to be included as income consists of the following:
 - (i) The amount of the allowance exclusive of the amounts designated for shelter or utilities, plus
 - (ii) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities;
- (g) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing with the Applicant (e.g. periodic gifts from family members, churches, or other sponsored groups, even if the gifts are designated as rental or other assistance);
- (h) All regular pay, special pay and allowances of a member of the armed forces, and
- (i) Any earned income tax credit to the extent it exceeds the income tax liability of the Applicant.

2. Excluded from the definition of family annual income are the following:

- (a) Income from employment of persons under the age of 18;
 - (b) Payments received for the care of foster children;
 - (c) Lump-sum additions to family assets, such as inheritances, insurance payments, capital gains and settlement for personal or property losses;
 - (d) Amounts received that are specifically for, or in reimbursement of, the cost of medical expense for any family member;
 - (e) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran in connection with education costs;
 - (f) Amounts received under training programs funded by HUD;
 - (g) Food stamps; and
 - (h) Temporary, nonrecurring or sporadic income (including gifts that are not regular or periodic.
3. Net family assets for purposes of imputing annual income include the following:
- (a) Cash held in savings and checking accounts, safety deposit boxes, etc.;
 - (b) The current market value of a trust for which any household member has an interest;
 - (c) The current market value, less any outstanding loan balances, of any rental property or other capital investment;
 - (d) The current market value of all stocks, bonds, treasury bills, certificates of deposit, and money market funds;
 - (e) The current value of any individual retirement or Keogh account;
 - (f) The cash value of a retirement or pension fund, which the family member can withdraw without terminating employment or retiring;
 - (g) Any lump-sum receipts not otherwise included in income (i.e., inheritances, capital gains, one-time lottery winnings, and settlement on insurance claims);
 - (h) The current market value of any personal property held for investment (i.e., gems, jewelry, coin collections), and
 - (i) Assets disposed of within two (2) years before the Application Date, but only to

the extent consideration received was less than the fair market value of the asset at the time it was sold.

4. Net family assets do not include the following:

- (a) Necessary personal property (clothing, furniture, cars, etc.)
- (b) Vehicles equipped for handicapped individuals;
- (c) Life insurance policies;
- (d) Assets which are part of an active business, not including rental properties; and
- (e) Assets that are not accessible to the Applicant and provide no income to the Applicant.

EXHIBIT 3

APPLICANT'S DOCUMENTATION OF INCOME

The following documents shall be provided, where applicable, to the Administrator to determine income eligibility:

1. **Employment Income.**

Verification forms must request the employer to specify the frequency of pay, the effective date of the last pay increase, and the probability and effective date of any increase during the next twelve (12) months. Acceptable forms of verification (of which at least one must be included in the Applicant file) include:

- (a) An employment verification form completed by the employer.
- (b) Check stubs or earnings statement showing Applicant's gross pay per pay period and frequency of pay.
- (c) W-2 forms if the Applicant has had the same job for at least two years and pay increases can be accurately projected.
- (d) Notarized statements, affidavits or income tax returns signed by the Applicant describing self-employment and amount of income, or income from tips and other gratuities.

2. **Social Security, Pensions, Supplementary Security Income, Disability Income.**

- (a) Benefit verification form completed by agency providing the benefits.
- (b) Award or benefit notification letters prepared and signed by the authorizing agency. (Since checks or bank deposit slips show only net amounts remaining after deducting social security or Medicare, they may be used only when award letter cannot be obtained.)
- (c) If a local Social Security Administration (SSA) office refuses to provide written verification, the Administrator should meet with the SSA office supervisor. If the supervisor refuses to complete the verification forms in a timely manner, the Administrator may accept a check or automatic deposit slip as interim verification of Social Security or SSI benefits as long as any Medicare or state health insurance withholdings are included in the annual income.

3. **Unemployment Compensation.**

- (a) Verification form completed by the unemployment compensation agency.
- (b) Records from unemployment office stating payment dates and amounts.

4. Government Assistance.

- (a) All Government Assistance Programs. Agency's written statements as to type and amount of assistance Applicant is now receiving, and any changes in assistance expected during the next twelve (12) months.
- (b) Additional Information for "As-paid" Programs: Agency's written schedule or statement that describes how the "as-paid" system works, the maximum amount the Applicant may receive for shelter and utilities and, if applicable, any factors used to ratably reduce the Applicant's grant.

5. Alimony or Child Support Payments.

- (a) Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
- (b) A letter from the person paying the support.
- (c) Copy of latest check. The date, amount, and number of the check must be documented.
- (d) Applicant's notarized statement or affidavit of amount received or that support payments are not being received and the likelihood of support payments being received in the future.

6. Earned Income Tax Credit.

- (a) For credits applied in one lump sum against tax liability, use income tax return (IRS Form 1040 or 1040A).
- (b) For credits applied through regular salary paychecks, use IRS Form W-5 (Earned Income Credit Advance Payment Certificate).

7. Net Income from a Business.

The following documents show income for the prior years. The Administrator must consult with Applicant and use this data to estimate income for the next twelve (12) months.

- (a) IRS Tax Return, Form 1040, including any:
 - Schedule C (Small Business)
 - Schedule E (Rental Property Income)
 - Schedule F (Farm Income)
 - Schedule K-1 (Partnership Income, etc.)

(b) An accountant's calculation of depreciation expense, computed using straight-line depreciation rules. (Required when accelerated depreciation was used on the tax return or financial statement.)

(c) Audited or unaudited financial statement(s) of the business.

(d) A copy of a recent loan application listing income derived from the business during the previous twelve (12) months.

(e) Applicant's notarized statement or affidavit as to net income realized from the business during previous years.

8. Recurring Gifts.

(a) Notarized statement or affidavit signed by the person providing the assistance. Must give the purpose, dates, and value of gifts.

(b) Applicant's notarized statement or affidavit that provides the information above.

9. Scholarships, Grants, and Veterans Administration Benefits for Education.

(a) Benefactor's written confirmation of amount of assistance, and educational institution's written confirmation of expected cost of the student's tuition, fees, books and equipment for the next twelve (12) months. To the extent the amount of assistance received is less than or equal to actual educational costs, the assistance payments will be excluded from the Applicant's gross income. Any excess will be included in income.

(b) Copies of latest benefit checks, if benefits are paid directly to student. Copies of canceled check or receipts for tuition, fees, books, and equipment, if such income and expenses are not expected to change for the next twelve (12) months.

(c) Housing expense and receipts or bills for housing expenses and utility costs paid by students living away from home.

10. Family Assets Currently Held.

For non-liquid assets, collect enough information to determine the current cash value (i.e., the net amount the Applicant would receive if the asset were converted to cash).

(a) Verification forms, letters, or documents from a financial institution, broker, etc.

(b) Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

(c) Quotes from a stockbroker or realty agent as to net amount Applicant would

receive if Applicant liquidated securities or real estate.

- (d) Real estate tax statements if tax authority uses approximate market value.
- (e) Copies of closing documents showing the selling price, the distribution of the sales proceeds and the net amount to the borrower.
- (f) Appraisals of personal property held as an investment.
- (g) Applicant's notarized statements or signed affidavits describing assets or verifying the amount of cash held at the Applicant's home or in safe deposit boxes.

11. Assets Disposed of for Less Than Fair Market Value ("FMV") During Two Years Preceding Application Date.

- (a) Applicant's certification as to whether he or she has disposed of assets for less than FMV during the two (2) years preceding the Application Date,
- (b) If the Applicant states that he or she did dispose of assets for less than FMV, then a written statement by the Applicant must include the following:
 - (i) A list of all assets disposed of for less than FMV;
 - (ii) The date Applicant disposed of the assets;
 - (iii) The amount the Applicant received; and
 - (iv) The market value of the asset(s) at the time of disposition.

12. Savings Account Interest Income and Dividends.

- (a) Account statements, passbooks, certificates of deposit, etc., if they show enough information and are signed by the financial institution.
- (b) Broker's quarterly statements showing value of stocks or bonds and the earnings credited the Applicant.
- (c) If an IRS Form 1099 is accepted from the financial institution for prior year earnings, the Administrator must adjust the information to project earnings expected for the next twelve (12) months,

13. Rental Income from Property Owned by Applicant.

The following, adjusted for changes expected during the next twelve (12) months, may be used:

- (a) IRS Form 1040 with Schedule E (Rental Income).
- (b) Copies of latest rent checks, leases, or utility bills.
- (c) Documentation of Applicant's income and expenses in renting the property (tax statements, insurance premiums, receipts for reasonable maintenance and utilities, bank statements or amortization schedule showing monthly interest expense).
- (d) Purchaser's written statement identifying monthly payments due the Applicant and Applicant's affidavit as to net income realized.

14. Full-Time Student Status.

- (a) Written verification from the registrar's office or appropriate school official.
- (c) School records indicating enrollment for sufficient number of credits to be considered a full-time student by the school.

EXHIBIT 4

RESIDENTIAL HOUSING OPPORTUNITY OWNERSHIP RESTRICTIONS

The following language, or substantially similar language, shall be inserted into each deed of title to a Housing Opportunity Unit:

Acknowledgment of Income Restrictions

The "Owner" of the Housing Opportunity Unit acknowledges and understands (1) that this Housing Opportunity Unit is being provided in accordance with provisions of state law requiring that it be maintained for persons and families earning eighty percent (80%) or less of the median income for the Town of South Windsor or eighty percent (80%) of the median income for the Greater Hartford Area, whichever is less; and (2) that Owner shall have the right to continue to be the owner of the Housing Opportunity Unit even if his/her/their income subsequently exceeds the aforesaid limitations. However, if the Owner wishes to sell the Housing Opportunity Unit during the Affordability Period (which shall run for 40 years from the date of transfer of title to the initial Owner from the Declarant of the Planned Community) the Housing Opportunity Unit may only be sold at a price and to a new purchaser both of which qualify under the provisions of the relevant Affordability Plan on file with the Town of South Windsor Planning and Zoning Office as the same may be amended from time to time.

Return to:
Srinivasa Raghuv eer Jayanthi & Swetha Akkin epally
6 Frank's Way
South Windsor, CT 06074

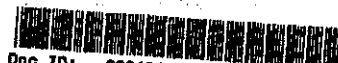
002009


STATUTORY WARRANTY DEED

KNOW YE, THAT MANNARINO BUILDERS, INC., a Connecticut corporation with offices in the Town of South Windsor, County of Hartford and State of Connecticut, acting herein by Robert Mannarino, its duly authorized President (hereinafter referred to as the Grantor) for the consideration of THREE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$340,000.00), does hereby give, grant bargain sell and convey to SRINIVASA RAGHUV EER JAYANTHI and SWETHA AKKINEPALLY, both of the Town of Manchester, County of Hartford and State of Connecticut (hereinafter referred to as Grantee) does give, grant, bargain, sell and confirm unto the said Grantee, as joint tenants with rights of survivorship and WARRANTY COVENANTS, that certain real property situated in the Town of South Windsor, County of Hartford and State of Connecticut, being described as Unit No. 1 and more particularly described in the "Declaration of Clark Estates a Planned Community" by Mannarino Builders, Inc. dated June 25, 2015 and recorded in Volume 2469 at Page 5 of the South Windsor Land Record and the Schedules attached to said Declaration, as the same may be or has been amended from time to time as hereinafter stated.

Unit 1 of said Planned Community is shown on a certain map or plan entitled, "SCHEDULE A-3 OF THE DECLARATION OF CLARK ESTATES, A RESIDENTIAL PLANNED COMMUNITY, PREPARED FOR MANNARINO BUILDERS, INC. PLOT PLAN 140+ CLARK STREET SOUTH WINDSOR, CONNECTICUT ALFORD ASSOCIATES INC. CIVIL ENGINEERS WINDSOR, CONNECTICUT WILSON M. ALFORD, JR., P.E. & L.S. DATE: JUNE 18, 2014 SCALE: 1 IN = 40 FT. REVISIONS 6-20-14 REVISED PER COMMENTS FROM TOWN ENGINEER DATED 6-19-14 8-5-14 INCORPORATED P&ZC CONDITIONS OF APPROVAL FOR SPECIAL EXCEPTION AND SITE PLAN OF DEVELOPMENT 8-20-14 INCORPORATED TOWN STAFF COMMENTS 10-29-14 ADDED PROPOSED STORM DRAINAGE EASEMENTS & RIGHTS TO DRAIN 6-22-15 ADDED DECLARED UNITS 4, 7, 11, 15 & 18 9-14-15 ADDED DECLARED UNITS 5, 8, 9, 13, 14 & 16 11-30-15 ADDED DECLARED UNITS 3, 10 & 17 1-28-16 ADDED DECLARED UNITS 6 & 12 4-20-16 ADDED DECLARED UNITS 1 & 2 SHEET S-1", which map or plan is incorporated in the Declaration of Clark Estates a Planned Community as Schedule A-3, the mylar of which is on file in the Town of South Windsor Land Records and reference to which may be had for a more particular description.

The premises are hereby conveyed together with and subject to the terms, conditions, agreements, obligations, and easements contained in the Declaration of Clark Estates a Planned Community as it may be amended or supplemented. The Grantees, by acceptance of this deed, hereby expressly assume and agree to be bound by and to comply with all of the terms, conditions, agreements, obligations and easements as set forth in said Declaration, the Bylaws of the Association and Exhibits and/or Schedules thereto as they may be amended or supplemented.


Doc ID: 002424970004 Type: LAN
Book 2519 Page 24 - 27
File# 02009

Conveyance Tax Received
State \$ 2550 Local \$ 850 9

Town Clerk of South Windsor

The premises are further conveyed together with and subject to a right of way, in common with others for all purposes for which a public right-of-way may be used, to and from Clark Street, over the street known as Frank's Way and along said street, all as shown on Schedule A-3 of the Declaration of Clark Estates a Planned Community.

THE ABOVE PREMISES ARE ALSO CONVEYED SUBJECT TO:

1. Any and all provisions of any municipal ordinance or regulation, any federal, state or local law, including, but not limited to, the provisions of any zoning, building, planning, or inland wetland rules and regulations governing the subject property.
2. Taxes of the Town of South Windsor on the List of October 1, 2014, including any reassessment or reallocation from the date of the Certificate of Occupancy for the Unit in question is issued, which become due and payable after the date of the delivery of this Deed which the Grantees assume and agree to pay as part of the consideration for this deed.
3. Notice of pending sanitary sewer assessment in favor of the Town of South Windsor Sewer Commission by Caveat dated and recorded April 27, 1971 in Volume 136 at Page 252 of the South Windsor Land Records.
4. Rights and easements in favor of the State of Connecticut set forth in a deed dated and recorded February 24, 2003 in Volume 1420 at Page 251 of the South Windsor Land Records.
5. An Electrical Distribution Easement in favor of The Connecticut Light & Power Company, dated October 16, 2014 and recorded in Volume 2433 at Page 228 of the South Windsor land Records, said easement running over a 10 foot wide strip next adjacent to and all along the outside boundary of the proposed street delineated as Frank's Way as shown on the above referenced map.
6. A sidewalk easement being shown on the above referenced map, in favor of the Town of South Windsor, along a 10 foot strip of the entire westerly boundary line of the planned community, running next and adjacent to the easterly line of Clark Street, said easement being dated June 22, 2015 and recorded on June 23, 2015 in Volume 2468 at Page 89 of the South Windsor Land Records.
7. A detention basin and storm water drainage easement being referred to on the above referenced map, in favor of the Town of South Windsor, over Parcel B as shown on said map, said easement being dated June 22, 2015 and recorded on June 23, 2015 in Volume 2468 at Page 84 of the South Windsor Land Records.
8. A Gas Distribution Easement, in favor of the Yankee Gas Services Company, said easement running over a 10 foot wide strip next adjacent to and all along the outside boundary of the proposed street delineated as Frank's Way as shown on the above referenced map, said easement to be recorded in the South Windsor land Records. The Declarant hereby expressly reserves the right to grant and/or convey said easement to the Yankee Gas Services Company

following the recording of the Declaration or any amendment thereto.

9. A 40 foot wide building setback running along the entire perimeter of the Planned Community as shown on the above referenced map.

10. To the extent applicable to the Unit being conveyed herein, a right to drain storm water reserved by the Declarant in favor of Units 2, 3, 4, 5, 6, 7, 8, 9 and 10, all as shown on the above referenced map and specifically to the extent shown thereon as to each respective unit so delineated. The Declarant hereby expressly reserves the right to grant and/or convey such easements by separate instrument to the respective Unit Owner of each unit so delineated, following the recording of the Declaration or any amendment thereto.

11. The declarant's right to convey the road constructed, or to be constructed, within the planned community, and to be known as Franks Way, to the Town of South Windsor as a public street.

12. The Declarant's right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land shown on the Survey for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the Planned Community.

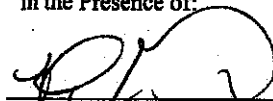
13. The Declarant's reservation of right to right to grant easements to applicable public utility companies, whether or not specifically enumerated under the provisions of the Declaration or by the provisions of any previous land record instruments or otherwise, and further to the Declarant reserves the right to convey any and all Improvements relating to and within those easements and anywhere within the Planned Community for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the Planned Community.

14. All the provisions of, including but not limited to all reservations of rights by the Declarant, contained in the Declaration of Clark Estates a Planned Community dated June 25, 2015 and recorded in Volume 2469, at Page 5 of the South Windsor Land Records, and the First Amendment dated September 23, 2015 and recorded in Volume 2484 at Page 323 of the South Windsor Land Records, and as further amended by Supplemental Amendment dated September 23, 2015 and recorded in Volume 2486 at Page 26 of the Town of South Windsor Land Records, and the Second Amendment dated December 22, 2015 and recorded in Volume 2499 at Page 304 of the South Windsor Land Records, and the Third Amendment dated February 3, 2016 and recorded in Volume 2506 at Page 20 of the South Windsor Land Records, in addition to all other provisions of the Declaration, together with any further rights as may be contained in subsequent amendments, and any and all schedules attached thereto.

15. This unit is conveyed specifically subject to the housing affordability restrictions contained under the Declarant's Housing Affordability Plan dated June 22, 2015, together with all schedules and exhibits thereto. Said housing affordability restriction, as set forth in said Housing Affordability Plan as the same may be amended from time to time, shall run with the land for a period of 40 years from the date of the closing of title on this unit.

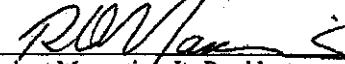
Signed this 26th day of April, 2016.

Signed, Sealed and Delivered
in the Presence of:



Ralph J. Alexander

MANNARINO BUILDERS, INC.

By 

Robert Mannarino, Its President



Susan A. Carreiro

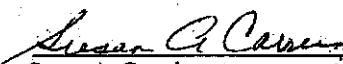
STATE OF CONNECTICUT)

) ss. South Windsor

April 26, 2016

COUNTY OF HARTFORD)

Personally appeared Robert Mannarino, duly authorized President of Mannarino Builders, Inc., Signer of the foregoing Instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said corporation as such President, before me.



Susan A. Carreiro

Notary Public

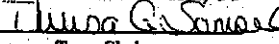
My Commission Expires: 6/30/20



Received for Record 04/28/2016

At 3:05pm

Recorded in South Windsor, CT

By 

Town Clerk

Assistant

001816

Return to:
Ramesh Subburam & Sapna Balakrishnan
46 Frank's Way Unit L
South Windsor, CT 06074

STATUTORY WARRANTY DEED

KNOW YE, THAT MANNARINO BUILDERS, INC., a Connecticut corporation with offices in the Town of South Windsor, County of Hartford and State of Connecticut, acting herein by Robert Mannarino, its duly authorized President (hereinafter referred to as the Grantor) for the consideration of THREE HUNDRED THIRTY-FOUR THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$334,900.00), does hereby give, grant bargain sell and convey to RAMESH SUBBURAM and SAPNA BALAKRISHNAN, both, of the Town of Manchester, County of Hartford and State of Connecticut (hereinafter referred to as Grantee) does give, grant, bargain, sell and confirm unto the said Grantee, as joint tenants with rights of survivorship and WARRANTY COVENANTS, that certain real property situated in the Town of South Windsor, County of Hartford and State of Connecticut, being described as Unit No. 6 and more particularly described in the "Declaration of Clark Estates a Planned Community" by Mannarino Builders, Inc. dated June 25, 2015 and recorded in Volume 2469 at Page 5 of the South Windsor Land Record and the Schedules attached to said Declaration, as the same may be or has been amended from time to time as hereinafter stated.

Unit 6 of said Planned Community is shown on a certain map or plan entitled, "SCHEDULE A-3 OF THE DECLARATION OF CLARK ESTATES, A RESIDENTIAL PLANNED COMMUNITY, PREPARED FOR MANNARINO BUILDERS, INC. PLOT PLAN 140+ CLARK STREET SOUTH WINDSOR, CONNECTICUT ALFORD ASSOCIATES INC. CIVIL ENGINEERS WINDSOR, CONNECTICUT WILSON M. ALFORD, JR., P.E. & L.S. DATE: JUNE 18, 2014 SCALE: 1 IN = 40 FT. REVISIONS 6-20-14 REVISED PER COMMENTS FROM TOWN ENGINEER DATED 6-19-14 8-5-14 INCORPORATED P&ZC CONDITIONS OF APPROVAL FOR SPECIAL EXCEPTION AND SITE PLAN OF DEVELOPMENT 8-20-14 INCORPORATED TOWN STAFF COMMENTS 10-29-14 ADDED PROPOSED STORM DRAINAGE EASEMENTS & RIGHTS TO DRAIN 6-22-15 ADDED DECLARED UNITS 4, 7, 11, 15 & 18 9-14-15 ADDED DECLARED UNITS 5, 8, 9, 13, 14 & 16 11-30-15 ADDED DECLARED UNITS 3, 10 & 17 1-28-16 ADDED DECLARED UNITS 6 & 12 SHEET S-1", which map or plan is incorporated in the Declaration of Clark Estates a Planned Community as Schedule A-3, the mylar of which is on file in the Town of South Windsor Land Records and reference to which may be had for a more particular description.

The premises are hereby conveyed together with and subject to the terms, conditions, agreements, obligations, and easements contained in the Declaration of Clark Estates a Planned Community as it may be amended or supplemented. The Grantees, by acceptance of this deed, hereby expressly assume and agree to be bound by and to comply with all of the terms, conditions, agreements, obligations and easements as set forth in said Declaration, the Bylaws of the Association and Exhibits and/or Schedules thereto as they may be amended or supplemented.



Doc ID: 002423030004 Type: LAN
Book 2517 Page 261 - 264
File# 01816

Conveyance Tax Received
State \$ 2511.75 Local \$ 837.05
Keri Trahan
Town Clerk of South Windsor

The premises are further conveyed together with and subject to a right of way, in common with others for all purposes for which a public right-of-way may be used, to and from Clark Street, over the street known as Frank's Way and along said street, all as shown on Schedule A-3 of the Declaration of Clark Estates a Planned Community.

THE ABOVE PREMISES ARE ALSO CONVEYED SUBJECT TO:

1. Any and all provisions of any municipal ordinance or regulation, any federal, state or local law, including, but not limited to, the provisions of any zoning, building, planning, or inland wetland rules and regulations governing the subject property.
2. Taxes of the Town of South Windsor on the List of October 1, 2014, including any reassessment or reallocation from the date of the Certificate of Occupancy for the Unit in question is issued, which become due and payable after the date of the delivery of this Deed which the Grantees assume and agree to pay as part of the consideration for this deed.
3. Notice of pending sanitary sewer assessment in favor of the Town of South Windsor Sewer Commission by Caveat dated and recorded April 27, 1971 in Volume 136 at Page 252 of the South Windsor Land Records.
4. Rights and easements in favor of the State of Connecticut set forth in a deed dated and recorded February 24, 2003 in Volume 1420 at Page 251 of the South Windsor Land Records.
5. An Electrical Distribution Easement in favor of The Connecticut Light & Power Company, dated October 16, 2014 and recorded in Volume 2433 at Page 228 of the South Windsor land Records, said easement running over a 10 foot wide strip next adjacent to and all along the outside boundary of the proposed street delineated as Frank's Way as shown on the above referenced map.
6. A sidewalk easement being shown on the above referenced map, in favor of the Town of South Windsor, along a 10 foot strip of the entire westerly boundary line of the planned community, running next and adjacent to the easterly line of Clark Street, said easement being dated June 22, 2015 and recorded on June 23, 2015 in Volume 2468 at Page 89 of the South Windsor Land Records.
7. A detention basin and storm water drainage easement being referred to on the above referenced map, in favor of the Town of South Windsor, over Parcel B as shown on said map, said easement being dated June 22, 2015 and recorded on June 23, 2015 in Volume 2468 at Page 84 of the South Windsor Land Records.
8. A Gas Distribution Easement, in favor of the Yankee Gas Services Company, said easement running over a 10 foot wide strip next adjacent to and all along the outside boundary of the proposed street delineated as Frank's Way as shown on the above referenced map, said easement to be recorded in the South Windsor land Records. The Declarant hereby expressly reserves the right to grant and/or convey said easement to the Yankee Gas Services Company

following the recording of the Declaration or any amendment thereto.

9. A 40 foot wide building setback running along the entire perimeter of the Planned Community as shown on the above referenced map.

10. To the extent applicable to the Unit being conveyed herein, a right to drain storm water reserved by the Declarant in favor of Units 2, 3, 4, 5, 6, 7, 8, 9 and 10, all as shown on the above referenced map and specifically to the extent shown thereon as to each respective unit so delineated. The Declarant hereby expressly reserves the right to grant and/or convey such easements by separate instrument to the respective Unit Owner of each unit so delineated, following the recording of the Declaration or any amendment thereto.

11. The declarant's right to convey the road constructed, or to be constructed, within the planned community, and to be known as Franks Way, to the Town of South Windsor as a public street.

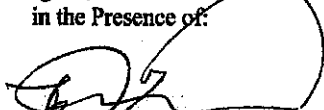
12. The Declarant's right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land shown on the Survey for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the Planned Community.

13. The Declarant's reservation of right to right to grant easements to applicable public utility companies, whether or not specifically enumerated under the provisions of the Declaration or by the provisions of any previous land record instruments or otherwise, and further to the Declarant reserves the right to convey any and all Improvements relating to and within those easements and anywhere within the Planned Community for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the Planned Community.

14. All the provisions of, including but not limited to all reservations of rights by the Declarant, contained in the Declaration of Clark Estates a Planned Community dated June 25, 2015 and recorded in Volume 2469, at Page 5 of the South Windsor Land Records, and the First Amendment dated September 23, 2015 and recorded in Volume 2486 at Page 26 of the South Windsor Land Records, and as further amended by Supplemental Amendment dated September 23, 2015 and recorded in Volume 2486 at Page 26 of the Town of South Windsor Land Records, and the Second Amendment dated December 22, 2015 and recorded in Volume 2499 at Page 304 of the South Windsor Land Records, and the Third Amendment dated February 3, 2016 and recorded in Volume 2506 at Page 20 of the South Windsor Land Records, in addition to all other provisions of the Declaration, together with any further rights as may be contained in subsequent amendments, and any and all schedules attached thereto.

15. This unit is conveyed specifically subject to the housing affordability restrictions contained under the Declarant's Housing Affordability Plan dated June 22, 2015, together with all schedules and exhibits thereto. Said housing affordability restriction, as set forth in said Housing Affordability Plan as the same may be amended from time to time, shall run with the land for a period of 40 years from the date of the closing of title on this unit.

Signed this 12th day of April, 2016.

Signed, Sealed and Delivered
in the Presence of:

 Ralph J. Alexander

MANNARINO BUILDERS, INC.

By 
Robert Mannarino, Its President

 Susan A. Carreiro

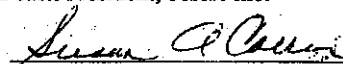
STATE OF CONNECTICUT)

) ss. South Windsor

April 12, 2016

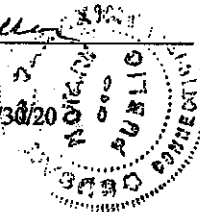
COUNTY OF HARTFORD)

Personally appeared Robert Mannarino, duly authorized President of Mannarino Builders, Inc., Signer of the foregoing Instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said corporation as such President, before me.


 Susan A. Carreiro

Notary Public

My Commission Expires: 6/30/20



Received for Record 4/19/2016

At 1:15 PM

Recorded in South Windsor, CT

By 
Town Clerk

Return to:
Silver & Silver, LLP
One Liberty Square
New Britain, CT. 06051

VOL 2506 PAGE 0115

STATUTORY WARRANTY DEED

000489

KNOW YE, THAT MANNARINO BUILDERS, INC., a Connecticut corporation with offices in the Town of South Windsor, County of Hartford and State of Connecticut, acting herein by Robert Mannarino, its duly authorized President (hereinafter referred to as the Grantor) for the consideration of THREE HUNDRED FIFTEEN THOUSAND THREE HUNDRED FIFTY AND 00/100 DOLLARS (\$315,350.00), does hereby give, grant bargain sell and convey to RISHIKESH UDGIRKAR and SAVITHA DHANDAMRAJ, both of the Town of Manchester, County of Hartford and State of Connecticut (hereinafter referred to as Grantee) does give, grant, bargain, sell and confirm unto the said Grantee, as joint tenants with rights of survivorship and WITH WARRANTY COVENANTS, that certain real property situated in the Town of South Windsor, County of Hartford and State of Connecticut, being described as Unit No. 12 and more particularly described in the "Declaration of Clark Estates a Planned Community" by Mannarino Builders, Inc. dated June 25, 2015 and recorded in Volume 2469 at Page 5 of the South Windsor Land Record and the Schedules attached to said Declaration, as the same may be or has been amended from time to time as hereinafter stated.

Unit 12 of said Planned Community is shown on a certain map or plan entitled, "SCHEDULE A-3 OF THE DECLARATION OF CLARK ESTATES, A RESIDENTIAL PLANNED COMMUNITY, PREPARED FOR MANNARINO BUILDERS, INC. PLOT PLAN 140+ CLARK STREET SOUTH WINDSOR, CONNECTICUT ALFORD ASSOCIATES INC. CIVIL ENGINEERS WINDSOR, CONNECTICUT WILSON M. ALFORD, JR., P.E. & L.S. DATE: JUNE 18, 2014 SCALE: 1 IN = 40 FT. REVISIONS 6-20-14 REVISED PER COMMENTS FROM TOWN ENGINEER DATED 6-19-14 8-5-14 INCORPORATED P&ZC CONDITIONS OF APPROVAL FOR SPECIAL EXCEPTION AND SITE PLAN OF DEVELOPMENT 8-20-14 INCORPORATED TOWN STAFF COMMENTS 10-29-14 ADDED PROPOSED STORM DRAINAGE EASEMENTS & RIGHTS TO DRAIN 6-22-15 ADDED DECLARED UNITS 4, 7, 11, 15 & 18 9-14-15 ADDED DECLARED UNITS 5, 8, 9, 13, 14 & 16 11-30-15 ADDED DECLARED UNITS 3, 10 & 17 1-28-16 ADDED DECLARED UNITS 6 & 12 SHEET S-1", which map or plan is incorporated in the Declaration of Clark Estates a Planned Community as Schedule A-3, the mylar of which is on file in the Town of South Windsor Land Records and reference to which may be had for a more particular description.

The premises are hereby conveyed together with and subject to the terms, conditions, agreements, obligations, and easements contained in the Declaration of Clark Estates a Planned Community as it may be amended or supplemented. The Grantees, by acceptance of this deed, hereby expressly assume and agree to be bound by and to comply with all of the terms, conditions, agreements, obligations and easements as set forth in said Declaration, the Bylaws of the Association and Exhibits and/or Schedules thereto as they may be amended or supplemented.



Doc ID: 002408700004 Type: LAN
Book 2506 Page 115 - 118
File# 00489

Conveyance Tax Received
State \$ 245.13 Local \$ 788.37
Heidi Trahan
Town Clerk of South Windsor

The premises are further conveyed together with and subject to a right of way, in common with others for all purposes for which a public right-of-way may be used, to and from Clark Street, over the street known as Frank's Way and along said street, all as shown on Schedule A-3 of the Declaration of Clark Estates a Planned Community.

THE ABOVE PREMISES ARE ALSO CONVEYED SUBJECT TO:

1. Any and all provisions of any municipal ordinance or regulation, any federal, state or local law, including, but not limited to, the provisions of any zoning, building, planning, or inland wetland rules and regulations governing the subject property.
2. Taxes of the Town of South Windsor on the List of October 1, 2014, including any reassessment or reallocation from the date of the Certificate of Occupancy for the Unit in question is issued, which become due and payable after the date of the delivery of this Deed which the Grantees assume and agree to pay as part of the consideration for this deed.
3. Notice of pending sanitary sewer assessment in favor of the Town of South Windsor Sewer commission by Caveat dated and recorded April 27, 1971 in Volume 136 at page 252 of the South Windsor Land Records.
4. Rights and easements in favor of the State of Connecticut set forth in a deed dated and recorded February 24, 2003 in Volume 1420 at Page 251 of the South Windsor land Records.
5. An Electrical Distribution Easement in favor of The Connecticut Light & Power Company, dated October 16, 2014 and recorded in Volume 2433 at Page 228 of the South Windsor land Records, said easement running over a 10 foot wide strip next adjacent to and all along the outside boundary of the proposed street delineated as Frank's Way as shown on the above referenced map.
6. A sidewalk easement being shown on the above referenced map, in favor of the Town of South Windsor, along a 10 foot strip of the entire westerly boundary line of the planned community, running next and adjacent to the easterly line of Clark Street, said easement being dated June 22, 2015 and recorded on June 23, 2015 in Volume 2468 at Page 89 of the South Windsor Land Records.
7. A detention basin and storm water drainage easement being referred to on the above referenced map, in favor of the Town of South Windsor, over Parcel B as shown on said map, said easement being dated June 22, 2015 and recorded on June 23, 2015 in Volume 2468 at Page 84 of the South Windsor Land Records.
8. A Gas Distribution Easement, in favor of the Yankee Gas Services Company, said easement running over a 10 foot wide strip next adjacent to and all along the outside boundary of the proposed street delineated as Frank's Way as shown on the above referenced map, said easement to be recorded in the South Windsor land Records. The Declarant hereby expressly reserves the right to grant and/or convey said easement to the Yankee Gas Services Company

following the recording of the Declaration or any amendment thereto.

9. A 40 foot wide building setback running along the entire perimeter of the Planned Community as shown on the above referenced map.

10. A storm drainage easement reserved by the Declarant in favor of Clark Estates Association, LLC, running over a 10 foot strip the centerline of which is the westerly line of Unit 11 and the easterly line of Unit 12 to Frank's Way, as shown on the above referenced map. The Declarant hereby expressly reserves the right to grant and/or convey said easement by separate instrument to Clark Estates Association, LLC following the recording of the Declaration or any amendment thereto.

11. To the extent applicable to the Unit being conveyed herein, a right to drain storm water reserved by the Declarant in favor of Units 2, 3, 4, 5, 6, 7, 8, 9 and 10, all as shown on the above referenced map and specifically to the extent shown thereon as to each respective unit so delineated. The Declarant hereby expressly reserves the right to grant and/or convey such easements by separate instrument to the respective Unit Owner of each unit so delineated, following the recording of the Declaration or any amendment thereto.

12. The declarant's right to convey the road constructed, or to be constructed, within the planned community, and to be known as Franks Way, to the Town of South Windsor as a public street.

13. The Declarant's right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land shown on the Survey for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the Planned Community.

14. The Declarant's reservation of right to right to grant easements to applicable public utility companies, whether or not specifically enumerated under the provisions of the Declaration or by the provisions of any previous land record instruments or otherwise, and further to the Declarant reserves the right to convey any and all Improvements relating to and within those easements and anywhere within the Planned Community for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the Planned Community.

15. All the provisions of, including but not limited to all reservations of rights by the Declarant, contained in the Declaration of Clark Estates a Planned Community dated June 25, 2015 and recorded in Volume 2469, at Page 5 of the South Windsor Land Records, and the First Amendment dated September 23, 2015 and recorded in Volume 2486 at Page 26 of the South Windsor Land Records, and as further amended by Supplemental Amendment dated September 23, 2015 and recorded in Volume 2486 at Page 26 of the Town of South Windsor Land Records, and the Second Amendment dated December 22, 2015 and recorded in Volume 2499 at Page 304 of the South Windsor Land Records, and the Third Amendment dated February 3, 2016 and recorded in Volume 2506 at Page 20 of the South Windsor Land Records, in addition to all other provisions of the Declaration, together with any further rights as may be contained in subsequent amendments, and any and all schedules attached thereto.

16. This unit is conveyed specifically subject to the housing affordability restrictions contained under the Declarant's Housing Affordability Plan dated June 22, 2015, together with all schedules and exhibits thereto. Said housing affordability restriction, as set forth in said Housing Affordability Plan as the same may be amended from time to time, shall run with the land for a period of 40 years from the date of the closing of title on this unit.

Signed this 5th day of February, 2016.


Signed, Sealed and Delivered
in the Presence of:


Ralph J. Alexander

MANNARINO BUILDERS, INC.

By


Robert Mannarino, Its President


Susan A. Carreiro

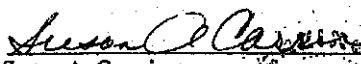
STATE OF CONNECTICUT)

) ss. South Windsor

February 5, 2016

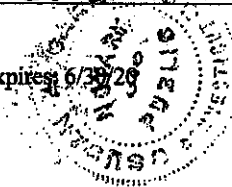
COUNTY OF HARTFORD)

Personally appeared Robert Mannarino, duly authorized President of Mannarino Builders, Inc., Signer of the foregoing Instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said corporation as such President, before me.


Susan A. Carreiro

Notary Public

My Commission Expires 6/30/20



Received for Record 2-8-16

At 10:50 AM

Recorded in South Windsor, CT

By Kou T. Leach

Town Clerk

STATUTORY WARRANTY DEED

KNOW YE, THAT MANNARINO BUILDERS, INC., a Connecticut corporation with offices in the Town of South Windsor, County of Hartford and State of Connecticut, acting herein by Robert Mannarino, its duly authorized President (hereinafter referred to as the Grantor) for the consideration of THREE HUNDRED EIGHT THOUSAND AND 00/100 DOLLARS (\$308,000.00), does hereby give, grant bargain sell and convey to MELISSA L. CYR, of the Town of East Windsor, County of Hartford and State of Connecticut (hereinafter referred to as Grantee) does give, grant, bargain, sell and confirm unto the said Grantee, WITH WARRANTY COVENANTS, that certain real property situated in the Town of South Windsor, County of Hartford and State of Connecticut, being described as Unit No. 18 and more particularly described in a "Declaration of Clark Estates a Planned Community" by Mannarino Builders, Inc. dated June 25, 2015 and recorded in Volume 2469 at Page 5 of the South Windsor Land Record and the Schedules attached to said Declaration, as the same may be amended to the date of these presents.

Unit 18 of said Planned Community is shown on a certain map or plan entitled, "SCHEDULE A-3 OF THE DECLARATION OF CLARK ESTATES, A RESIDENTIAL PLANNED COMMUNITY, PREPARED FOR MANNARINO BUILDERS, INC. PLOT PLAN 140± CLARK STREET SOUTH WINDSOR, CONNECTICUT ALFORD ASSOCIATES INC. CIVIL ENGINEERS WINDSOR, CONNECTICUT WILSON M. ALFORD, JR., P.E. & L.S. DATE: JUNE 18, 2014 SCALE: 1 IN = 40 FT. REVISIONS 6-20-14 REVISED PER COMMENTS FROM TOWN ENGINEER DATED 6-19-14 8-5-14 INCORPORATED P&ZC CONDITIONS OF APPROVAL FOR SPECIAL EXCEPTION AND SITE PLAN OF DEVELOPMENT 8-20-14 INCORPORATED TOWN STAFF COMMENTS 10-29-14 ADDED PROPOSED STORM DRAINAGE EASEMENTS & RIGHTS TO DRAIN 6-22-15 ADDED DECLARED UNITS 4, 7, 11, 15 & 18 SHEET S-1", which map or plan is incorporated in the Declaration of Clark Estates a Planned Community as Schedule A-3, the mylar of which is on file in the Town of South Windsor Land Records and reference to which may be had for a more particular description.

The premises are hereby conveyed together with and subject to the terms, conditions, agreements, obligations, and easements contained in the Declaration of Clark Estates, a Planned Community, as it may be amended or supplemented. The Grantees, by acceptance of this deed, hereby expressly assume and agree to be bound by and to comply with all of the terms, conditions, agreements, obligations and easements as set forth in said Declaration, the Bylaws of the Association and Exhibits and/or Schedules thereto as they may be amended or supplemented.

HOUSING AFFORDABILITY RESTRICTIVE COVENANT: The premises are further convey specifically subject to the provisions of the Declarant's HOUSING AFFORDABILITY PLAN (the "PLAN") dated June 22, 2015. By way of summary, the PLAN calls for 4 of the 18 single family residential housing units within the Planned Community to be designated as "Housing Opportunity Units," meaning that all such units will be affordable to individuals or


Doc ID: 002377500004 Type: LAN
Book 2474 Page 275 - 278
File# 03934

Conveyance Tax Received
State \$ 2310.00 Local \$ 770.00
Heidi Tishan
Town Clerk of South Windsor

families earning eighty percent (80%) or less of the median area income as determined under the provisions of the PLAN. Persons seeking to qualify for these affordable housing opportunities are referred to under the PLAN as "Affordable Housing Opportunity Applicants". The Affordable Housing Opportunity Units will be maintained as such for no less than 40 years (the "Affordability Period"). Because the information regarding median incomes for the foregoing respective determination areas are updated periodically, the actual maximum purchase price will be calculated at the time of purchase. The Grantee herein has qualified as an eligible Affordable Housing Opportunity Applicant for the Affordable Housing Opportunity Unit conveyed herein. During the 40 years running from the date of this conveyance if the Grantee wishes to convey the premises for sale will have to be at a price and to an individual or individuals who qualify under the provisions of the PLAN. All subsequent owners of the premises will also be subject to the provisions of the PLAN until the expiration of the 40 year Affordability Period. THIS AFFORDABILITY RESTRICTION IS HEREBY MADE AS A RESTRICTIVE COVENANT THAT SHALL RUN WITH THE PREMISES FOR A PERIOD OF 40 YEARS FROM THE DATE OF THIS CONVEYANCE.

The premises are further conveyed together with and subject to a right of way, in common with others for all purposes for which a public right-of-way may be used, to and from Clark Street, over the street known as Frank's Way and along said street, all as shown on Schedule A-3 of the Declaration of Clark Estates a Planned Community.

THE ABOVE PREMISES ARE ALSO CONVEYED SUBJECT TO:

1. Any and all provisions of any municipal ordinance or regulation, any federal, state or local law, including, but not limited to, the provisions of any zoning, building, planning, or inland wetland rules and regulations governing the subject property.
2. Taxes of the Town of South Windsor on the List of October 1, 2014, including any reassessment or reallocation from the date of the Certificate of Occupancy for the Unit in question is issued, which become due and payable after the date of the delivery of this Deed which the Grantees assume and agree to pay as part of the consideration for this deed.
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5. An Electrical Distribution Easement in favor of The Connecticut Light & Power Company, dated October 16, 2014 and recorded in Volume 2433 at Page 228 of the South Windsor land Records, said easement running over a 10 foot wide strip next adjacent to and all

along the outside boundary of the proposed street delineated as Frank's Way as shown on the above referenced map.

6. A sidewalk easement being shown on the above referenced map, in favor of the Town of South Windsor, along a 10 foot strip of the entire westerly boundary line of the planned community, running next and adjacent to the easterly line of Clark Street, said easement being dated June 22, 2015 and recorded on June 23, 2015 in Volume 2468 at Page 89 of the South Windsor Land Records.

7. A detention basin and storm water drainage easement being referred to on the above referenced map, in favor of the Town of South Windsor, over Parcel B as shown on said map, said easement being dated June 22, 2015 and recorded on June 23, 2015 in Volume 2468 at Page 84 of the South Windsor Land Records.

8. A Gas Distribution Easement, in favor of the Yankee Gas Services Company, said easement running over a 10 foot wide strip next adjacent to and all along the outside boundary of the proposed street delineated as Frank's Way as shown on the above referenced map, said easement to be recorded in the South Windsor land Records. The Declarant hereby expressly reserves the right to grant and/or convey said easement to the Yankee Gas Services Company following the recording of the Declaration or any amendment thereto.

9. A 40 foot wide building setback running along the entire perimeter of the Planned Community as shown on the above referenced map.

10. To the extent applicable to the Unit being conveyed herein, a right to drain storm water reserved by the Declarant in favor of Units 2, 3, 4, 5, 6, 7, 8, 9 and 10, all as shown on the above referenced map and specifically to the extent shown thereon as to each respective unit so delineated. The Declarant hereby expressly reserves the right to grant and/or convey such easements by separate instrument to the respective Unit Owner of each unit so delineated, following the recording of the Declaration or any amendment thereto.

11. The declarant's right to convey the road constructed, or to be constructed, within the planned community, and to be known as Franks Way, to the Town of South Windsor as a public street.

12. The Declarant's right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land shown on the Survey for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the Planned Community.

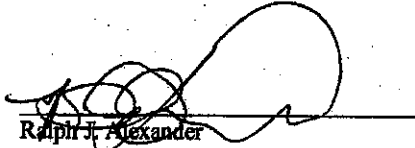
13. The Declarant's reservation of right to right to grant easements to applicable public utility companies, whether or not specifically enumerated under the provisions of the Declaration or by the provisions of any previous land record instruments or otherwise, and further to the

Declarant reserves the right to convey any and all Improvements relating to and within those easements and anywhere within the Planned Community for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the Planned Community.

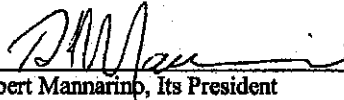
14. All the provisions of, including but not limited to all reservations of rights by the Declarant, contained in the Declaration of Clark Estates a Planned Community dated June 25, 2015 and recorded in Volume 2469, at Page 5 of the South Windsor Land Records, and, in addition to all other provisions of the Declaration, the housing affordability restrictions contained under the Declarant's Housing

Signed this 10th day of July, 2015.

Signed, Sealed and Delivered
in the Presence of:


Ralph J. Alexander

MANNARINO BUILDERS, INC.

By 
Robert Mannarino, Its President


Susan A. Carreiro


STATE OF CONNECTICUT)

) ss. South Windsor


July 10, 2015

COUNTY OF HARTFORD)

Personally appeared Robert Mannarino, duly authorized President of Mannarino Builders, Inc., Signer of the foregoing Instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said corporation as such President, before me.


Susan A. Carreiro
Notary Public
My Commission Expires: 6/30/20

Grantees' Address:
7 Frank's Way
South Windsor, CT 06074

Received for Record 7/20/2015
At 9:20 AM
Recorded in South Windsor, CT
By 
Town Clerk

Article 11- Appendices

Section 11.6 APPENDIX F

Designed Residence Zone (DRZ)

3.3.1 Purpose

The purposes of the Designed Residence Zone are:

1. To afford South Windsor innovative owner-occupied one-family dwellings that constitute well-planned, functional, and aesthetically pleasing residential environments, and which by design are compatible with abutting zones and uses;
2. To increase the supply of affordable housing within the town; and
3. To protect environmentally sensitive areas of town that are unprotected through other means.

The Commission encourages the use of open space as a buffer between the public and the developed areas, with the developed areas clustered into the interior and the open space becoming a visual open space shared by the public (particularly when there is a natural feature that would enhance the buffer). The development should consist of clusters of buildings to give the appearance of small neighborhoods with open space between the clusters.

3.3.2 Establishment of Zone

The DRZ zone may be established after consideration of various factors, including, but not limited to the supply of affordable housing in the town and those criteria outlined in Article 8 Zone Change, Special Exception and Site Plan Standards and Procedures.

3.3.3 Form of Ownership/Occupancy

- A. Ownership in a DRZ development is limited to common interest community form of ownership. All land except that in the approved exclusive use area(s) shall be owned by the common interest community, or, at the discretion of the commission, environmentally sensitive land may be deeded to the Town of South Windsor or to a non-profit organization that will protect it in perpetuity.
- B. The development shall comply with Chapter 828 of the Connecticut General Statutes, i.e., Common Interest Ownership Act, and all other state and local common interest community regulations.

3.3.4 Dwelling Size and Type

- A. The size of dwelling units shall not exceed 1400 square feet. An applicant may request a waiver of this provision from the Commission for specific dwelling units after demonstrating good cause for such waiver. Where a waiver is granted, the Commission may condition such waiver to ensure that the intent of these regulations is not compromised. A variety of sizes is desirable.
- B. Applicants may provide a variety of unit types. Affordable units shall be equally dispersed throughout the development. Affordable units must have a mix of number of bedrooms, including three-bedroom units. The applicant's site development plan shall show the mix of unit types.
- C. In addition to interior storage areas, each dwelling unit in a DRZ zone shall have 60 square feet exterior storage.

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3.3.5 Area and Density Requirements

- A. There is no minimum parcel size. The suitability of the proposed parcel for the Designed Residence Zone will be determined based upon the criteria enumerated previously. The parcel must consist of contiguous acreage not divided by a public street. The parcel shall have at least 200 contiguous feet on a town-owned street, and the primary entrance must be located within the 200 feet of frontage. Where the proposed number of units exceeds 65 feet, a secondary entrance may be required by the Commission. The entire parcel must be located in the proposed DRZ zone area.
- B. The minimum frontage requirement may be reduced by 1 foot for every 2 feet by which the development's front yard setback is increased; provided, however, that the frontage is not reduced to less than 100 feet. Where the increased setback/reduced frontage provision is used, no pavement/parking areas/imperious areas shall be allowed within additional setback.
- C. The maximum number of units allowed is 80 units.

3.3.6 Density Bonus

- A. The overall density of the development shall be 3 dwelling units multiplied by the net buildable acreage of the parcel. Density bonuses as outlined below may be granted by the Commission upon satisfaction of the appropriate requirements. All calculations of proposed density must appear on the General Plan of Development, and are arrived at by multiplying the requested density by the net buildable acreage (see Article 10 Definitions). In no case shall the allowable density exceed 4 units per acre of net buildable acreage.
- B. In order to meet the purposes of these regulations and to increase the supply of affordable housing in the Town of South Windsor the following modifications in density shall be allowed providing that all other requirements of these regulations are met. In all cases the developer must show the Commission the means by which these dwelling units shall remain affordable on resale as well as assure the Commission that the units will remain owner-occupied. Furthermore, when the density is increased, at least half the required affordable units must be made affordable by decreasing the square footage of the unit, rather than leaving unfinished interiors.
- C. Density bonuses may be allowed in accordance with the following:

Table 3.3.6A Density Bonuses

15%	2.5
20%	3.0
25%	3.5
30%	4.0

- D. In order to meet the purpose of these regulations and to protect environmentally sensitive land that may not be protected under the authority of the Inland Wetlands Agency/Conservation Commission or other regulatory body of the Town, State, or Federal Government, the Commission may at its discretion increase the allowable density to not more than 4 units per acre of net buildable acreage and/or reduce the required percentage of affordable units, providing that the developer furnishes the Commission an acceptable method by which such land shall remain undisturbed over time.

Article 11- Appendices

3.3.7 Minimum Setbacks

- A. Minimum setbacks shall be as shown in Table 3.3.7A

Table 3.3.7A Minimum Setbacks

20 feet	Between buildings containing dwelling units. (Setback shall be as determined by the Commission but in no case shall be less than 20 feet.)
35 feet	Between any building (except bus shelters) and the street line of the principal private streets.
23 feet	Between any building (except bus shelters) and the street (right-of-way) line of principal streets that will be town-owned.

- B. Minimum setbacks between accessory buildings (such as storage sheds or garages) and buildings containing dwelling units shall be consistent with good design relative to fire safety, emergency access, function, and aesthetics, as approved by the Commission. The setbacks shall vary depending upon the height of the building and the placement of windows on the side of the buildings in question.

3.3.8 Storage

In addition to closets and similar inside storage, each dwelling unit shall have storage area of a minimum of 60 square feet. All such storage areas shall be located either in a basement with exterior entrance or in a garage.

3.3.9 Parking and Access Ways

- A. Dwelling units shall be located at a distance from off-street parking as determined by the Commission; however, no dwelling unit shall be located more than 100 feet from the parking spaces serving said unit.
- B. Except for parking areas expressly designated for the physically handicapped, minimum setback shall be:

Table 3.3.9A Setback of Parking

Property line	60 feet
Centerline of the site's principal street	25 feet
Center point of a cul-de-sac for the site's principal street	50 feet

C. Prohibited Parking

1. No parking shall be permitted directly adjacent to the principal street. No parking shall be permitted off the common driveways. Parking shall be restricted to designated areas and driveways serving individual garages.

Article 11- Appendices

2. Common interest community rules shall limit the number of trucks, trailers, camping vehicles, and other commercial vehicles that can be parked on the parcel. No trailers or camping vehicles may be parked or stored within the rear setback of the envelope.
- D. To the maximum extent possible, common driveways to serve individual units shall be provided to reduce the amount of impervious surface.
- E. All streets and access ways shall be installed by the applicant in accordance with Town procedures and design standards. The principal street may become a Town-owned and maintained public street if designed in strict accordance with the Town's specifications for public streets. All other streets and access ways shall be owned and maintained by the development.
- F. **Streets and Access Ways**

Table 3.3.9B Standards for Streets and Access Ways

Principal Streets		26 feet	
Streets and access ways other than principal streets	26 feet		
Access ways and one-way streets		16 feet	Greater widths shall be required to accommodate vehicular movements where parking is provided contiguous to access ways or when the access way services more than 5 dwelling units.

1. Streets that will become Town-owned streets must have a right-of-way width of 50 feet.
2. Cul-de-sac streets shall not exceed 600 feet in length.
3. Street and access way pavement shall be installed no closer than 10 feet from a buffer line of the parcel, and no closer than 10 feet from a property line.

G. Ingress and Egress

Points of vehicular ingress and egress shall be consistent with public safety and welfare, and shall provide no undue hindrance to the safety conditions of existing or proposed streets.

3.3.10 Bus Shelters

- A. In the event regular public passenger transportation will be available to residents of the development, a shelter shall be provided by the developer at a location convenient to the residents and readily serviceable by the passenger transportation operator. The design and material composition of a shelter shall be approved by the Commission. This bus shelter may be the same shelter as the School Bus Shelter described below.
- B. A shelter area contained within a building accessible and convenient to all residents of the development and readily serviceable by the passenger transportation operator, such as a community building, may be substituted for a free-standing structure if approved by the Commission.
- C. An adequate bus shelter for school children shall be provided.

Article 11- Appendices

3.3.11 Recreation/Open Space

A. Purpose

In order to conserve sensitive or exceptional features of the site and to afford adequate recreational facilities for the development's residents, there shall be provided common areas designed to meet the special requirements of the development's residents.

B. General Requirements

1. The amount, location and constitution of the recreation facilities and/or undeveloped recreation land shall be proposed by the applicant and approved by the Commission.
2. These areas shall include recreation areas such as pedestrian paths, garden plots, child playgrounds or tot lots, gently sloping fields of sufficient size to accommodate active sports and courts for tennis, platform tennis, and basketball.
3. Recreation land, developed or undeveloped, shall be collectively located and shall be exclusive of required buffers.
4. Open space, whether developed or undeveloped, must be suited to the proposed use. (For example, above-ground drainage facilities such as swales and detention basins, or land that is primarily wetlands, will generally not meet this criterion.)
5. Access to the open space must be provided to all residents of the development and/or public where appropriate.

C. Provision for Setting Aside Land

The developer shall provide at least 600 square feet of developed recreation land per dwelling unit, or 3500 square feet of undeveloped recreation land per dwelling unit where the Commission deems the proposed undeveloped recreation land will better suit the needs of both the development and the Town of South Windsor.

D. Phasing

The phasing of the installation of developed recreational land shall be indicated by the applicant and approved by the Commission.

E. Ownership

1. The developed recreation land shall be legally established as part of a common interest community and satisfactorily maintained by the common interest community.
2. Undeveloped recreation land shall be either dedicated to the Town as an acceptable condition of application approval, or established legally as part of a community association, to be owned and satisfactorily maintained by the association.

F. Conservation Areas

1. Conservation areas such as stream belts, waterbodies and watercourses, wetlands, steep slopes, woodlands, flood plains, and other sensitive or exceptional natural features of the site shall be preserved wherever possible.

At the discretion of the Commission, all conservation land shall be either dedicated to the Town as an acceptable condition of application approval, dedicated to another organized non-profit group (such as a

Article 11- Appendices

land trust, nature conservancy, etc.) in perpetuity, or established legally as part of a common interest community, such to be owned and satisfactorily maintained by the common interest community.

ADDITIONAL Designed Residence Zone Developments REFERENCES DELETED FROM THE FOLLOWING SECTIONS: Section 1.1; Table 3.1.1A; Table 3.1.2A; Section 3.1.2H.7; Section 6.1.1; Table 6.2.4A; Table 6.4.3A; Table 6.5.7B; Section 7.11.2