

# DOCUMENTATION OF ELIGIBILITY FOR CERTIFICATE OF AFFORDABLE HOUSING COMPLETION

**Project Name and Address**

Berry Patch

205 Oakland Road

South Windsor, CT 06074

**Projects Owner's Name and Address**

The Metro Realty Group, LTD

6 Executive Drive, Suite 100

Farmington, CT 06032

**Person or Entity Responsible for Compliance**

The Metro Realty Group, LTD

6 Executive Drive, Suite 100

Farmington, CT 06032

**Description of Project:** 81 Affordable Elderly Rental Units in five buildings

The Planning and Zoning Commission approved a text amendment on 4/30/2002 that modified Section 4.1.11c Housing for the Elderly to increase the maximum number of units in a development to 102 units.

This project was submitted as a friendly CGS 8-30G and Financed through CHFA

Included in this summary is:

Original approval letter

Declaration and Agreement of Restricted Covenants

Extended Low-Income Housing Commitment

Compliance and Regulatory Agreement

Declaration of Restrictive Covenants

Rent Rolls - Redacted

Zoning Regulations – Section 4.1.11c Housing for the Elderly, approval letter and PZC minutes adopting the regulation



## *Town of South Windsor*

1540 SULLIVAN AVENUE • SOUTH WINDSOR, CONN. 06074  
AREA CODE 860 / 644-2511

August 5, 2002

### **CERTIFIED MAIL**

Mr. Geoffrey Sager  
The Metro Realty Group, LTD  
10 Executive Drive  
Farmington, CT 06032

Mr. George Daniels  
South Windsor Housing Authority  
50 Elm Street  
South Windsor, CT 06074

Dear Mr. Sager and Mr. Daniels:

Re: Appl #02-22P, Berry Farm Special Exception and Site Plan

We are pleased to advise you that the Planning & Zoning Commission voted on July 30, 2002, to approve with modifications the above referenced application for a Site Plan of Development and Special Exception to Section 4.1.11 and Site Plan of Development for a 102 unit senior residence development on property located on the southerly side of Oakland Road, westerly side of Felt Road, AA-30 zone as shown on plans prepared by Design Professionals, Inc., Job No. 1521, dated June 27, 2002, 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 a bond in the amount of \$25,000 for erosion and sediment control, and a bond in the amount of \$20,000 to ensure stabilization of the swale and stream crossing.
4. An as-built plan is required prior to issuance of a Certificate of Occupancy per Section 8.1.10 of the Zoning Regulations.
5. A landscape bond in the amount of \$10,000 is required and must be submitted prior to filing of mylars.
6. All plans used in the field by the developer must bear the stamp and authorized signature of the Town of South Windsor.

7. WPCA approval is required.
8. The building(s) street number must be included on the final plan.
9. Town Engineer's review comments dated July 18, 2002, (with the exception of the final comment) must be addressed to the Town Engineer's satisfaction.
10. Required restrictive covenants to the South Windsor Housing Authority must be reviewed and approved by the Planning and Zoning Commission and the Town Attorney.
11. Decorative grills are required over wall condenser units.
12. Applicant must return to ADRC for review of building colors.
13. Wherever sidewalks directly abut parking areas, the sidewalks must be five feet wide.
14. The stone wall must be constructed to 4' high at the entrance.
15. The sidewalk to the Wapping Shopping Center must be shown on the plans.

Black and white transparent mylars of Sheets #2 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 as well as the Inland Wetlands Agency/Conservation Commission must be reproduced on the mylars.

After the mylars have been signed by the Commission, they will be returned to you for filing in the Office of the Town Clerk. After filing these plans (including landscaping and architectural 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,



Kevin McCann, Chairman  
Planning & Zoning Commission

KMcM/kah

cc: Town Engineer  
Chief Building Official  
Assessor  
Superintendent of Pollution Control  
Fire Marshal  
Design Professionals, Inc.



I, Kevin McCann, Chairman of the South Windsor Planning & Zoning Commission, hereby certify that on July 30, 2002, the Planning and Zoning Commission granted to Metro Realty Group, LTD and South Windsor Housing Authority a Special Exception to Article 4.1.11 of the Zoning Regulations and Resubdivision to for the construction of a 102 unit senior residence development on property located on the souther side of Oakland Road, westerly side of Felt Road, AA-30 zone as shown on plans prepared by Design Professionals, Inc., Project No. 1521, dated June 27, 2002 as revised.

Assessor's Map and Parcel Number: Map #52 Parcel #92  
More particularly bounded and described as follows: See attached

OWNER OF RECORD: Donald S. Dzen

Dated at South Windsor, Connecticut this 2<sup>nd</sup> day of August 2002.

In accordance with CGS Section 8-3d



Kevin McCann, Chairman  
Planning & Zoning Commission

Received for record this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at

South Windsor, Connecticut

ATTEST:

Metto  
1521

VOL. 1056 PAGE 245  
QUITCLAIM DEED - STATUTORY FORM

125

KNOW YE, That I, JOHN DZEN of the Town of South Windsor, County of Hartford and State of Connecticut,

for consideration paid,

grant to DONALD DZEN of the South Windsor, County of Hartford and State of Connecticut,

with QUITCLAIM COVENANTS

An undivided one-half (1/2) interest in and to a certain piece or parcel of land located on the Southwesterly side of Oakland Road in the Town of South Windsor, County of Hartford and State of Connecticut and more particularly bounded and described as follows:

Beginning at a point marked by a drill hole in brownstone in the apparent general southwesterly line of Oakland Road a/k/a Connecticut Route 30 which point marks a Northwesterly corner of the premises herein described and a Northeasterly corner of land now or formerly of Pauline G. Johnson; thence, S. 37° 11' 46" W., a distance of 147.46 feet to a brownstone; thence continuing along said Johnson, N. 45° 51' 28" W., a distance of 119.61 feet to a concrete monument; thence continuing along said Johnson, S. 39° 34' 11" W., a distance of 179.98 feet to a granite monument; thence continuing along said Johnson and land now or formerly of Anton Simler, Jr., in part on each, N. 61° 31' 51" W. in all, a distance of 293.72 feet to an iron pin; thence N. 52° 09' 44" W. along line of said Simler, a distance of 108.86 feet to an iron pin; thence N. 76° 58' 41" W., still along line of land of said Simler, a distance of 70.51 feet to an iron pin; thence N. 89° 13' 59" W., still along line of said Simler, a distance of 216.28 feet to a granite monument; thence continuing along line of land now or formerly of Fred S. Katten, N. 85° 29' 41" W., a distance of 114.91 feet to a point; thence S. 03° 48' 46" E. along line of land formerly of the Grantor and Grantee, now of The Village at Buckland Court, Limited Partnership, a distance of 569.08 feet to a point; thence S. 76° 28' 10" E., a distance of 10.97 feet to an iron pin; thence S. 76° 17' 19" E. along line of land of parties unknown, land now or formerly of Karen E. Heldman and land now or formerly of Karen A. O'Connor, in part on each, in all a distance of 696.49 feet to an iron pin; thence continuing S. 73° 59' 02" E. along land now or formerly of Bryan M. and Heather Corsini and land now or formerly of Michael J. and Kristina G. Suppicich, in part on each, in all a distance of 621.53 feet to an iron pin in line of Felt Road; thence, N. 21° 13' 25" E. along Felt Road, a distance of 95.98 feet to an iron pin; thence, N. 68° 45' 26" W. along line of land now or formerly of Lois H. Petersen, a distance of 182.82 feet to an iron pin; thence N. 42° 17' 02" W. still along line of said Petersen, a distance of 489.28 feet to a concrete monument; thence N. 37° 39' 09" E. still along line of land of said Petersen, a distance of 355.51 feet to a broken monument in line of said Oakland Road; thence N. 42° 14' 34" W. along Oakland Road, a distance of 61.78 feet to the drill hole in a brownstone monument which marks the point and place of beginning.

Said parcel contains 14.01 acres of land, more or less.

Together with and subject to all such easements, rights of way and water rights as of record appear.

Said premises are subject to any and all provisions of any ordinance, municipal regulation, or public or private law.

AS PART CONSIDERATION for this conveyance, the Grantee herein assumes and agrees to pay the property taxes assessed or to be assessed by the Town of South Windsor on the List of October 1, 1998, and thereafter.

CONVEYANCE TAX RECEIVED  
STATE \$ 1007.<sup>52</sup> LOCAL \$ 221.<sup>69</sup> No.  
*Deborah P. Dickford*  
TOWN CLERK OF SOUTH WINDSOR

DP-94-QC.DOC

RECEIVED

MAY 1 2002

SOUTH WINDSOR PLANNING DEPT.

8 1999 19

JOSOP  
AGE 243  
TOWN CLERK

I, Robert Warren, Chairman of the South Windsor Zoning Board of Appeals hereby certify that on April 4, 2002 the Zoning Board of Appeals granted to: The South Windsor Housing Authority, 1540 Sullivan Avenue and The Metro Realty Group, LTD, 6 Executive Drive, Farmington, CT., a 5' variance to section 4.1.11.2.d to allow a housing for the elderly project with 95' of frontage on a town road (100' required), AA-30 zone.

on premises located: 205 Oakland Road

and more particularly bounded and described as follows:

SEE ATTACHED

OWNER OF RECORD: Donald Dzen

Dated at South Windsor, Connecticut this 15th day of April, 2002.

Robert Warren/dr.  
Robert Warren, Chairman

PUBLIC ACT #75-317

Received for Record this 30th day of April 2002

at 8:15 am

VOLUME 1314

PAGE \_\_\_\_\_

TOWN CLERK Theresa G. Samuel, Assistant



In all People to Whom these Presents shall Come, Greeting.

Know Ye, That I, NORMAN M. PETERSEN, of the Town of South Windsor, County of Hartford and State of Connecticut, hereinafter referred to as "Grantor"

for the consideration of One Dollar (\$1.00) and other valuable considerations

received to my full satisfaction of JOHN DZEN, of the Town of South Windsor, County of Hartford and State of Connecticut, and DONALD DZEN, of the Town of Ellington, County of Tolland and State of Connecticut, hereinafter referred to as "Grantees"

do give, grant, bargain, sell and confirm unto the said JOHN DZEN and DONALD DZEN, their heirs and assigns forever, as tenants in common but not as joint tenants,

a certain piece or parcel of land, situated in the Town of South Windsor, County of Hartford and State of Connecticut, and being more particularly bounded and described as follows:

Commencing at a point in the general westerly line of Oakland Road, which said point is sixty and ninety-four one-hundredths (60.94) feet southeasterly of a merestone as measured along said road from land now or formerly of Clyde E. Johnson;

thence N. 29° 03' 10" W., and along the westerly line of Oakland Road, a distance of Sixty and Ninety-four One-hundredths (60.94) feet to a merestone at land now or formerly of Clyde E. Johnson;

thence S. 50° 51' 30" W., and along land of Johnson, a distance of One Hundred Fifty and Ninety-five One-hundredths (150.95) feet to a merestone;

thence turning N. 30° 46' 30" W., and along land now or formerly of Clyde E. Johnson, a distance of One Hundred Nineteen and Twenty-two One-hundredths (119.22) feet to a merestone;

thence S. 52° 47' 52" W., a distance of One Hundred Eighty and One One-hundredths (180.01) feet to a merestone;

thence turning N. 48° 14' 46" W., a distance of Two Hundred Ninety-three and Fifty-seven One-hundredths (293.57) feet to an iron pin;

thence turning N. 38° 51' 58" W., a distance of One Hundred Eight and Eighty-six One-hundredths (108.86) feet to an iron pin;

thence N. 63° 40' 55" W., and along land now or formerly of Richard H. Simler, a distance of Seventy and Fifty-one One-hundredths (70.51) feet to an iron pin;

thence N. 76° 12' 34" W., a distance of Two Hundred Seventeen and Fourteen One-hundredths (217.14) feet to a merestone;

thence N. 72° 02' 03" W., and along land now or formerly of Fred Katten, a distance of Seven Hundred Fifty and Ninety-eight One-hundredths (750.98) feet to a point;

thence S. 80° 20' 06" W., a distance of One Hundred Sixty-eight and Sixty-two One-hundredths (168.62) feet to a merestone;

thence S. 15° 29' 10" W., a distance of One Hundred Seventy-two and Ninety-one One-hundredths (172.91) feet to a merestone;

thence S. 14° 31' 50" W., a distance of One Hundred Seven and Seventy-nine One-hundredths (107.79) feet to a merestone;

thence S. 73° 38' 50" E., a distance of Sixty-seven and Fifty One-hundredths (67.50) feet to a merestone;

thence S. 17° 14' 10" W., a distance of Seventy-one and Nine One-hundredths (71.09) feet to a merestone;

thence turning S. 61° 43' 55" E., a distance of Four Hundred Sixty-eight and Twenty-nine One-hundredths (468.29) feet along land now or formerly of C. Buckland

to a point;

\$105.60 Conveyance Tax received

Register of Deeds  
South Windsor, Conn.  
1940



thence S. 63° 13' 08" E., a distance of Three Hundred Forty-one and Fifty-six One-hundredths (341.56) feet to a point at a boulder;  
thence S. 63° 02' 17" E., a distance of Six Hundred Ninety-six and Forty-nine One-hundredths (696.49) feet to a point;  
thence S. 60° 44' 00" E., a distance of Six Hundred Twenty-one and Fifty-two One-hundredths (621.52) feet to a point in the northwesterly line of Felt Road;  
thence N. 34° 34' 05" E., and along the northwesterly line of Felt Road, a distance of Ninety-five and Ninety-eight One-hundredths (95.98) feet to a point;  
thence turning N. 55° 25' 55" W., a distance of One Hundred Eighty-two and Eighty-two One-hundredths (182.82) feet to a point;  
thence turning N. 29° 03' 10" W., in a line parallel with the northwesterly line of Oakland Road, a distance of Four Hundred Eighty-nine and Twenty-eight One-hundredths (489.28) feet to a point;  
thence turning N. 50° 50' 50" E., a distance of Three Hundred Fifty-five and Fifty-one One-hundredths (355.51) feet to a point, which said point marks the point and place of beginning.

Said premises are subject to building, building line, zoning restrictions and other municipal ordinances of the Town of South Windsor.

Said premises are subject to taxes on the List of October 1, 1974, which said taxes the Grantees herein assume and agree to pay as part consideration for this transfer.

Said premises are subject to a sewer lien which the Grantees herein assume and agree to pay as part consideration for this transfer.

RECEIVED FOR RECORD:

DATE 04/30/02 TIME 8:15 A.M.

*Theresa G. Samuel*  
TOWN CLERK, SOUTH WINDSOR, CT  
Assistant





## *Town of South Windsor*

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

May 1, 2002

CERTIFIED MAIL 7001 2510 0003 1937 0133

Mr. Jeff Sager  
Metro Realty Group, LTD  
6 Executive Drive  
Farmington, CT 06032

Mrs. Janet Prior  
The South Windsor Housing Authority  
50 Elm Street  
South Windsor, CT 06074

Dear Mr. Sager and Mrs. Prior:

Re: Appl #02-10P, Metro Realty Group/South Windsor Housing Authority

We are pleased to advise you that the Planning & Zoning Commission voted on April 30, 2002, to approve your proposed amendment to Section 4.1.11.2c to increase the maximum number of units in a development to 102 and to increase the number allowed in town to 200 units. Enclosed is a copy of the legal notice for the amendment.

Sincerely,

Kevin McCann, Chairman  
Planning and Zoning Commission

KMcC/kah

cc: Design Professionals





**DECLARATION AND AGREEMENT OF RESTRICTIVE COVENANTS**

This Declaration and Agreement of Restrictive Covenants (this "Agreement") made and entered into as of the 18<sup>th</sup> day of December, 2003, by and between **BERRY PATCH ASSOCIATES LIMITED PARTNERSHIP**, a limited partnership organized and existing under the laws of the State of Connecticut with an office and principal place of business at 6 Executive Drive, Farmington, Connecticut 06032 (the "Declarant"), and the **CONNECTICUT HOUSING FINANCE AUTHORITY**, a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut, having its office and principal place of business at 999 West Street, Rocky Hill, Connecticut 06067 (the "Authority"),

W I T N E S S E T H:

WHEREAS, the Declarant, as owner in fee simple of the property described in **Exhibit A** attached hereto and made a part hereof (the "Property"), has applied to the Authority for a first mortgage loan in the amount of up to SIX MILLION ONE HUNDRED FIFTY THOUSAND AND 00/100THS (\$6,150,000.00) DOLLARS (the "Mortgage Loan") to aid the Declarant in financing the acquisition and construction/renovation on the Property of a multifamily rental housing development for persons of low and moderate income, pursuant to the provisions (i) of the Connecticut Housing Finance Authority Act, Chapter 134 of the Connecticut General Statutes, as amended (the "Act") and (ii) of the Internal Revenue Code of 1986, as amended, (the "Code") and the regulations promulgated thereunder, as amended (the "Regulations");

WHEREAS, the Property is known as Berry Patch, Oakland Road, South Windsor, Connecticut and is identified as Authority Development No. 03008M;

WHEREAS, Declarant acknowledges that: (i) the Authority is providing the Mortgage Loan to the Declarant to finance the Development in furtherance of its corporate purposes under the Act, and (ii) the accomplishment of such purposes is dependent in part upon compliance by the Declarant with the restrictive covenants set forth herein;

WHEREAS, Declarant acknowledges the resulting beneficial interest of the Authority in the Development and acknowledges that Declarant's ownership and operation of the Development are in furtherance of the discharge of a public trust;

WHEREAS, the Authority, as a condition of its willingness to make the Mortgage Loan, requires that the Declarant, by entering into the restrictions, terms, conditions and covenants set forth below, consent to be regulated and restricted by the Authority in the management and operation of the Development as herein provided and as provided by the Mortgage Loan Documents (as defined below), the Act, the Code, the Regulations, and any rules, regulations, policies, and Procedures of the Authority; and

WHEREAS, Declarant is willing to execute and abide by this Agreement as a condition of obtaining the Mortgage Loan and receiving continuing benefits under the Act, the Code and the Regulations.

NOW, THEREFORE, in consideration of the Mortgage Loan, and of the mutual promises and covenants hereinafter contained, the parties hereto hereby agree as follows:

## 1. PROPERTY

This Agreement affects the Property which is described in **Exhibit A** attached hereto.

## 2. DEFINITIONS

As used in this Agreement, the terms below shall have the definitions set forth for each one:

*Connecticut Housing Finance Authority 999 West Street Rocky Hill, Connecticut 06067*

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- a. "Apartment Mix" means the apartment mix for the Qualified Units, as follows:

Area Median Income	One-Bedroom	Two-Bedroom	Total
25% AMI	5	0	5
50% AMI	8	0	8
60% AMI	14	54	68
Market Rate (150% AMI)	7	14	21
Totals	34	68	102

- b. "Approved Plans" means the plans, drawings and specifications described to the Authority's Board of Directors in the Resolution adopted September 24, 2003, as amended and accepted by the Authority;
- c. "Compliance Period" means with respect to any building, the period of fifteen (15) taxable years beginning with the first (1st) taxable year of the credit period as defined in Section 42 (i) (1) of the Code with respect thereto;
- d. "Development" means all real and personal property and all assets of whatever nature or wherever situate, used in or owned by the business conducted on the Property, which business is to provide rental housing accommodations for persons of low and moderate income and other facilities incidental thereto. Declarant shall make no change in the nature, size (including number of units) or location of the Development from that which was shown on the Approved Plans;
- e. "Extended Use Period" with respect to a building means the period (i) beginning on the first (1st) day in the Compliance Period in which such building is part of a qualified low-income housing project, and (ii) ending on the later of (I) the date specified by the Authority in the Extended Low-Income Housing Commitment or (II) the date which is fifteen (15) years after the close of the Compliance Period;
- f. "Fiscal Year" means the calendar year or any other period agreed to in writing by the parties hereto as the fiscal year for the Declarant;
- g. "HUD" means the United States Department of Housing and Urban Development or any federal successor thereto;
- h. "Income Limitation" means 25 percent, 50 percent or 60 percent of area median gross income, as the case may be, adjusted for family size, within the meaning of the Code and the Regulations. For this purpose, income is determined as defined at 24 CFR 813.106 (1987);
- i. "Mortgage Loan" means the \$6,150,000.00 interest bearing obligation evidenced by a promissory note of even date herewith from Mortgagor to the Authority (the "Authority Note") and secured by a mortgage deed (the "Authority Mortgage") which Authority Mortgage shall constitute a first lien on the Development;
- j. "Mortgage Loan Documents" means, collectively, the Authority Note, the Authority Mortgage, Security Agreement, the Covenant of Compliance and Regulatory Agreement, the Collateral Assignment of Leases and Rentals, Building Loan Agreement and this Agreement, all of even date herewith, along with the Authority's Mortgage Loan Commitment Letter dated October 27, 2003, as amended, and all other documents executed by Mortgagor in connection with the Mortgage Loan;
- k. "Qualified Person(s)" means elderly (age 62 or older) members of the general public who, at the time each such individual or family first occupies a unit in the Development have annual income that meets the Income Limitation;
- l. "Qualified Rent" means an annual gross rental not greater than thirty percent (30%) of the annual Income Limitation applicable for such unit for each Qualified Person, in accordance with the Statute, the Code and the Regulations; pursuant to



Section 42 of the Code, the maximum rental limits applicable to Qualified Units shall be revised by a percentage equal to any percentage change in Area Median Income. Qualified Rent does not include any payment under Section 8 or any comparable rental assistance program (with respect to such Qualified Units or occupants thereof) and any equivalent rental payment under Section 515 of the Housing Act of 1949 or fee for a supportive service as defined by the Code, but shall include any utility allowance applicable pursuant to the Code, after taking into account such determinations under such Section 8;

- m. "Qualified Unit" means a residential unit at the Development occupied, or available for occupancy, by a Qualified Person(s) at the Qualified Rent;
- n. "Section 42 Income Limitation" means 60 percent of area median gross income, adjusted for family size, within the meaning of the Code and Regulations. For this purpose, income is determined as defined at 24 CFR 813.106 (1987).
- o. "State" means the State of Connecticut.

### 3. RESTRICTION ON USE OF THE DEVELOPMENT

The Declarant hereby covenants and represents to the Authority as follows:

- a. The Development - The Development shall consist of the facilities described in the Approved Plans and shall be located on the Property;
- b. Components of Development - The Development shall consist of a building or buildings or structure and facilities functionally related and subordinated thereto, owned by the same person(s) for tax purposes, all located on a single tract of land and financed under a common plan of finance, and
  - 1. each containing one or more similar units, having separate and complete facilities for living, sleeping, eating, cooking, and sanitation for a single person or a family, and facilities which are functionally related and subordinate to such units; and
  - 2. all of the residential units of which shall be rented or available on a non-transient basis for rental to members of the general public, shall be suitable for residential occupancy, and shall comply with all State and local health, safety and building codes.
- c. The Declarant shall proceed with due diligence to promptly complete construction/renovation of the Development in accordance with the Approved Plans.
- d. Change in Development - The Declarant shall make no change in the nature, size (including number of residential units) or location of the Development from that which was shown on the Approved Plans, as modified to date, without the prior written consent of the Authority.
- e. Continuous Rental Restriction - The Declarant on a continuous basis shall maintain all of the units in the Development either as rented or available for rental to members of the general public during the Compliance Period and the Extended Use Period.
- f. Qualified Low-Income Housing Project Restriction
  - 1. Declarant hereby covenants and agrees to comply with the requirements for qualified residential rental projects and the requirements for obtaining low-income housing tax credits under Section 42 of the Code with respect to the Development during the Compliance Period and its obligations under the Extended Low-Income Housing Commitment entered into between Declarant and the Authority pursuant to Section 42(h)(6) of the Code and incorporated herein by reference.

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During the Compliance Period and the Extended Use Period, each residential unit in the Development shall be rented or available for rental on a continuous basis to members of the general public on other than a transient basis, and eighty-one (81) of said Qualified Units (the "Qualified Units") shall be both rent-restricted and occupied by individuals whose annual income is 60 PERCENT or less of the area median gross income adjusted for family size, in accordance with the following:

- (a) The Qualified Units will be leased, or vacant and available for lease:
    - (i) only to Qualified Persons, in accordance with the Apartment Mix;
    - (ii) at a rental not greater than 30 PERCENT of the Income Limitation for such unit in accordance with Section 42(g)(2) of the Code;
  - (b) The maximum rents that can be charged for such units shall be uniform for each particular housing unit size (e.g., one bedroom units, two bedroom units) regardless of the number of persons residing in such unit;
  - (c) At the discretion of the U.S. Secretary of the Treasury, the maximum income levels may deviate from the area median income to reflect current or future policy on income limits with respect to areas with unusually low family income or high housing cost relative to family income consistent with HUD's determination under Section 8;
  - (d) The Development shall have at least eighty-one (81) Qualified Units and twenty-one (21) Market Rate units (as defined in the Commitment Letter);
  - (e) The Qualified Units shall remain Qualified Units during the Extended Use Period.;
2. Income and area median gross income shall be determined in a manner consistent with determinations of lower income families under Section 8, adjusted for family size, as determined by HUD; and
  3. The Development shall meet the above requirements no later than the close of the first year of the credit period as defined in Section 42(f) (1) of the Code, except as otherwise provided and permitted under subsection (g)(3) of Section 42 of the Code.
  4. After initial occupancy by Qualified Persons but upon again becoming vacant, a unit shall be treated as occupied by Qualified Persons until occupied, other than for a temporary period by another occupant, at which time the character of the unit shall be redetermined by the new occupant's income. In no event shall a temporary period exceed thirty (30) days. A Qualified Unit occupied by an individual or family who, at the commencement of occupancy, was a Qualified Person shall be treated as occupied by a Qualified Person during such individual's or family's tenancy in such unit until such individual's or family's income exceeds 140 percent of the Section 42 Income Limitation at the time of the most recent Determination (as defined below). Once such individual's or family's income exceeds 140 percent of the Section 42 Income Limitation, the unit occupied by such individual or family (an "Overincome Tenant") shall continue to be treated as occupied by a Qualified Person unless, after such Determination, but before the next Determination, any residential unit of comparable or smaller size is occupied by a new resident whose income exceeds the Income Limitation originally applicable to the Over Income Tenant. If, after such Determination but before the next Determination, a



residential unit of comparable or smaller size in the Development is occupied by a new resident who meets the Income Limitation originally applicable to the Over Income Tenant, in accordance with the Apartment Mix, the rent applicable to the Over Income Tenant's unit may be raised to a rent based on 30 percent of the Section 42 Income Limitation at such time. Notwithstanding the provisions of this paragraph 3.f.2., the Development shall also comply at all times with the requirements of Section 42(g)(2)(D) of the Code.

5. Qualified Rent does not include any payment under Section 8 or any comparable rental assistance program (with respect to such Qualified Units or occupants thereof) and any equivalent rental payment under Section 515 of the Housing Act of 1949 or fee for a supportive service as defined by the Code, but shall include any utility allowance determined by the Secretary of the Treasury after taking into account such determinations under such Section 8.
  6. As required by the Authority, the Declarant shall make a determination (the "Determination") on the basis of current income of whether the income of an individual or family residing in a unit of the Development exceeds the applicable Income Limitation. Annually the Declarant shall certify compliance with the applicable Income Limitation to the Authority and the U.S. Secretary of the Treasury, if required (at such times and in such manner as the Authority and Secretary shall each prescribe).
  7. Declarant shall furnish to the Authority, on at least an annual basis, or on some other basis as determined by the Authority to be required by the Code and the Regulations, such information as the Authority shall require, including (i) any compliance forms now or hereafter required to be filed with the U.S. Secretary of the Treasury or the Authority, and (ii) a form entitled "Owner's Certificate of Continuing Program Compliance" attached hereto as **Exhibit B**, and to maintain on file Tenant Income Certification (TC-100), in the form attached hereto as **Exhibit C**, tenant lists, lease applications, copies of any compliance forms filed with the Secretary of the Treasury or Internal Revenue Service, and a waiting list, in order to permit verification that the covenants set forth herein are being satisfied by the Declarant. Declarant shall take such action as the Authority shall from time to time deem necessary to comply with the covenants herein or to correct or cure any failure of the Declarant to comply with the covenants herein. Declarant shall use tenant lease forms acceptable to the Authority, or, if there are no written leases, written and signed certifications of tenants so as to be able to determine tenant qualifications or take such other corrective action as is necessary to comply with the covenants herein or to correct or cure any failure of the Declarant to comply with the covenants herein. Such leases or certifications shall provide that (i) each tenant certify as to the accuracy of statements made in the Tenant Income Certification, (ii) agree that individual or family income and other eligibility requirements shall be deemed substantial and material obligations of his/her tenancy, (iii) comply with all requests for information with respect thereto from the Declarant or the Authority, and (iv) failure to provide accurate information on the Tenant Income Certification or refusal to comply with a request for information with respect thereto shall be a violation of a substantial obligation of his/her tenancy.
- g. The Development shall be residential rental housing within the meaning of the Act, the Code and Regulations, and shall be used for the benefit of those members of the general public of low and moderate income upon certain terms and conditions set out below.
1. During the Compliance Period and the Extended Use Period, the Declarant shall set aside the Qualified Units in the Development for individuals or families who are Qualified Persons at the Qualified Rent, as determined by the Authority. Thereafter, for a period of not less than thirty (30) years

beyond the term of the Mortgage Loan, Declarant shall lease, at the Qualified Rent, or sell or lease said units in the Development in such a manner that said units shall be leased or sold, or held vacant and available for lease or sale, only to individuals or families who are Qualified Persons, as determined by the Authority, or its successor. Such continuing restriction for said period shall operate as follows:

- (i) If all or any part of the Development is sold, transferred or otherwise conveyed to any other individual, party or entity other than the Declarant, such conveyance shall be made by deed subject to an affirmative covenant running with the land, which covenant shall bind the grantee of such deed, and all successors, assigns, and heirs thereof, to the restrictions contained in this Agreement. In the event that such affirmative covenant is omitted from any such deed of conveyance, then such affirmative covenant shall be deemed to have been included and shall run with the land described on Exhibit A as if it had been contained in such deed. The covenant and restrictions shall be binding to the fullest extent permitted by law and equity, for the benefit of, in favor of and enforceable by the Authority, or any of its successors, or their successors and assigns as their interest may appear; and
- (ii) If the Development shall at any time during the Extended Use Period be converted to a common interest community by the Declarant or any grantee as aforesaid, such conversion shall include in the declaration of common interest community an affirmative covenant running with the land and such common interest community shall be subject to the terms and conditions of this Agreement, which shall bind the common interest community association, the common interest community unit owner and their respective successors and assigns, to the restrictions contained in this Agreement. Said covenant shall also require that all units in the common interest community shall be sold, or held vacant for sale, only to individuals or families who are Qualified Persons, as determined by the Authority or its successor(s) at the time of such sale. The covenant shall be binding upon the common interest community association, its successors and its assigns to the fullest extent permitted by law and equity, for the benefit of, in favor of and enforceable by the Authority, or any of its successors and assigns as their interests may appear; said declaration of common interest community shall require that all units that are to be sold or available for sale to individuals or families who are Qualified Persons shall also be subject to the further restriction that no reconveyance of any such unit(s) shall be made unless and until the seller of such unit receives a certification in recordable form acceptable to the Authority or its successors or assigns that the prospective purchaser(s) is(are) an individual who is a Qualified Person. The Authority or its successors or assigns shall designate a party to issue such a certification and shall notify the common interest community, from time to time, of the identity of such party.

A unit may not be conveyed pursuant to a time-sharing plan as defined in Chapter 734b of the Connecticut General Statutes.

- 2. In the event of substantial destruction or condemnation of the Development, as determined by the Authority in its sole discretion, which destruction is not rebuilt or corrected for any reason, then the Declarant shall have the right to request, and the Authority may, so long as it has not delivered any applicable insurance proceeds to the Declarant, release and waive the Declarant and the Property from the terms, restrictions and conditions contained herein. Upon such destruction or condemnation, the Authority, or its successors, or its assigns, shall execute appropriate documents for the Declarant, its successors or assigns to record on the land records for the



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city or town where the Development is located rescinding the restrictions contained herein, if the Authority, in its sole discretion, elects to so release and waive the Declarant and Property from the terms, restrictions and conditions contained herein. If the Authority delivers said insurance proceeds to the Declarant, and the Declarant is required to repair or reconstruct the Development pursuant to the terms of the Authority Mortgage, then this Agreement and the restrictions and covenants contained herein shall remain in full force and effect.

3. As required by the Authority, in every Fiscal Year during the longest of the Compliance Period and the Extended Use Period or until the Authority Mortgage has been released, Declarant shall deliver to the Authority, in a form accepted by the Authority, a certificate setting forth the percentage of units at the Development occupied by individuals or families who are Qualified Persons. The Authority shall have the right to observe the Declarant's records regarding tenants and tenant selection policy for the Development at any time, and to request and receive any information, documentation, or other confirmation that Declarant's tenant selection policy complies with the requirements of the Authority.
4. To the extent necessary to comply with the Act, the Authority's Procedures, including, but not limited to, the Qualified Allocation Plan and Application Process Procedures, the Code and the Regulations, the Authority shall have the right to take any and all actions which it deems appropriate, to rent any unleased or vacant dwelling unit in the Development (if the Development is used for rental units), including without limitation thereof the right to the appointment of a receiver to enter upon and take possession of the Property, to enter into tenant leases, to collect all rents, revenues, issues, income, products and profits thereof and apply the same as the court may direct or to seek any remedy available or necessary for the enforcement of the covenants and restrictions herein. The receiver shall have the rights and powers permitted under the laws of the State and such other powers as the court making such appointment shall confer.

#### 4. APPLICABLE PERIOD

This Agreement shall continue in full force and effect throughout the longest of the applicable periods to enable the Authority and its successors and assigns to enforce compliance by Declarant with the covenants, terms and conditions of the Mortgage Loan and of this Agreement. The covenants and restrictions of the Declarant herein set forth are intended to be and shall be considered covenants which run with the land and shall bind all subsequent owners of such land, except to the extent herein provided. The Authority and the Declarant hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land by enhancing and increasing the enjoyment and use of the Development by low and moderate income persons, the intended beneficiaries of such covenants. The covenants of the Declarant set forth herein are enforceable by the Authority as a contract beneficiary whether or not the Declarant is or remains indebted to the Authority, except to the extent herein provided.

#### 5. CONTROLLING EFFECT

Declarant warrants to the Authority that it shall not execute other declarations or agreements with provisions contradictory, or in opposition to, the provisions hereof and that in any event the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth herein and shall supersede any other requirements in conflict therewith.

#### 6. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, as their interests may appear, except that a foreclosing mortgagee, other foreclosing lien holder, or other owner of the equity, a trustee in bankruptcy or heir of any owner shall be exempt from the Declarant's covenants

contained in this Agreement, until such time as the foreclosed upon property, or property held by a trustee in bankruptcy, or property taken by devise, is sold, leased or otherwise conveyed, at which time such sale, lease, or conveyance shall be subject to the covenants and restrictions herein.

7. SURVIVAL

The covenants of the Declarant set forth herein shall survive a sale, transfer, or other disposition of all or part of, or any interest in, the Development by the Declarant, but shall cease to apply to the Development in the event of involuntary noncompliance caused by fire or other casualty, even though compensated by insurance, government seizure, requisition, change in a federal law or an action of a State or federal government which prevents the Authority from enforcing the requirements herein. The covenants of the Declarant shall also survive a foreclosure if, as a result of such event, at any time during the Extended Use Period the Declarant or a related person (as defined in Section 1.103-10 (e) of the Regulations) obtains an ownership interest in the Development.

8. SUBSEQUENT ACTIONS

Declarant shall file or record such documents and take such other steps as are necessary in order to ensure that the requirements and restrictions of this Agreement shall be binding upon all owners and/or lessees of the Development.

9. TRANSFERS

Declarant shall include the requirements and restrictions contained in this Agreement in any instrument(s) assigning or transferring any interest in the Development to another person so that such transferee has notice of, and is bound by, such restrictions, and to obtain the agreement from any transferee to be bound by and comply with the requirements set forth in this Agreement. Declarant shall also provide a copy of such instrument(s) to the Authority promptly.

10. REMEDIES

Upon the occurrence of an Event of Default, as defined in the Mortgage, the Authority shall have the right to accelerate the Mortgage Loan (if the Declarant is then indebted to the Authority), to pursue its remedies under the Mortgage Loan Documents, to maintain an action or actions in law or in equity against the Declarant, to recover the damages incurred by the Authority from such failure, to require the Declarant (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein, and to immediately (at the expense of Declarant) cure any failure to comply with the covenants set forth herein.

11. CODE REQUIREMENTS

The Declarant acknowledges that this Agreement is based, in part, upon the Code and the Regulations as they exist on the date hereof and that the Code and the Regulations may be subsequently modified or interpreted by the Federal government or the courts in a manner which the Authority believes is inconsistent with the covenants set forth herein. The Declarant shall comply with any additional covenant(s) and restriction(s) which the Authority believes, upon advice of counsel to the Authority, is or are necessary to comply with the Code and the Regulations and which is or are communicated in writing to the Declarant, even though such covenant(s) or restriction(s) is(are) not a part of this Agreement as originally executed; provided, however, that if counsel for the Declarant disagrees with the advice of counsel for the Authority, Declarant shall have the right at its own expense to proceed with obtaining a favorable ruling from the Internal Revenue Service or such court interpretation which Declarant deems advisable and in its best interest, and the Authority shall cooperate fully with Declarant in this connection, so long as Declarant bears the Authority's expenses in obtaining such ruling or decision. In such event, such additional covenant or restriction shall be considered a material part of this Agreement as if it had been originally included herein.



## 12. RECORDING

The Declarant shall cause this Agreement and all amendments and supplements hereto and thereto, to be recorded and filed in the conveyance and real property records of the town in which the Property is located and in such other places as the Authority may reasonably request. The Declarant shall pay all fees and charges incurred in connection with any such recording.

## 13. COMPLIANCE MONITORING

Declarant hereby covenants and agrees to execute, file, and provide any and all information, documentation, or verification required by the federal government or the Authority regarding the covenants and agreements contained herein. Declarant shall pay the Authority's fees as from time to time determined by the Authority for its compliance monitoring duties.

## 14. INVALIDITY

The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

## 15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, except to the extent superseded by Federal law.

## 16. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute the same Agreement.

## 17. NOTICES

Unless otherwise provided for herein, all notices and communications required or permitted hereunder shall be sent to the respective parties' addresses on page 1 hereof, in writing, and shall be deemed to have been duly given (a) when sent, if sent by registered or certified mail (return receipt requested, postage prepaid), (b) when delivered, if delivered personally, (c) when transmitted, if sent by facsimile and a confirmation of transmission is produced by the sending machine, or (d) when sent, if sent by overnight mail or overnight courier, in each case with a copy (which shall not constitute notice) to the Authority's General Counsel at the above address.

Any notice of any kind sent hereunder to any party shall simultaneously be sent to each and every other party hereto. Any notice required hereunder may be waived in writing by the party entitled to receive such notice. Failure or delay in delivering copies of any notice, demand, request, consent, acceptance, declaration or other communication within any corporation or firm to the persons designated to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, acceptance, declaration or other communication.

False statements made herein are punishable under the penalty for false statement set out in C.G.S. Section 53a-157b.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

Berry Patch Associates Limited Partnership  
BY: Berry Patch GP, LLC  
General Partner

Peter Sager  
Geoffrey W. Sager

BY: Geoffrey W. Sager  
Geoffrey W. Sager  
Managing Member

CONNECTICUT HOUSING FINANCE  
AUTHORITY

Rebekah Rolle  
Rebekah Rolle  
Tracy L. Morse  
Tracy L. Morse

BY: Gary E. King  
Gary E. King  
President - Executive Director

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD )

ss: ROCKY HILL December 18, 2003

Personally appeared, Geoffrey W. Sager, Managing Member of BERRY PATCH GP, LLC, General Partner of BERRY PATCH ASSOCIATES LIMITED PARTNERSHIP, a Connecticut Limited Partnership, as aforesaid Signer and Sealer of the foregoing Instrument and acknowledged the same to be his free act and deed as Managing Member of BERRY PATCH GP, LLC, General Partner, and the free act and deed of BERRY PATCH ASSOCIATES LIMITED PARTNERSHIP, and that said instrument was signed on behalf of and with the authority of said Limited Partnership, before me.

Peter Sager  
Commissioner of the Superior Court  
Notary Public

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD )

ss: ROCKY HILL December 17, 2003

Personally appeared, Gary E. King, President-Executive Director of the CONNECTICUT HOUSING FINANCE AUTHORITY, duly authorized as aforesaid Signer and Sealer of the foregoing Instrument and acknowledged the same to be his free act and deed and the free act and deed of said Authority, on behalf of said Authority, before me.

Rebekah Rolle  
Commissioner of the Superior Court  
Notary Public  
REBEKAH L. ROLLE  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 31, 2007

## Exhibit A

## Property Description

A certain piece or parcel of land situated in the Town of South Windsor, County of Hartford and State of Connecticut shown on a map or plan entitled "Perimeter Survey ALTA/ACSM Survey Resurvey Prepared For: Berry Patch Associates Limited Partnership 205 Oakland Road South Windsor, Connecticut Date: 11/03/03, Revised to 11/10/03 scale 1 inch = 50 ft., prepared by Design Professionals, Inc." which map or plan is to be filed in the office of the South Windsor Town Clerk and which piece or parcel of land is more particularly described as follows:

Beginning at a point marked by a drill hole in brownstone in the apparent general southwesterly line of Oakland Road a/k/a Connecticut Route 30 which point marks a Northwesterly corner of the premises herein described and a Northeasterly corner of land now or formerly of Pauline G. Johnson; thence, S. 37° 11' 46" W., a distance of 147.46 feet to a brownstone; thence continuing along said Johnson, N. 45° 51' 28" W., a distance of 119.61 feet to a concrete monument; thence continuing along said Johnson, S. 39° 34' 11" W., a distance of 179.98 feet to a granite monument; thence continuing along said Johnson and land now or formerly of Anton Simler, Jr., in part on each, N. 61° 31' 51" W., in all, a distance of 293.72 feet to an iron pin; thence N. 52° 09' 44" W., along line of said Simler, a distance of 108.86 feet to an iron pin; thence N. 76° 58' 41" W., still along line of land of said Simler, a distance of 70.51 feet to a point; thence N. 89° 13' 59" W., still along line of said Simler, a distance of 216.28 feet to a granite monument; thence continuing along line of land now or formerly of Fred S. Katten, N. 85° 29' 41" W., a distance of 114.91 feet to a point; thence S. 03° 48' 46" E., along line of land now or formerly The Village at Buckland Court, Limited Partnership, a distance of 568.71 feet to a point; thence S. 76° 28' 10" E., along property now or formerly of Calvary Church of the Assemblies of God, a distance of 10.97 feet to an iron pin; thence S. 76° 17' 19" E., along line of said Calvary Church of the Assemblies of God, land now or formerly of Robert N. & Amy L. Gamache and land now or formerly of Karen A. & Edward J. O'Connor, in part on each, in all a distance of 696.49 feet to an iron pin; thence continuing S. 73° 59' 02" E., along land now or formerly of Robert & Penelope P. Torrani and land now or formerly of Michael J. and Kristina G. Suppich, in part on each, in all a distance of 621.53 feet to an iron pin in line of Felt Road; thence, N. 21° 13' 25" E., along Felt Road, a distance of 95.98 feet to an iron pin; thence, N. 68° 45' 26" W., along line of land now or formerly of Lois H. Petersen, a distance of 182.82 feet to an iron pin; thence N. 42° 17' 02" W., still along line of said Petersen, a distance of 489.28 feet to a concrete monument; thence N. 37° 39' 09" E., still along line of land of said Petersen, a distance of 355.51 feet to a broken monument in line of said Oakland Road; thence N. 42° 14' 34" W., along Oakland Road, a distance of 61.78 feet to the drill hole in a brownstone monument which marks the point and place of beginning.

Said parcel contains 14.01 acres of land, more or less.



EXHIBIT B**OWNER'S CERTIFICATE OF CONTINUING  
PROGRAM COMPLIANCE**To: *Insert State Agency name and address*

- No buildings have been Placed In Service
- At least one building has been placed In Service but owner elects to begin credit period in the following year.
- If either of the above applies, please check the appropriate box, and proceed to page 2 to sign and date this form.

<b>Certification Dates:</b>	<b>From:</b> January 1, 20	<b>To:</b> December 31, 20	
<b>Project Name:</b>		<b>Project No:</b>	
<b>Project Address:</b>		<b>City:</b>	<b>Zip:</b>
<b>Tax ID # of Ownership Entity:</b>			

The undersigned \_\_\_\_\_ on behalf of \_\_\_\_\_  
(the "Owner"), hereby certifies that:

## I. The project meets the minimum requirements of: (check one)

- ☐ 20 - 50 test under Section 42(g)(1)(A) of the Code  
☐ 40 - 60 test under Section 42(g)(1)(B) of the Code  
☐ 15 - 40 test for "deep rent-skewed" projects under Section 42(g)(4) and 142(d)(4)(B) of the Code

If "Change" list the applicable fraction to be reported to the IRS for each building in the project for the certification year on page 3:

- II. There has been **no change** in the applicable fraction (as defined in Section 42(c)(1)(B)) of any building in the project, or that there was a change and description of the change:  
☐ NO CHANGE      ☐ CHANGE
- III. The owner has received an annual income certification from each low-income tenant, and documentation to support that certification; or, in the case of a tenant receiving Section 8 housing assistance payments, the statement from a public housing authority described in paragraph (b)(1)(vii) of this section;  
☐ YES      ☐ NO
- IV. Each low-income unit in the project has been rent-restricted under Section 42(g)(2);  
☐ YES      ☐ NO
- V. All units in the project were for use by the general public (as defined in 1.42-9), including the requirement that no finding of discrimination under the Fair Housing Act, 42 U.S.C. 3601-3169, occurred for the project. A finding of discrimination includes an adverse final decision by the Secretary of the Department of Housing and Urban Development (HUD), 24 CFR 180.680, and adverse final decision by a substantially equivalent state or local fair housing agency, 42 U.S.C. 3616a(a)(1), or an adverse judgment from a federal court;  
☐ YES      ☐ NO
- VI. The buildings and low-income units in the project were suitable for occupancy, taking into account local health, safety, and building codes (or other habitability standards), and the State or local government unit responsible for making local health, safety, or building code inspections did not issue a violation report for any building or low-income unit in the project. If a violation report or notice was issued by the governmental unit, the owner must attach a statement summarizing the violation report or notice or a copy of the violation report or notice to the annual certification submitted to the Agency under paragraph (c)(1) of this section. In addition, the owner must state whether the violation has been corrected;  
☐ YES      ☐ NO
- VII. There was no change in the eligible basis (as defined in section 42(d)) of any building in the project, or if there was a change the nature of the change (e.g., a common area has become commercial space, or a fee is now charged for a tenant facility formerly provided without charge);  
☐ NO CHANGE      ☐ CHANGE

If "Change", state nature of the change on page 3.

- VIII. All tenant facilities included in the eligible basis under Section 42(d) of any building in the project, such as swimming pools, other recreational facilities, and parking areas, were provided on a comparable basis without charge to all tenants in the buildings;  
☐ YES ☐ NO
- IX. If a low-income unit in the project has been vacant during the year, reasonable attempts were or are being made to rent that unit or the next available unit of comparable or smaller size to tenants having a qualifying income before any units in the project were or will be rented to tenants not having a qualifying income;  
☐ YES ☐ NO
- X. If the income of tenants of a low-income unit in the building increased above the limit allowed in section 42(g)(2)(D)(ii), the next available unit of comparable or smaller size in the building was or will be rented to tenants having a qualifying income; and  
☐ YES ☐ NO
- XI. An extended low-income housing commitment as described in section 42(h)(6) was in effect (for buildings subject to section 7108 (c)(1) of the Omnibus Budget Reconciliation Act of 1989, 103 Stat. 2106, 2308-2311, including the requirement under section 42(h)(6)(B)(iv) that an owner cannot refuse to lease a unit in the project to an applicant because the applicant holds a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937, 42 U.S.C. 1437s (for buildings subject to section 13142 (b)(4) of the Omnibus Budget Reconciliation Act of 1993, 107 Stat. 312, (438-439); and  
☐ YES ☐ NO ☐ N/A
- XII. All low-income units in the project were used on a nontransient basis (except for transitional housing for the homeless provided under section 42(i)(3)(B)(iii) or single-room-occupancy units rented on a month-by-month basis under section 42(i)(3)(B)(iv).  
☐ YES ☐ NO ☐ HOMELESS
- XIII. The owner received its credit allocation from the portion of the state ceiling set-aside for a project involving "qualified non-profit organizations" under Section 42 (h)(5) of the code and it's non-profit entity materially participated in the operation of the development within the meaning of Section 469(h) of the Code.  
☐ YES ☐ NO ☐ N/A
- XIV. There has been no change in the ownership or management of the project:  
☐ NO CHANGE ☐ CHANGE  
 If "Change", complete page 3 detailing the changes in ownership or management of the project.

**Note:** Failure to complete this form in its entirety will result in noncompliance with program requirements. In addition, any individual other than an owner or general partner of the project is not permitted to sign this form, unless permitted by the state agency.

The project is otherwise in compliance with the Code, including any Treasury Regulations, the applicable State Allocation Plan, and all other applicable laws, rules and regulations. This Certification and any attachments are made UNDER PENALTY OF PERJURY.

\_\_\_\_\_  
 (Ownership Entity)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





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**EXHIBIT C****TENANT INCOME CERTIFICATION  
TC-100**

Effective Date: \_\_\_\_\_

Move-in Date: \_\_\_\_\_  
(MM/DD/YYYY)☐ Initial Certification ☐ Recertification ☐ Other \_\_\_\_\_**PART I - DEVELOPMENT DATA**Property Name: \_\_\_\_\_ County: \_\_\_\_\_ BIN #: \_\_\_\_\_  
Address: \_\_\_\_\_ Unit Number: \_\_\_\_\_ # Bedrooms: \_\_\_\_\_**PART II. HOUSEHOLD COMPOSITION**

HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	F/T Student (Y or N)	Social Security or Alien Reg. No.
1			HEAD			
2						
3						
4						
5						
6						
7						

**PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)**

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
TOTALS	\$	\$	\$	\$

Add totals from (A) through (D), above

TOTAL INCOME (E): \$

**PART IV. INCOME FROM ASSETS**

Hshld Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
TOTALS:			\$	\$
Enter Column (H) Total				
If over \$5000			\$	X 2.00% = (J) Imputed Income \$
Enter the greater of the total of column I, or J: imputed income				TOTAL INCOME FROM ASSETS (K) \$

(L) Total Annual Household Income from all Sources [Add (E) + (K)] \$

**HOUSEHOLD CERTIFICATION & SIGNATURES**

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature \_\_\_\_\_

(Date) \_\_\_\_\_

Signature \_\_\_\_\_

(Date) \_\_\_\_\_

Signature \_\_\_\_\_

(Date) \_\_\_\_\_

Signature \_\_\_\_\_

(Date) \_\_\_\_\_

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PART V. DETERMINATION OF INCOME ELIGIBILITY			
<b>TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES:</b> From item (L) on page 1 <span style="border: 1px solid black; padding: 2px 20px;">\$</span>	<b>Household Meets Income Restriction at:</b> <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> %	<b>RECERTIFICATION ONLY:</b> Current Income Limit x 140%: \$ <span style="border: 1px solid black; padding: 2px 20px;"></span>	Household Income exceeds 140% at recertification: <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Current Income Limit per Family Size:</b> \$ <span style="border: 1px solid black; padding: 2px 20px;"></span>			
<b>Household Income at Move-in:</b> \$ <span style="border: 1px solid black; padding: 2px 20px;"></span>	<b>Household Size at Move-in:</b> <span style="border: 1px solid black; padding: 2px 20px;"></span>		

PART VI. RENT	
<b>Tenant Paid Rent</b> \$ <span style="border: 1px solid black; padding: 2px 20px;"></span> <b>Utility Allowance</b> \$ <span style="border: 1px solid black; padding: 2px 20px;"></span>	<b>Rent Assistance:</b> \$ <span style="border: 1px solid black; padding: 2px 20px;"></span> <b>Other non-optional charges:</b> \$ <span style="border: 1px solid black; padding: 2px 20px;"></span>
<b>GROSS RENT FOR UNIT:</b> (Tenant paid rent plus Utility Allowance & other non-optional charges) \$ <span style="border: 1px solid black; padding: 2px 20px;"></span>	<b>Unit Meets Rent Restriction at:</b> <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> %
<b>Maximum Rent Limit for this unit:</b> \$ <span style="border: 1px solid black; padding: 2px 20px;"></span>	

PART VII. STUDENT STATUS	
<b>ARE ALL OCCUPANTS FULL TIME STUDENTS?</b> <input type="checkbox"/> yes <input type="checkbox"/> no	<b>If yes, Enter student explanation* (also attach documentation)</b> <div style="border: 1px solid black; padding: 5px; min-height: 40px;">           Enter 1-4         </div>
<b>*Student Explanation:</b> 1 TANF assistance 2 Job Training Program 3 Single parent/dependent child 4 Married/joint return	

PART VIII. PROGRAM TYPE				
Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.				
<b>a. Tax Credit</b> <input type="checkbox"/>  See Part V above.	<b>b. HOME</b> <input type="checkbox"/>  <b>Income Status</b> <input type="checkbox"/> ≤ 50% AMGI <input type="checkbox"/> ≤ 60% AMGI <input type="checkbox"/> ≤ 80% AMGI <input type="checkbox"/> OI**	<b>c. Tax Exempt</b> <input type="checkbox"/>  <b>Income Status</b> <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 60% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> OI**	<b>d. AHDP</b> <input type="checkbox"/>  <b>Income Status</b> <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> OI**	<b>e. _____</b> <input type="checkbox"/> (Name of Program)  <b>Income Status</b> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> OI**
** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.				

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE

DATE

RECEIVED FOR RECORD:  
 DATE 12/19/03 TIME 11:25 A.M.  
*Deborah E. Dickson*  
 TOWN CLERK, SOUTH WINDSOR, CT

## EXTENDED LOW-INCOME HOUSING COMMITMENT

11798

This Extended Low-Income Housing Commitment (the "ELIHC") is made this 18<sup>th</sup> day of December, 2003, by and between Berry Patch Associates Limited Partnership, a Connecticut limited partnership with an office and principal place of business at 6 Executive Drive, Suite 100, Farmington, CT (the "Owner") and the **Connecticut Housing Finance Authority**, a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut, with an office and principal place of business at 999 West Street, Rocky Hill, Connecticut 06067 (the "Authority").

WITNESSETH:

WHEREAS, the Authority was designated as the allocating housing credit agency responsible for the administration and allocation of the low-income housing tax credits for the State of Connecticut;

WHEREAS, the Owner is the owner of property known as Berry Patch, located at 205 Oakland Road, South Windsor, CT (the "Property");

WHEREAS, the Authority issued an allocation of 2003 low-income housing tax credits in the amount of \$750,007 to the Owner; and

WHEREAS, Section 42(h)(6)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), mandates that no low-income housing tax credit shall be allowed with respect to any building for the taxable year unless an extended low-income housing commitment is in effect.

NOW, THEREFORE, in consideration of the foregoing and for the good and valuable consideration acknowledged hereby, the Authority and the Owner hereby covenant and agree as follows:

**1. DEFINITIONS**

As used in this Agreement, the terms below shall have the definitions set forth for each one:

- a. "Compliance Period" means, with respect to any building, the period of fifteen (15) taxable years beginning with the first taxable year of the credit period with respect thereto.
- b. "Credit Period" means, with respect to any building, the period of ten (10) taxable years beginning with:
  - (1) the taxable year the building is placed in service, or
  - (2) at the election of the taxpayer, the succeeding year,



but only if the building is a qualified low-income building as of the close of the first year of such period.

- c. "Development" means all real and personal property and all assets of whatever nature or wherever situate, used in or owned by the business conducted on the Property, which business is to provide rental accommodations for persons of low and moderate income and other activities incidental thereto, which shall also include the following:

- (1) Components of Development - The Development will consist of a building or structure or several proximate and interrelated buildings or structures and facilities functionally related and subordinated thereto, financed under a common plan, all located on a single tract of land (except as provided for in Sections 42(g)(7) and 42(h)(6)(k) of the Code), which buildings shall be owned by the same person for tax purposes:

- (i) each containing one or more similarly constructed units, having separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or a family, and facilities which are functionally related and subordinate to such units; and
- (ii) all of the units of which will be rented or available for rental on a nontransient basis to members of the general public.

NOTE: Special provisions apply for eligible single room occupancy housing and transitional housing for the homeless.

- (2) Change in Development - The Owner will make no change in the nature, size (including number of units) or location of the Development from that which was described in the Board presentation and Resolution adopted June 25, 2003, without the prior written consent of the Authority.

- d. "Extended Use Period" means the period:

- (1) beginning on the first day in the compliance period on which such building is part of a qualified low-income housing project; and
- (2) ending on the later of -
  - (i) the date specified by the Authority in the ELIHC, or
  - (ii) the date which is fifteen (15) years after the close of the compliance period.

- e. "HUD" means the United States Department of Housing and Urban Development or its successor;
- f. "Qualified Persons" means individuals and families who, at the time each such individual or family first occupies a unit in the Development, are of low income, having annual income not exceeding sixty percent (60%) of area median gross income, adjusted for family size, within the meaning of the Code and the Treasury Regulations promulgated thereunder; except that in case of individuals and families occupying at least five (5) one-bedroom units, individuals and families having an annual income not exceeding twenty-five percent (25%) of area median gross income at such time; and except that, in the case of individuals and families occupying at least eight (8) additional one-bedroom units, individuals and families having an annual income not exceeding fifty percent (50%) of area median gross income at such time.
- g. "Qualified Rent" means gross rent, as defined in Section 42(g)(2)(B) of the Code, not greater than thirty percent (30%) of the imputed income limitation applicable to a particular Unit, within the meaning of Section 42(g)(2)(C) of the Code, as adjusted annually;
- h. "Qualified Unit" means those units occupied by Qualified Persons at a Qualified Rent;
- i. "Unit" means the individual dwelling referenced in subsection (1) of subsection (c) of this first section.

## 2. THE COMMITMENT

- a. Failure to comply with the provisions of the ELIHC is an event of default and the Authority or its successors may exercise any of the remedies available hereunder. Furthermore, the Authority may seek specific performance of the ELIHC by the Owner or any successor in interest thereto, without declaring an event of default and without waiving any remedies hereunder, by filing an action in any court of competent jurisdiction in the State of Connecticut.
- b. The applicable fraction (as defined in subsection (c)(1) of Section 42 of the Code) for each taxable year in the Extended Use Period shall not be less than 81/102 (Qualified Units/total Units).
- c. Individuals who meet the income limitation applicable under subsection (g)(1) of Section 42 of the Code (whether prospective, present, or former occupants who qualify, qualified, or would qualify) hereby have the right to enforce in any state court the requirements of subsections (a) and (b) of this second section of the ELIHC and may apply to any state court for specific performance of the provisions of the ELIHC notwithstanding any action which may or may not be taken by the Authority.

- d. The Extended Use Period shall be for an additional forty-five (45) years after the close of the Compliance Period, unless terminated earlier ("Early Termination") on the date of foreclosure or deed-in-lieu of foreclosure
- e. During the Extended Use Period:
  - (1) not less than 81 units (79%) in the Development shall be occupied or be available for occupancy by Qualified Persons (Note: at the discretion of the Secretary of the Treasury the maximum income levels may deviate from the area median income data to reflect current HUD policy or future Treasury policy on income limits with respect to areas with unusually low family income or high housing costs relative to family income consistent with HUD determinations under Section 8 of the United States Housing Act of 1937); and
  - (2) the rents for each Qualified Unit shall not exceed the Qualified Rent, which will be uniform for each particular housing unit size (i.e., efficiencies, one-bedroom units, two-bedroom units), regardless of the number of persons residing in the household and in accordance with Section 42(g) of the Code.
- f. For the 3-year period following an Early Termination of the Extended Use Period:
  - (1) no tenant who was occupying a Qualified Unit at the end of the Extended Use Period may be removed (whether by eviction, expiration of lease or any reason other than good cause); and
  - (2) no rent may be increased for any Qualified Unit beyond the Qualified Rent as long as it is occupied by the tenant who was occupying the unit at the early termination of the Extended Use Period.
- g. The Owner hereby agrees that the ELIHC prohibits (i) the disposition to any person of any portion of the building to which this ELIHC applies unless all of the building to which such ELIHC applies is disposed of to such person; and (ii) the refusal to lease to a holder of a voucher or certificate of eligibility under Section 8 of the U.S. Housing Act of 1937 because of the status of the prospective tenant as such a holder.
- h. The restrictive covenants of this section shall be binding on all successors and assigns of the Owner and this Commitment shall be recorded pursuant to Connecticut Law as a restrictive covenant.
- i. The Owner hereby agrees to record this Agreement promptly on the land records of the town or city where the Property is located prior to the recording of any other lien or restrictions. If any financing liens on the Property have already been recorded on the land records at the time this Agreement is recorded, the Owner agrees to use its best efforts to obtain an agreement from the holders of such liens, naming the Authority as a party, to




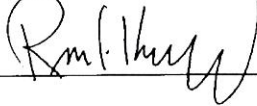
subordinate such liens to the lien created by this Agreement, and to provide the Authority with a copy of such subordination agreement.

### 3. MISCELLANEOUS

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut and federal law, where applicable.
- b. The invalidity of any provisions of this Agreement shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of the provisions of this Agreement, which shall continue in full force and effect as if such invalid provision had never been included herein.

IN WITNESS WHEREOF, the parties hereto have executed this Commitment as of the date first written above.


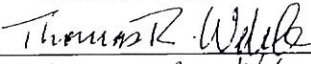
Signed, Sealed and Delivered  
in the Presence of:

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

Berry Patch Associates Limited Partnership  
BY: Berry Patch GP, LLC  
General Partner

  
BY: \_\_\_\_\_  
Geoffrey W. Sager  
Managing Member

CONNECTICUT HOUSING FINANCE AUTHORITY

  
\_\_\_\_\_  
Rebekah Rella  
  
\_\_\_\_\_  
Thomas R. Webb

  
BY: \_\_\_\_\_  
Gary E. King  
Its President-Executive Director

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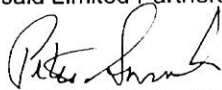
STATE OF CONNECTICUT )

ss: ROCKY HILL

December 18, 2003

COUNTY OF HARTFORD )

Personally appeared, Geoffrey W. Sager, Managing Member of BERRY PATCH GP, LLC, General Partner of BERRY PATCH ASSOCIATES LIMITED PARTNERSHIP, a Connecticut Limited Partnership, as aforesaid Signer and Sealer of the foregoing Instrument and acknowledged the same to be his free act and deed as Managing Member of BERRY PATCH GP, LLC, General Partner, and the free act and deed of BERRY PATCH ASSOCIATES LIMITED PARTNERSHIP, and that said instrument was signed on behalf of and with the authority of said Limited Partnership, before me.



Commissioner of the Superior Court  
Notary Public

STATE OF CONNECTICUT )

Ss. Rocky Hill

December 18, 2003

COUNTY OF HARTFORD )

Personally appeared, Gary E. King, President-Executive Director of CONNECTICUT HOUSING FINANCE AUTHORITY, duly authorized as aforesaid Signer and Sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said Corporation, before me.

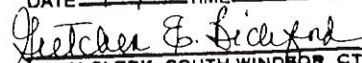


Commissioner of the Superior Court  
Notary Public

REBEKAH L. ROLLE  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 31, 2007

RECEIVED FOR RECORD:

DATE 12/19/03 TIME 11:25 A.M.

  
TOWN CLERK, SOUTH WINDSOR, CT

**COVENANT OF COMPLIANCE AND REGULATORY AGREEMENT**

This Covenant of Compliance And Regulatory Agreement (the "Agreement") made and entered into as of the 16<sup>th</sup> day of December, 2003 by and between **BERRY PATCH ASSOCIATES LIMITED PARTNERSHIP**, a limited partnership organized and existing under the laws of the State of Connecticut, with an office and principal place of business at 6 Executive Drive, Farmington, Connecticut 06032 (the "Mortgagor" or "Declarant") and the **CONNECTICUT HOUSING FINANCE AUTHORITY**, a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut, having its office and principal place of business at 999 West Street, Rocky Hill, Connecticut 06067 (the "Authority" or "Mortgagee"),

**WITNESSETH:**

WHEREAS, the Mortgagor, as owner in fee simple of the property described in **Exhibit A**, attached hereto and made a part hereof (the "Property"), has applied to the Authority for a first mortgage loan in the amount of up to SIX MILLION ONE HUNDRED FIFTY THOUSAND AND 00/100THS (\$6,150,000.00) DOLLARS (the "Mortgage Loan") to aid the Mortgagor in financing on the Property a multifamily rental housing development known as Berry Patch for elderly persons of low and moderate income, pursuant to the provisions of the Connecticut Housing Finance Authority Act, Chapter 134 of the Connecticut General Statutes, Revision of 1958, as amended, ("Act") and of the Internal Revenue Code of 1986 as amended (the "Code") and Regulations promulgated thereunder, as amended (the "Regulations"), identified as Authority Development No. 03008M; and

WHEREAS, the Authority is unwilling to make the Mortgage Loan unless the Mortgagor shall be regulated in the manner set forth herein, and the Mortgagor is willing to execute and abide by this Agreement as a condition of obtaining the Mortgage Loan and receiving continuing benefits under the Act, the Code and the Regulations; and

WHEREAS, the Authority as a condition of its willingness to make said Mortgage Loan requires that the Mortgagor shall, by entering into the terms, conditions and covenants set forth below, consent to be regulated and restricted by the Authority in the management and operation of the Development as herein provided and as provided by the Act, the Code and the Regulations, and any rules, regulations, policies, and Procedures of the Authority, now in effect or in effect in the future.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto hereby agree as follows:

**1. PROPERTY**

This Agreement affects the Property.

**2. DEFINITIONS**

As used in this Agreement, the terms below shall have the definitions set forth for each one:

- a. "Actual Cash Equity" means Mortgagor's cash equity in the Development, as verified by independent cost certification acceptable to the Authority, performed by an entity accepted by the Authority;
- b. "Agreement" means this Covenant of Compliance and Regulatory Agreement by and between Mortgagor and the Authority concerning the Development;



## VOL. 1564 PAGE 2

- c. "Apartment Mix" means the apartment mix for the Qualified Units, as follows:

Area Median Income	One-Bedroom	Two-Bedroom	Total
25% AMI	5	0	5
50% AMI	8	0	8
60% AMI	14	54	68
Market Rate (150% AMI)	7	14	21
Totals	34	68	102

- d. "Approved Plans" means the plans, drawings and specifications described to the Authority's Board of Directors in the Resolution adopted September 24, 2003, as amended and accepted by the Authority;
- e. "Commitment Letter" means the Mortgage Loan commitment letter executed by and between the Mortgagor and the Authority, dated October 27, 2003, as amended;
- f. "Compliance Period" means with respect to any building, the period of fifteen (15) taxable years beginning with the first (1st) taxable year of the credit period with respect thereto, as defined in Section 42(i) (1) of the Code;
- g. "Construction Contract" means the general construction contract dated August 1, 2003 between Mortgagor and The Metro Construction Corporation, 6 Executive Drive, Farmington, Connecticut 06032, relating to the Development;
- h. "Declaration" means the Declaration and Agreement of Restrictive Covenants between Mortgagor and the Authority of even date herewith;
- i. "Default" means an Event of Default as defined in the Authority Mortgage (as hereinafter defined) and declared by the Authority in a written notice to the Mortgagor which is not corrected to the Authority's satisfaction after written notice and within the time allowed by the Authority Mortgage, or such further time as may be allowed by the Authority;
- j. "Development" means the facilities described in the drawings, plans and specifications submitted to the Authority and in the presentation to and resolution of the Board of Directors of the Authority on September 24, 2003 and located on the Property;
- k. "Development Operations Account" means the account established pursuant to Paragraph 6 of this Agreement into which all Gross Revenues (as hereinafter defined) are deposited;
- l. "Distribution" means any withdrawal or taking of cash or any assets of the Mortgagor, including the segregation of cash or assets for subsequent withdrawal within the limitations of Paragraph 8 hereof, and excluding payments for Operating Expenses (as hereinafter defined) and for deposits to the Reserve for Replacements (as hereinafter defined) and any additional interest owed the Authority under the Authority Note (as hereinafter defined);
- m. "Extended Use Period" with respect to a building means the period (i) beginning on the first (1st) day in the Compliance Period in which such building is part of a qualified low-income housing project, and (ii) ending on the later of (I) the date specified by the Authority in the Extended Low-Income Housing Commitment or (II) the date which is fifteen (15) years after the close of the Compliance Period;

- n. "Fiscal Year" means the calendar year or any other period agreed to in writing by the parties hereto as the fiscal year for the Mortgagor;
- o. "Gross Revenues" means, with respect to a particular period of time, all amounts received by the Mortgagor during such period from rents and revenues or any other source (not including capital contributions by partners) in connection with and arising out of the operation of the Property and the Development;
- p. "HUD" means the United States Department of Housing and Urban Development or any federal successor thereto;
- q. "Income Limitation" means 25 percent, 50 percent or 60 percent of area median gross income, as the case may be, adjusted for family size, within the meaning of the Code and Regulations. For this purpose, income is determined as defined under HUD regulations at 24 CFR 813.106 (1987);
- r. "Mortgage Loan" means the \$6,150,000.00 interest bearing obligation evidenced by a promissory note of even date herewith from Mortgagor to the Authority (the "Authority Note") and secured by a mortgage deed (the "Authority Mortgage") which Authority Mortgage shall constitute a first lien on the Development;
- s. "Mortgage Loan Documents" means, collectively, the Authority Note, the Authority Mortgage, Security Agreement, Declaration, Collateral Assignment of Leases and Rentals, Building Loan Agreement and this Agreement, all of even date herewith, along with the Commitment Letter, and all other documents executed by Mortgagor in connection with the Mortgage Loan;
- t. "Operating Expense(s)" means any expense(s) incurred by the Mortgagor and accepted by the Authority which are reasonable and necessary for the sound operation and maintenance of the Property and the Development, including but not limited to: payments required under the Mortgage Loan (except for contingent interest on the Authority Note), real estate taxes, payments in lieu of taxes, insurance premiums, utilities, fuel, management fees, repairs and other maintenance costs, trash and snow removal expenses, and any other similar expense required by or contemplated under the terms of this Agreement;
- u. "Qualified Person(s)" means elderly (age 62 or older) members of the general public who, at the time each such individual or family first occupies a unit in the Development have annual income that meets the Income Limitation;
- v. "Qualified Rent" means an annual gross rental not greater than 30 percent of the annual imputed Income Limitation applicable for such unit for each Qualified Person, in accordance with the Act, the Code and the Regulations; pursuant to Section 42 of the Code, the maximum rental limits applicable to Qualified Units shall be revised by a percentage equal to any percentage change in Area Median Income. Qualified Rent does not include any payment under Section 8 or any comparable rental assistance program (with respect to such Qualified Units or occupants thereof) and any equivalent rental payment under Section 515 of the Housing Act of 1949 or fee for a supportive service as defined by the Code, but shall include any utility allowance applicable pursuant to the Code, after taking into account such determinations under such Section 8;
- w. "Qualified Unit(s)" means a residential unit(s) at the Development occupied, or available for occupancy, by a Qualified Person(s) at the Qualified Rent;
- x. "Reserve for Replacements" or "Reserve Fund" means the account established by the Mortgagor pursuant to Paragraph 7d of this Agreement;



- y. "Residual Receipts" - see Paragraph 10i;
- z. "Section 42 Income Limitation" means 60 percent of area median gross income, adjusted for family size, within the meaning of the Code and Regulations. For this purpose, income is determined as defined under HUD regulations at 24 CFR 813.106 (1987).
- aa. "Sponsor Loan" means the \$350,000.00 unsecured loan from The Metro Realty Group, Ltd. to the Mortgagor.
- bb. "State" means the State of Connecticut; and
- cc. "Surplus Cash" means funds remaining at the close of a Fiscal Year after:
  - (1) The payment, in the following order of priority, of:
    - (a) All sums due or currently required to be paid under the terms of the Authority Mortgage or the Authority Note, except for contingent interest on the Authority Note;
    - (b) All amounts required to be deposited in the Reserve for Replacements;
    - (c) All obligations of the Development other than the Mortgage Loan (including those due and/or payable within thirty (30) days after the end of a Fiscal Year, unless funds for payment are set aside or payment deferral has been accepted by the Authority); and
  - (2) The segregation and recording of:
    - (a) An amount equal to the aggregate of all special funds required to be maintained by the Mortgagor;
    - (b) The outstanding liability for tenant security deposits;
    - (c) All capital (equity) contributions by partners received and not yet disbursed by the Borrower.

### 3. USE OF THE DEVELOPMENT

The Declarant hereby covenants and represents to the Authority as follows:

- a. The Development - The Development shall consist of the facilities described in the Approved Plans and shall be located on the Property.
- b. Components of Development - The Development shall consist of a building or buildings or structure or several proximate and interrelated buildings or structures owned by the same person(s) for tax purposes, located on a single tract of land and financed under a common plan of finance, and facilities functionally related and subordinated thereto:
  - 1. each building or structure containing one or more similarly constructed units, having separate and complete facilities for living, sleeping, eating, cooking, and sanitation for a single person or a family, and facilities which are functionally related and subordinate to such units; and
  - 2. all of the residential units of which shall be rented or available on a non-transient basis for rental to members of the general public, shall be suitable for residential occupancy, and shall comply with all State and local health, safety and building codes.



- c. Completion - The Declarant shall proceed promptly and with due diligence to complete the Development.
- d. Change in Development - The Declarant shall make no change in the nature, size (including number of residential units) or location of the Development from that which was shown on the Approved Plans, as modified to date, without the prior written consent of the Authority.
- e. Market Rate Units - There will be twenty-one (21) market rate apartments (seven (7) one-bedroom units and fourteen (14) two-bedroom units). Market rate units shall be rented only in accordance with the Authority's Market Rate Management Procedures and to individuals or families with no more than 150% area median gross income not adjusted for family size.
- f. Continuous Rental Restriction - The Declarant shall, on a continuous basis, maintain one hundred two (102) units in the Development as rented or available for rental to members of the general public during the Compliance Period and the Extended Use Period.
- g. Low and Moderate Income Restriction

1. During the term of the Authority Mortgage, the Compliance Period and the Extended Use Period, eighty-one (81) of the units in the Development shall be Qualified Units in accordance with the Apartment Mix.

All calculations of income and area median gross income shall be determined in a manner consistent with determinations of lower income families under Section 8 of the United States Housing Act of 1937, as amended.

2. After initial occupancy by Qualified Persons but upon again becoming vacant, a unit shall be treated as occupied by Qualified Persons until occupied, other than for a temporary period by another occupant, at which time the character of the unit shall be redetermined by the new occupant's income. In no event shall a temporary period exceed thirty (30) days. A Qualified Unit occupied by an individual or family who, at the commencement of occupancy, was a Qualified Person shall be treated as occupied by a Qualified Person during such individual's or family's tenancy in such unit until such individual's or family's income exceeds 140 percent of the Section 42 Income Limitation at the time of the most recent Determination (as defined below). Once such individual's or family income exceeds 140 percent of the Section 42 Income Limitation, the unit occupied by such individual or family (an "Overincome Tenant") shall continue to be treated as occupied by a Qualified Person unless, after such Determination, but before the next Determination, any residential unit of comparable or smaller size is occupied by a new resident whose income exceeds the Income Limitation originally applicable to the Over Income Tenant. If, after such Determination but before the next Determination, a residential unit of comparable or smaller size in the Development is occupied by a new resident who meets the Income Limitation originally applicable to the Over Income Tenant, in accordance with the Apartment Mix, the rent applicable to the Over Income Tenant's unit may be raised to a rent based on 30 percent of the Section 42 Income Limitation at such time. Notwithstanding the provisions of this paragraph 3.f.2., the Development shall also comply at all times with the requirements of Section 42(g)(2)(D) of the Code.

3. As required by the Authority, the Declarant shall make a determination on the basis of current income (the "Determination") of whether the income of an individual or family residing in a unit of the Development exceeds the then applicable Income Limitation. As required by the Authority, the Declarant shall certify compliance with the Low and

Moderate Income Restriction (as defined below) to the Authority and to the U.S. Secretary of the Treasury, if required (at such times and in such manner as the Secretary shall prescribe).

4. The Declarant shall furnish to the Authority, on at least an annual basis or on some other basis as determined by the Authority to be required by the Act, the Code and the Regulations, such information as the Authority shall require, including any compliance forms required to be filed with the U.S. Secretary of the Treasury or the Authority, including the "Owner's Certificate of Continuing Program Compliance", attached hereto as **Exhibit B**, and to maintain on file Tenant Income Certification (TC-100), in the form attached hereto as **Exhibit C** (or such other form as may be accepted by the Authority, in order to permit verification that the covenants set forth herein are being satisfied by the Declarant and to take such action as the Authority shall deem necessary to comply with the covenants herein or to correct or cure any failure of the Declarant to comply with the covenants herein. The Declarant shall use tenant lease forms acceptable to the Authority, or, if there are no written leases, written and signed certifications of tenants so as to be able to determine the qualifications of the tenant or take such other corrective action as is necessary to comply with the covenants herein or to correct or cure any failure of the Declarant to comply with the covenants herein. Such leases or certifications shall contain clauses wherein each tenant certifies as to the accuracy of statements made in the Tenant Income Certification and agrees that family income and other eligibility requirements shall be deemed substantial and material obligations of his or her tenancy, that he or she shall comply with all requests for information with respect thereto from the Declarant or the Authority, and that failure to provide accurate information on the Tenant Income Certification or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial and material obligation of his or her tenancy for which termination of the tenancy shall be a remedy.

The various terms, restrictions and conditions of this subparagraph collectively constitute the "Low and Moderate Income Restriction."

h. Use - Declarant understands and agrees that the Development shall be used only for multifamily residential rental housing within the meaning of the Act, the Code and the Regulations, as amended, used for the benefit of those members of the general public of low and moderate income upon certain terms and conditions. Declarant hereby covenants and represents to the Authority as follows:

1. During the Compliance Period and the Extended Use Period, the Mortgagor shall set aside eighty-one (81) of the units (the "Qualified Units") for Qualified Persons at the Qualified Rent.

2. The Qualified Units shall remain subject to the Low and Moderate Income Restriction, for a period of thirty (30) years beyond the term of the Mortgage Loan.

3. The covenants and representations of the Mortgagor contained herein shall survive any sale, transfer, or other disposition of all or any portion of the Property or the Development by the Mortgagor or the repayment of the Mortgage Loan, and shall be binding upon the Mortgagor's successors and assigns, but may be waived by the Authority in its sole discretion upon the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, change in a Federal law or an action of a Federal agency which prevents the Authority from enforcing the requirements hereof, or condemnation or similar event. Notwithstanding the foregoing sentence, the covenants and representations of the Mortgagor herein shall survive a foreclosure, transfer of title by deed in lieu of foreclosure or similar event if, at any time during the Compliance Period, the



Mortgagor or a related party (as defined in Section 1.103-10(e) of the Regulations) obtains an ownership interest in the Development for Federal tax purposes.

4. In the event that the Development shall at any time be converted to a common interest community, such conversion shall include in the declaration of common interest community an affirmative covenant running with the land, and such common interest community shall be subject to the terms and conditions of this Agreement, which covenant shall bind the common interest community association, the common interest community unit owner and their respective successors and assigns, to the restrictions contained in this Agreement. Said covenant shall also require that no fewer than the number of units required, which units shall be designated and identified in the said declaration of common interest community either by unit number or other description, shall be sold, or held vacant for sale, only to individuals or families who are of low income, as determined by the Authority or its successors at the time of such sale. The covenant shall be binding upon the common interest community association, its successors and assigns to the fullest extent permitted by law and equity, for the benefit of, in favor of and enforceable by the Authority, or its successors and assigns as their interests may appear; and said declaration of common interest community shall require that all units that are to be sold or available for sale to Qualified Persons, shall also be subject to the further restriction that no reconveyance of any such units shall be made unless and until the seller of such unit receives a certification in recordable form acceptable to the Authority or its successors or its nominee that the prospective purchaser is a Qualified Person at the time of the proposed conveyance. The Authority or its successors or nominee shall designate a party to issue such a certification of low income and shall notify the common interest community, from time to time, of the identity of such party.

No unit in the Development may be conveyed pursuant to a time-sharing plan as defined in Chapter 734b of the Connecticut General Statutes.

5. In the event of a partial destruction or condemnation of the Development which is not substantial, as determined by the Authority in its sole discretion, and if such destruction or condemnation is not repaired or corrected to the satisfaction of the Authority, then the remaining units in the Development shall be allocated, on the same basis described above, to Qualified Persons. If the Development is not rebuilt or corrected for any reason after substantial destruction or condemnation of the Development, as determined by the Authority in its sole discretion, then the Declarant shall have the right to request, and the Authority shall, so long as any applicable insurance proceeds have not been delivered to the Declarant, release and waive the Declarant and the Property from the terms, restrictions and conditions contained herein. Upon such destruction or condemnation, the Authority, or its successor(s) or nominee, shall execute appropriate documents for the Declarant, its successors or assigns to record on the land records for the city or town where the Development is located rescinding the restrictions contained herein, if the Authority elects to so release and waive the Declarant and the Property from the terms, restrictions and conditions contained herein. In the event that the Authority delivers the said insurance proceeds to the Declarant, and the Declarant is required to repair or reconstruct the Development pursuant to the terms of the Mortgage Loan, then the restrictions and covenants herein shall remain in full force and effect.

6. As required by the Authority, in every Fiscal Year during the Compliance Period and the Extended Use Period or until the Authority Mortgage has been released, whichever period is longer, the Declarant shall deliver to the Authority, in a form accepted by the Authority, a certified schedule of units occupied by Qualified Persons. The Authority shall have the right to observe the Property and the Development and review the



Declarant's records regarding tenants and tenant selection policy at any time, and to request and receive any information, documentation, or other confirmation that Declarant's tenant selection policy complies with the requirements of the Authority.

7. To the extent necessary to comply with the Act, the Code and the Regulations, and the Authority's Procedures, including but not limited to the Qualified Allocation Plan and Application Process Procedures, the Authority shall have the right to take any and all actions which it deems appropriate, to rent any unleased or vacant dwelling unit in the Development (if the Development is used for rental units), including without limitation thereof the right to the appointment of a receiver to enter upon and take possession of the Property and the Development, to enter into tenant leases, to collect all rents, revenues, issues, income, products and profits thereof and apply the same as the court may direct or to seek any remedy available or necessary for the enforcement of the covenants and restrictions herein. The receiver shall have the rights and powers permitted under the laws of the State and such other powers as the court making such appointment shall confer.

8. This Agreement shall continue in full force and effect for the applicable period to enable the Authority, its successors and assigns, to enforce compliance by Mortgagor with the covenants, terms and conditions therein and of this Agreement. The covenants herein set forth shall be deemed to run with the land and shall bind the Mortgagor and its successors and assigns, notwithstanding that the Mortgage Loan may not continue in effect.

- i. Low-Income Housing Tax Credit Restrictive Covenant - Declarant shall comply with Section 42 of the Code regarding the low-income housing tax credit, including but not limited to, the Compliance Period, Extended Use Period and the Extended Low-Income Housing Commitment executed by Declarant and the Authority, which is incorporated herein by reference.
- j. Audit - The Development and all equipment, buildings, plans, offices, apparatus, devices, books, contracts, records, documents and other papers relating thereto shall at all times be maintained in reasonable condition for proper audit and shall be subject to examination, observation and copying upon prior notice at any reasonable time by the Authority or by its authorized representative.
- k. Maintenance - Mortgagor shall maintain the Development in a decent, safe, and sanitary condition and in a good state of repair as determined by the Authority in its sole discretion.

#### 4. PROJECT MANAGEMENT

Mortgagor shall provide for the professional management of the Property and the Development in a manner acceptable to the Authority, in its sole discretion, shall employ a property manager (the "Management Agent"), and shall develop a Management Plan acceptable to the Authority. Any management agreement with the Management Agent entered into by Mortgagor involving the Property and the Development shall be accepted in writing in advance by the Authority and contain a provision that it is subject to termination, without penalty and with or without cause, upon written request by the Authority. Any notice of termination shall be addressed to Mortgagor and shall incorporate by reference the terms of this Agreement.

Upon receipt of such notice, Mortgagor shall terminate the said management agreement within a period of not more than thirty (30) days and shall make immediate alternative arrangements reasonably satisfactory to the Authority for continuing proper management of the Development.

If Mortgagor fails to so terminate and appoint a new Management Agent reasonably satisfactory to the Authority within said thirty (30) days, then the Authority shall

designate a new Management Agent and Mortgagor shall execute the management agreement acceptable to the Authority. If the Mortgagor self-manages the Property and the Development, then the Authority may reasonably require Mortgagor to enter into a management agreement with an independent Management Agent at a rate and on terms and conditions accepted by the Authority. Mortgagor hereby constitutes and appoints the Authority its true and lawful attorney-in-fact, coupled with an interest, with full power of substitution for such purpose. Mortgagor hereby empowers said attorney-in-fact to execute a management agreement with a Management Agent acceptable to the Authority and to do any and every act which Mortgagor might do on its own behalf under such management agreement, as owner of the Development. This power of attorney may not be revoked during the term of this Agreement.

5. PAYMENT RESTRICTION FOR SERVICES, ETC.

Payment for services, supplies or materials relating to the Property and the Development shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished.

6. DEVELOPMENT OPERATIONS ACCOUNT

Mortgagor shall deposit Gross Revenues with a depository in the State accepted by the Authority, in a Development Operations Account. The Authority shall at all times be advised of the name and number of each account and the bank or financial institution in which such account is maintained. Funds shall be disbursed from the Development Operations Account, to the extent available, as follows:

- a. first, for all Operating Expenses;
- b. second, for required deposits to the Reserve for Replacements;
- c. third, to the extent of Surplus Cash, to additional interest under the Authority Note;
- d. fourth, to the extent of Surplus Cash, for Distributions pursuant to Paragraph 8 l(1) of this Agreement; and
- e. fifth, to the extent of Surplus Cash, with the prior written acceptance of the Authority, for amenities or design modifications to the Development which:
  - (1) are necessary or desirable for the marketing of the Development;
  - (2) reduce maintenance or replacement costs over a substantial portion of the term of the Mortgage Loan;
  - (3) benefit a substantial portion of the residents of the Development by providing necessary or desirable social services that shall improve the health, education, opportunity, security and general welfare of such residents; or
  - (4) make an important contribution to the livability of the Development.
- f. sixth, to the extent of Surplus Cash, principal on the Sponsor Loan;
- g. seventh, to the extent of Surplus Cash, for any payments made pursuant to Section 7.l(5) of this Agreement.

7. DEPOSITS

Mortgagor shall pay, deposit or deliver the following to the Authority at the date hereof or as set out below:

- a. A non-refundable commitment fee in the amount of SEVENTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 00/100THS (\$76,875.00) DOLLARS which commitment fee is in full consideration for the making of the commitment by the Authority and the reservation of the Mortgage Loan for the term of the Commitment Letter and which sum shall be deemed earned by the Authority when paid.
- b. A good faith and working capital deposit in the amount of TWO HUNDRED EIGHTY-FIVE THOUSAND ONE HUNDRED SEVENTY-EIGHT AND 00/100THS (\$285,178.00) DOLLARS, in cash or in the form



of an irrevocable and unconditional letter of credit in form and content and issued by a financial institution satisfactory to the Authority, which shall name the Authority as the sole beneficiary thereof. This deposit shall be governed by the Good Faith and Working Capital Escrow and Deposit Agreement of even date, which is incorporated herein by reference.

- c. Assurance of completion of the work at the Development in the form of either (i) an irrevocable and unconditional letter of credit, in form and content and issued by a financial institution satisfactory to the Authority, which shall be delivered in the amount of TWO MILLION FOUR HUNDRED NINETEEN THOUSAND SEVEN HUNDRED SIXTY-EIGHT AND 00/100THS (\$2,419,768.00) DOLLARS. At delivery of the General Contractor's Cost Certification, and with the prior written approval of the Authority, Mortgagor may reduce said letter of credit to an amount of ONE MILLION TWO HUNDRED NINE THOUSAND EIGHT HUNDRED EIGHTY-FOUR AND 00/100THS (\$1,209,884.00) DOLLARS, which letter of credit as reduced shall remain in effect for a period of fifteen (15) months from the later of the date of the issuance of the final, complete, permanent certificate of occupancy for the Development or from the date of substantial completion of the construction for the Development, or (ii) in lieu of said letter of credit, 100% Performance and Payment Bonds (together, the "Bonds") issued by a surety and in a form acceptable to the Authority, in its sole discretion.
- d. Beginning on January 1, 2006, a Reserve for Replacements of FOUR HUNDRED TWENTY-EIGHT AND 00/100THS (\$428.00) DOLLARS per unit per year, payable monthly, unless a different rate or amount is accepted or directed in writing by the Authority or unless forbearance of payment is authorized by the Authority in writing. The Reserve Fund plus any interest or other earnings thereon, whether in the form of a cash deposit or reinvestment in obligations of, or fully guaranteed by, the United States of America or an agency thereof or the State, shall at all times be under the sole control of the Authority, and shall be subject to annual adjustment. The Authority shall permit disbursements from the Reserve Fund only for the purpose of effecting replacement of structural elements and mechanical equipment of the Development or for improvements thereto. Such disbursements shall only be made upon the written direction or consent of the Authority. Upon the occurrence of an Event of Default (as defined in the Authority Mortgage), the Authority may apply or authorize the application of the balance in the Reserve Fund to the amount due on the Mortgage Loan, or at its option, may elect to maintain the Reserve Fund for its established purposes. The Authority shall have no liability for deficiencies in the Reserve for Replacements or the Development Operations Account arising from Mortgagor's failure to timely or adequately fund deposits therein.
- e. A tax escrow as set out in the Authority Mortgage.
- f. An insurance escrow as set out in the Authority Mortgage.
- g. Any reasonable costs, fees and expenses, including, but not limited to, Authority's attorney's fees arising in preparation for the Initial Closing or Final Closing of the Mortgage Loan.

#### 8. CERTAIN ACTS PROHIBITED

Mortgagor shall not, without the prior written acceptance of the Authority:

- a. Sell, convey (including transition, conveyance or transfer to a limited liability company), assign, transfer, lease (except for apartment leases on the form lease accepted by the Authority) or further encumber any interest in or any part of the Property, nor shall a voluntary sale, pledge or other transfer of any beneficial interest in Mortgagor be effected, provided that the sale of



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limited partnership interests and substitution of general partners upon the death or disability of a general partner, in accordance with Mortgagor's partnership agreement or as accepted by the Authority, shall not be deemed to constitute a sale, conveyance, assignment or transfer for purposes of this paragraph;

- b. Assign, pledge, transfer, dispose of or encumber any personal property of the Property or the Development, including rents, or pay out any funds, except for Operating Expenses and necessary repairs;
- c. Convey, assign, pledge, or transfer any right to receive the rents and/or profits from the Property or the Development;
- d. Remodel, add to, reconstruct, demolish or damage any part of the Development after the issuance of permanent certificates of occupancy, or subtract from any real or personal property of the Development;
- e. Engage, except for natural persons, in any other business or activity, including the operation of any other housing development, or incur any liability or obligation not connected with the Development;
- f. Require, as a condition of the occupancy or leasing of any unit in the Development, any consideration or deposit other than the prepayment of the first month's rent plus a security deposit in an amount not in excess of two (2) months' rent, as permitted by law, to guarantee the tenant's performance of the lease. Any funds collected as security deposits shall be maintained separate and apart from all other funds of the Development in a trust account with a federally insured depository within the State, accepted in writing by the Authority, the amount of which shall at all times equal or exceed the aggregate of all outstanding security deposit obligations of the Development. If interest is earned on said trust account, it shall be transferred, as earned, into the Development Operations Account, except as otherwise required by law;
- g. Permit the use of the dwelling accommodations of the Development for any purpose except as residential rental dwelling units;
- h. Other than as permitted by the Authority, incur any liability, direct or contingent, other than for current Operating Expenses, exclusive of the Mortgage Loan and any deferred Developer Fee (as may be set out in the Commitment Letter);
- i. Pay any compensation, including wages or salaries, or incur any obligations to the Mortgagor's staff or any officers, directors, stockholders, trustees, partners, beneficiaries under a trust, or to any of their nominees;
- j. Enter into any contract or contracts for supervisory or managerial services;
- k. Invest or deposit any funds from the Development in any property (real, personal or mixed), except obligations of, or fully guaranteed or secured as to principal by, the United States of America, or any agency thereof, the State, or obligations thereof, or deposit such funds in a depository not acceptable to the Authority;
- l. Make, receive or retain any Distribution except on the following conditions, provided that no Distribution shall occur without the prior written acceptance of an authorized officer of the Authority:
  - (1) All Distributions shall be made only after the end of each Fiscal Year and subsequent to audited financial statements accepted by the Authority. All Distributions in any one Fiscal Year shall be limited to 10 percent of the Mortgagor's Actual Cash Equity and be allowed only after the Authority, in its sole discretion, determines that the

Development and operation thereof meet the following criteria to its satisfaction:

- A. Management - The Development shall be operated in a manner consistent with Authority's standards as described in the management plan accepted by the Authority.
  - B. Financial Condition - The Development shall be operated in a financial manner which allows the Mortgagor to pay all the obligations, fund all reserves as required and demonstrate an ability to be consistent in this manner throughout the Fiscal Year.
  - C. Physical Condition - The Development shall be maintained in good physical condition as demonstrated by the Authority's physical observation. The Development shall not have any physical impediments, which shall require financing from sources other than the Reserve for Replacements.
  - D. Low-Moderate Income - No Distribution shall cause rents to be raised on any Qualified Unit to a level which would prohibit the rental of the unit to Qualified Persons at the Qualified Rent. Rents shall be established to meet the objectives described in this Agreement.
  - E. Market Conditions - Distributions shall be a function of market conditions. Market conditions shall be considered in establishing rental schedules.
  - F. The right to Distributions shall be cumulative and payable from Surplus Cash, if any, at the end of successive Fiscal Years subsequent to Authority acceptance of audited financial statements for such Fiscal Years.
- (2) Distributions shall not be made from proceeds of the Mortgage Loan prior to the completion of work at the Development in accordance with the Construction Contract and the Approved Plans or when there is any Event of Default (as defined in the Authority Mortgage);
  - (3) Distribution of any funds arising out of the operation of the Development, to a party not entitled to receive such funds hereunder, shall be held in trust by said party separate and apart from any other funds; and
  - (4) No Distribution shall be made until all outstanding notices or requirements for proper maintenance and operation of the Development have been complied with.
  - (5) Nothing in this Agreement or in any other Mortgage Loan Document shall be deemed to prohibit or restrict payments to Mortgagor's partners of any cash that has been contributed to Mortgagor by the partners, including without limitation, credit reduction payments, Recapture Amount or Credit Reallocation Amount made by the Partnership or the General Partner pursuant to Sections 5.1B, 10.1A or 10.1C of the Second Amended and Restated Agreement of Limited Partnership of the Mortgagor. No prior written approval of the Authority shall be required for any such payments, except that if such funds are advanced from Gross Revenues they may only be advanced subject to the priorities set forth in Section 6 of this Agreement from annual Surplus Cash, as defined in this Agreement and set forth in the annual audited Financial Statement, which Surplus Cash has been acknowledged and approved by the Authority.



- m. Terminate, assign or transfer any right to manage the Development (except in accordance with the provisions of this Agreement or the Management Agreement);
- n. Make a loan of any funds from the Development to any person or entity;
- o. Incur any liability or obligation in connection with the Development, contingent or otherwise, with the exception of current Operating Expenses and for the indebtedness evidenced by the Authority Note, or other financing(s) accepted by the Authority; or incur any liability or obligation whatsoever that is secured in whole or in part by any interest in or lien or encumbrances on the Development, or funds of the Development; or
- p. Require tenants to pay any mandatory charges for additional services or facilities.

#### 9. REPORTING REQUIREMENTS

- a. Unless another period for reporting is specified by the Authority in writing, Mortgagor shall furnish the Authority with occupancy reports and reports of income, expenses, accounts receivable and accounts payable on a quarterly basis. Mortgagor shall pay such penalty as may be imposed by the Authority in the event of failure to comply with this requirement. Such reports shall be provided no later than the 15th day of each month. Mortgagor shall also provide such additional information as the Authority may reasonably request from time to time relative to the ownership, operation and maintenance of the Property and the Development.
- b. Within sixty (60) days following the close of each Fiscal Year, Mortgagor shall furnish the Authority with a complete annual financial report prepared and certified by a certified public accountant for the Development based upon an examination of the books and records of the Mortgagor, containing a detailed, itemized statement of Gross Revenues, Operating Expenses, Surplus Cash, Distributions, and all other income and expenditures, prepared and certified to be in accordance with the Procedures and standards accepted by the Authority and in conformity with generally accepted accounting principles applied on a consistent basis, and further certified by the Mortgagor or its duly authorized agent.
- c. Annually, not later than sixty (60) days before the beginning of each Fiscal Year, Mortgagor shall submit to the Authority an itemized budget of Gross Revenues, Operating Expenses, Surplus Cash and Distributions for the following Fiscal Year. Such budget shall be accompanied by supporting documentation requested by the Authority. Upon acceptance by the Authority, such budget shall be the Development's budget for the ensuing Fiscal Year.
- d. All records, accounts, books, tenant lists, applicant waiting lists, documents, and contracts relating to the Development shall at all times be kept separate and identifiable from those of any other business of the Mortgagor which is unrelated to the Development and shall be maintained within the State, as required by the Authority from time to time, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the Authority.

#### 10. ESTABLISHMENT OF RENTS - QUALIFICATIONS OF TENANTS

Mortgagor further covenants and agrees that:

- a. With the prior written acceptance of the Authority, Mortgagor shall establish and maintain for each dwelling unit at the Development a rental charge which shall satisfy the requirements of the Act, the Code, the Regulations,



and this Agreement, and provide income to the Development sufficient for the payment of principal, interest, fees and charges to the Authority under the Authority Mortgage and Authority Note.

- b. On forms accepted by the Authority, Mortgagor shall obtain a certification of income from each prospective tenant, prior to execution of a lease and admission to the Development as a tenant.
- c. Mortgagor shall obtain written evidence substantiating the information given on the tenants' certifications of income in a manner prescribed by the Authority and shall maintain on file for the Authority's review a copy of such evidence. Mortgagor agrees that no person has been accepted or shall be accepted for occupancy of a Qualified Unit, nor shall any person be permitted to occupy any Qualified Unit in the Development or any portion thereof, without such person's application for occupancy having first been reviewed by or on behalf of the Authority, except that no such lease acceptance or submission shall be required with regard to leases of one dwelling unit within the Property for terms not in excess of one (1) year unless requested in writing by Mortgagee subject to the requirements of Section 42 of the Code.
- d. Mortgagor shall require all tenants to execute a lease in the form prescribed or accepted by the Authority.
  - (1) In the case of Qualified Units, Mortgagor shall require the execution of a lease which shall provide for an annual certification of income by the tenant and for termination of the lease and eviction of an individual or family for violation of the eligibility requirements, as constituting material non-compliance under the lease. Said lease form shall also prohibit the assignment of the lease or subleasing of the unit to persons other than those accepted by the Mortgagor as meeting the eligibility requirements.
  - (2) No unit in the Development shall be rented for a term of less than one (1) year nor more than two (2) years without the Authority's prior acceptance.
- e. No changes shall be made in the rental charges accepted by the Authority, except as may be adjusted in the annual budget accepted in writing by the Authority.
- f. Mortgagor shall not permit a tenant to rent more than one (1) residential dwelling unit at any given time without the prior written acceptance of the Authority.
- g. Mortgagor shall obtain prior written acceptance of the Authority for: (1) all documents used in renting the dwelling units and any commercial facilities including but not limited to lease forms and applications; (2) all advertising and other public information regarding the Development; and (3) all procedures and standards to be utilized regarding acceptance or rejection of prospective tenants.
- h. Mortgagor shall grant to the Authority the right to execute leases on behalf of the Mortgagor from time to time for all eighty-one (81) Qualified Units in the Development with Qualified Persons, upon the sole determination by the Authority that the exercise of this right is necessary to preserve compliance with the Code regarding low income housing tax credits allocated to the Development. In that event, the Authority shall be deemed an agent for the Mortgagor and shall deposit Gross Revenues into the Development Operations Account.
- i. Any Surplus Cash remaining at the end of any Fiscal Year after Distributions permitted under paragraph 8.1(l) above and payment in full of

the Authority Note shall be considered "Residual Receipts" and shall be paid to and held by the Authority and deposited in an interest-bearing account accepted by and in the name of the Authority. The Authority or its successor or assign shall own and maintain sole ownership and control of funds deposited in the Residual Receipts account at all times. Residual Receipts shall be disbursed only on the direction of the Authority, which shall have the power and authority to direct that the Residual Receipts, or any part thereof, be used for such purpose as it may determine to benefit the Development.

- j. All rents received by the Mortgagor in excess of the maximum rents permitted or in excess of Qualified Rents shall be paid over by Mortgagor to the Authority.
- k. Mortgagor shall comply with the Authority's insurance requirements as set out in the Authority Mortgage.

#### 11. NONDISCRIMINATION

Mortgagor shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, Title VI of the Civil Rights Act of 1964, and Executive Order 11063, to the end that in accordance with the Act, the Code and the Regulations, and said Executive Order, no person in the United States shall, on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sexual orientation, or sex, be refused or denied housing, or otherwise subjected to discrimination. In addition, Mortgagor shall comply with all State and local laws prohibiting discrimination in housing, including without limitation, laws prohibiting discrimination on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sexual orientation, sex, or any other classification(s) protected by state or local law. Without limiting the generality of the foregoing, Mortgagor shall not restrict occupancy or rental of dwelling units in the Development by reason of the fact that a prospective tenant's household includes children (except for senior citizen housing as may be allowed under applicable law). Failure or refusal to comply with any such provisions, within any cure period that may be provided by law, shall constitute basis for the Authority to take any corrective action it may deem necessary including, but not limited to, declaring an Event of Default under the Authority Mortgage, the rejection of future applications for mortgage loans and the refusal to enter into future contracts of any kind with which the Mortgagor or its shareholders, members, partners, trustees or beneficiaries are in any way identified.

Mortgagor shall not discriminate against tenants or applicants who are recipients of Federal rent subsidies pursuant to Section 8 of the United States Housing Act of 1937, as amended, or any successor subsidy program.

#### 12. ASSIGNMENT OF RENTS AND INCOME

As security for the payments due under this Agreement, for the Reserve for Replacements and for the other obligations under the Mortgage Loan, Mortgagor hereby assigns and pledges to the Authority, its rights to the rents, profits, income and charges of whatever sort which it may receive or be entitled to receive in connection with the operation of the Property and the Development. Unless an Event of Default has occurred, permission is granted to Mortgagor to collect and retain such rents, profits, income, and other payments.

#### 13. BANKRUPTCY - REORGANIZATION

Mortgagor shall not file any petition in bankruptcy or for reorganization or recomposition, or make any assignment for the benefit of creditors or to a trustee for creditors or permit an adjudication in bankruptcy, the taking possession of the Property or any part thereof by a receiver, or the seizure and sale of the Property or any part thereof under judicial process or pursuant to any power of sale. Failure to have such adverse action set aside within sixty (60) days shall constitute an Event of Default under this Agreement and under the Authority Mortgage.



## 14. LITIGATION AGAINST MORTGAGOR

Mortgagor agrees promptly to notify the Authority in writing of any suits by or against Mortgagor, the Authority or the Development. No litigation seeking the recovery of a sum in excess of \$5,000.00 nor any action for specific performance or other equitable relief shall be instituted nor shall any claim for a sum in excess of \$5,000.00 or suit for specific performance be settled or compromised by Mortgagor unless prior written consent thereto has been obtained from the Authority. Such consent may be subject to such terms and conditions as the Authority may, in its sole discretion, prescribe.

## 15. COMPLIANCE WITH STATUTORY REQUIREMENTS

In order to comply with the Act, the Code and the Regulations and applicable statutes and regulations, Mortgagor agrees that, throughout the period as set forth in Paragraph 3, all of the Qualified Units in the Development shall be rented to Qualified Persons at a rental not in excess of Qualified Rent. Mortgagor shall comply with all State and federal laws and requirements, and the Authority's policies and Procedures. In addition and without limitation thereto, Mortgagor shall agree to the Apartment Mix and shall provide a marketing plan acceptable to the Authority.

- a. Prior to completion of the construction at the Development, the Mortgagor shall advertise the availability of apartment units in manners reasonably calculated to reach Qualified Persons. All advertisements shall be accepted in writing by the Authority prior to placement with any of the media. The Mortgagor shall verify the income of each applicant for a Qualified Unit.
- b. Mortgagor agrees that on and after the date of notification by the Authority to Mortgagor with respect to the availability of subsidy funds, it shall not reject an applicant for a rental who, except for lack of adequate income, is acceptable as a tenant. Mortgagor shall submit the application of such prospective tenant to the Authority for consideration by the Authority of the granting of a subsidy to such a prospective tenant during the term of the lease. The Authority may submit to Mortgagor the names of applicants for occupancy as tenants, and Mortgagor shall review the application(s) and interview such prospective tenants.
- c. Following initial occupancy, Qualified Units vacated by Qualified Persons shall be rented only to other Qualified Persons in order to maintain the Apartment Mix. Mortgagor may modify the allocation and distribution of Qualified Units so reserved only with the prior written permission of the Authority. Any such modification shall be carried out so that at all times, the Qualified Units shall be occupied by (or previously occupied by and available for rental solely to) Qualified Persons.
- d. Mortgagor represents and warrants that at all times its acts in connection with the Development have complied with and shall continue to comply with all applicable provisions of federal, state and local laws, and all agreements with the Authority and any other public entities concerning the Development as amended from time-to-time. The Mortgagor also represents to the Authority that professional advice is available to the Mortgagor for the purpose of enabling the Mortgagor to be aware of, and to comply with, said laws, policies, procedures and agreements. The Mortgagor shall indemnify the Authority against any loss incurred by the Authority as a result of the Mortgagor's failure to comply therewith.
- e. Mortgagor acknowledges the existence of federal, state and local laws regarding handicapped accessibility and the relocation of persons displaced by the Development. Mortgagor agrees that the Mortgagor, and not the Authority, is responsible for complying with such laws, as they may apply to the Development.



## 16. CONTRADICTION REQUIREMENTS

Mortgagor warrants that it has not, and shall not, execute other agreements with provisions contradictory, or in opposition to the provisions hereof, and that in any event the requirements of this Agreement are paramount and controlling and shall supersede any other requirements in conflict therewith except as provided below. Notwithstanding the foregoing, Mortgagor acknowledges that a purpose of this Agreement is to compel and document compliance with provisions of the Act, the Code and the Regulations applicable to Qualified Residential Rental Projects, and to the extent that any provision hereof is now or shall become in conflict with any such provision of the Act, the Code and the Regulations, such provision of the Act, the Code and the Regulations shall prevail.

Mortgagor shall comply with all provisions of the Code and Regulations applicable to Qualified Residential Rental Projects, whether or not such provisions are specifically set forth herein. Mortgagor further acknowledges that the representations and covenants set forth herein are based upon the Code and Regulations in their present form, and that both may be amended and the interpretations of their respective provisions may be changed or clarified in a manner inconsistent with the provisions hereof.

Mortgagor shall use its best efforts to take such actions, or to refrain from taking such actions, as are authorized by law and as may be necessary for the Development to continue to constitute a Qualified Residential Rental Project as may be required by the Code or Regulations as either may be amended or as the interpretation of their respective provisions may be changed or clarified.

## 17. FURTHER ACTION AND ASSURANCES

Mortgagor shall do, execute, acknowledge and deliver, at its sole cost and expense, such further acts, instruments or documentation as the Authority may reasonably require from time to time to better assure, transfer and confirm unto the Authority the rights now or hereafter intended to be granted to the Authority under this Agreement.

## 18. PARTNERSHIP REQUIREMENTS

- a. No amendments shall be made to the Mortgagor's partnership agreement and such partnership agreement shall not be terminated without the Authority's prior written acceptance;
- b. In the event of the dissolution or other change in the partnership, Mortgagor's business shall be continued by the partners individually until a successor structure is formed and accepted by the Authority; and
- c. No general partner shall voluntarily withdraw from the Mortgagor's partnership without the Authority's prior written acceptance.

## 19. PERSONAL LIABILITY

Mortgagor shall remain personally liable only as set forth in the Authority Mortgage.

## 20. REMEDIES

- a. Upon violation of any of the provisions of this Agreement by Mortgagor, the Authority may give written notice thereof to Mortgagor by registered or certified mail addressed to the address stated in this Agreement, or such other address(es) as may subsequently be supplied by appropriate written notice to the Authority. If such violation is not corrected to the satisfaction of the Authority within thirty (30) days after the date such notice is mailed or within such further time as the Authority in its sole discretion may permit, the Authority without further notice, may declare that an Event of Default has occurred. Upon such default, the Authority may resort to one, all or any combination of the following courses of action:

- i. declare the whole of the indebtedness under the Authority Note immediately due and payable and proceed with the foreclosure of the Authority Mortgage;
  - ii. collect or cause to be collected all rents and charges in connection with the operation of the Property and the Development and use such collections or cause such collections to be used to pay such Mortgagor's obligations under this Agreement and under the Authority Mortgage and the necessary expenses of preserving and operating the Development;
  - iii. take possession of the Property and the Development, bring any action necessary to enforce any rights of Mortgagor growing out of the operation of the Property and the Development, and operate the Property and the Development in accordance with the terms of this Agreement and in compliance with the requirements of the Authority Mortgage;
  - iv. apply to any court for specific performance of this Agreement, for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Property and the Development in accordance with the terms of this Agreement, or for such other relief as may be appropriate, since the injury to the Authority arising from a default under any of the terms of this Agreement would be irreparable and the amount of damages would be difficult to ascertain; and
  - v. seek any other remedy permitted under the Mortgage Loan Documents.
- b. Any action(s) taken by the Authority shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as the Authority may determine in its sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of the Authority permitted by law, equity or contract or as set forth herein or in the Mortgage Loan Documents.

## 21. CONTINUING EFFECT

The parties agree that this Agreement shall continue in full force and effect throughout the applicable period in Paragraph 3 hereof to the extent necessary to comply with the Act, the Code and the Regulations and to enable the Authority, its successors and its assigns to enforce compliance by Mortgagor with the covenants, terms and conditions therein and of this Agreement. The covenants herein set forth shall be deemed to run with the Property and the same shall bind the Mortgagor and its successors and assigns, notwithstanding that the Mortgage Loan may not continue in effect.

## 22. NOTICES

Unless otherwise provided for herein, all notices and communications required or permitted hereunder shall be sent to the addresses on page 1 hereof, in writing, and shall be deemed to have been duly given (a) when sent, if sent by registered or certified mail (return receipt requested, postage prepaid), (b) when delivered, if delivered personally, (c) when transmitted, if sent by facsimile and a confirmation of transmission is produced by the sending machine, or (d) when sent, if sent by overnight mail or overnight courier, in each case with a copy (which shall not constitute notice) to the Authority's General Counsel at the above address.

Any notice of any kind sent hereunder to any party shall simultaneously be sent to each and every other party hereto. Any notice required hereunder may be waived in writing by the party entitled to receive such notice. Failure or delay in delivering copies of any notice, demand, request, consent, acceptance, declaration or other communication within any corporation or firm to the persons designated to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, acceptance, declaration or other communication.



## 23. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State and federal law, where applicable.

## 24. VALIDITY

The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

## 25. AMENDMENTS

This Agreement cannot be altered, amended, modified or discharged orally and no executory agreement shall be effective to modify or discharge it in whole or in part, unless in writing and signed by the party against which enforcement is sought.

## 26. COUNTERPARTS

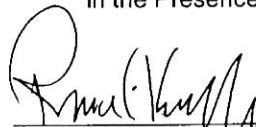
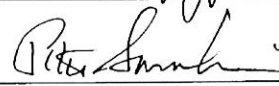
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute the same Agreement.

## 27. FALSE STATEMENTS

False statements made herein are punishable under the penalty for false statement set out in C.G.S. Section 53a-157b.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.


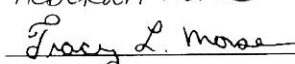
Signed, Sealed and Delivered  
in the Presence of:

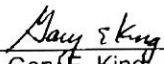
  


Berry Patch Associates Limited Partnership  
BY: Berry Patch GP, LLC  
General Partner

  
Geoffrey W. Sager  
Managing Member

CONNECTICUT HOUSING  
FINANCE AUTHORITY

  
Rebekah Rolfe  
  
Tracy L. Morse

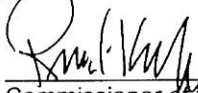
BY:   
Gary E. King  
President - Executive Director



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STATE OF CONNECTICUT     )  
                                       )  
 COUNTY OF HARTFORD     )     ss: ROCKY HILL     December 18, 2003

Personally appeared, Geoffrey W. Sager, Managing Member of BERRY PATCH GP, LLC, General Partner of BERRY PATCH ASSOCIATES LIMITED PARTNERSHIP, a Connecticut Limited Partnership, as aforesaid Signer and Sealer of the foregoing Instrument and acknowledged the same to be his free act and deed as Managing Member of BERRY PATCH GP, LLC, General Partner, and the free act and deed of BERRY PATCH ASSOCIATES LIMITED PARTNERSHIP, and that said instrument was signed on behalf of and with the authority of said Limited Partnership, before me.

  
 Commissioner of the Superior Court  
~~Notary Public~~

STATE OF CONNECTICUT     )  
                                       )  
 COUNTY OF HARTFORD     )     ss: ROCKY HILL     December 17, 2003

Personally appeared, GARY E. KING, President-Executive Director of the CONNECTICUT HOUSING FINANCE AUTHORITY, duly authorized as aforesaid Signer and Sealer of the foregoing Instrument and acknowledged the same to be his free act and deed and the free act and deed of said Authority, on behalf of said Authority, before me.

  
~~Commissioner of the Superior Court~~  
 Notary Public     **REBEKAH L. ROLLE**  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES JULY 31, 2007

## Exhibit A

## Property Description

A certain piece or parcel of land situated in the Town of South Windsor, County of Hartford and State of Connecticut shown on a map or plan entitled "Perimeter Survey ALTA/ACSM Survey Resurvey Prepared For: Berry Patch Associates Limited Partnership 205 Oakland Road South Windsor, Connecticut Date: 11/03/03, Revised to 11/10/03 scale 1 inch = 50 ft., prepared by Design Professionals, Inc." which map or plan is to be filed in the office of the South Windsor Town Clerk and which piece or parcel of land is more particularly described as follows:

Beginning at a point marked by a drill hole in brownstone in the apparent general southwesterly line of Oakland Road a/k/a Connecticut Route 30 which point marks a Northwesterly corner of the premises herein described and a Northeasterly corner of land now or formerly of Pauline G. Johnson; thence, S. 37° 11' 46" W., a distance of 147.46 feet to a brownstone; thence continuing along said Johnson, N. 45° 51' 28" W., a distance of 119.61 feet to a concrete monument; thence continuing along said Johnson, S. 39° 34' 11" W., a distance of 179.98 feet to a granite monument; thence continuing along said Johnson and land now or formerly of Anton Simler, Jr., in part on each, N. 61° 31' 51" W., in all, a distance of 293.72 feet to an iron pin; thence N. 52° 09' 44" W., along line of said Simler, a distance of 108.86 feet to an iron pin; thence N. 76° 58' 41" W., still along line of land of said Simler, a distance of 70.51 feet to a point; thence N. 89° 13' 59" W., still along line of said Simler, a distance of 216.28 feet to a granite monument; thence continuing along line of land now or formerly of Fred S. Katten, N. 85° 29' 41" W., a distance of 114.91 feet to a point; thence S. 03° 48' 46" E., along line of land now or formerly The Village at Buckland Court, Limited Partnership, a distance of 568.71 feet to a point; thence S. 76° 28' 10" E., along property now or formerly of Calvary Church of the Assemblies of God, a distance of 10.97 feet to an iron pin; thence S. 76° 17' 19" E., along line of said Calvary Church of the Assemblies of God, land now or formerly of Robert N. & Amy L. Gamache and land now or formerly of Karen A. & Edward J. O'Connor, in part on each, in all a distance of 696.49 feet to an iron pin; thence continuing S. 73° 59' 02" E., along land now or formerly of Robert & Penelope P. Torrani and land now or formerly of Michael J. and Kristina G. Suppich, in part on each, in all a distance of 621.53 feet to an iron pin in line of Felt Road; thence, N. 21° 13' 25" E., along Felt Road, a distance of 95.98 feet to an iron pin; thence, N. 68° 45' 26" W., along line of land now or formerly of Lois H. Petersen, a distance of 182.82 feet to an iron pin; thence N. 42° 17' 02" W., still along line of said Petersen, a distance of 489.28 feet to a concrete monument; thence N. 37° 39' 09" E., still along line of land of said Petersen, a distance of 355.51 feet to a broken monument in line of said Oakland Road; thence N. 42° 14' 34" W., along Oakland Road, a distance of 61.78 feet to the drill hole in a brownstone monument which marks the point and place of beginning.

Said parcel contains 14.01 acres of land, more or less.



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EXHIBIT B**OWNER'S CERTIFICATE OF CONTINUING  
PROGRAM COMPLIANCE**To: *Insert State Agency name and address*

- No buildings have been Placed In Service
- At least one building has been placed In Service but owner elects to begin credit period In the following year.
- If either of the above applies, please check the appropriate box, and proceed to page 2 to sign and date this form.

<b>Certification Dates:</b>	<b>From:</b> January 1, 20	<b>To:</b> December 31, 20
<b>Project Name:</b>	<b>Project No:</b>	
<b>Project Address:</b>	<b>City:</b>	<b>Zip:</b>
<b>Tax ID # of Ownership Entity:</b>		

The undersigned \_\_\_\_\_ on behalf of \_\_\_\_\_  
(the "Owner"), hereby certifies that:

## I. The project meets the minimum requirements of: (check one)

- ☐ 20 - 50 test under Section 42(g)(1)(A) of the Code  
☐ 40 - 60 test under Section 42(g)(1)(B) of the Code  
☐ 15 - 40 test for "deep rent-skewed" projects under Section 42(g)(4) and 142(d)(4)(B) of the Code

If "Change" list the applicable fraction to be reported to the IRS for each building in the project for the certification year on page 3:

- II. There has been **no change in the applicable fraction** (as defined in Section 42(c)(1)(B)) of any building in the project, or that there was a change and description of the change;  
☐ NO CHANGE ☐ CHANGE
- III. The owner has received an annual income certification from each low-income tenant, and documentation to support that certification; or, in the case of a tenant receiving Section 8 housing assistance payments, the statement from a public housing authority described in paragraph (b)(1)(vii) of this section;  
☐ YES ☐ NO
- IV. Each low-income unit in the project has been rent-restricted under Section 42(g)(2);  
☐ YES ☐ NO
- V. All units in the project were for use by the general public (as defined in 1.42-9), including the requirement that no finding of discrimination under the Fair Housing Act, 42 U.S.C. 3601-3169, occurred for the project. A finding of discrimination includes an adverse final decision by the Secretary of the Department of Housing and Urban Development (HUD), 24 CFR 180.680, and adverse final decision by a substantially equivalent state or local fair housing agency, 42 U.S.C. 3616a(a)(1), or an adverse judgment from a federal court;  
☐ YES ☐ NO
- VI. The buildings and low-income units in the project were suitable for occupancy, taking into account local health, safety, and building codes (or other habitability standards), and the State or local government unit responsible for making local health, safety, or building code inspections did not issue a violation report for any building or low-income unit in the project. If a violation report or notice was issued by the governmental unit, the owner must attach a statement summarizing the violation report or notice or a copy of the violation report or notice to the annual certification submitted to the Agency under paragraph (c)(1) of this section. In addition, the owner must state whether the violation has been corrected;  
☐ YES ☐ NO
- VII. There was no change in the eligible basis (as defined in section 42(d)) of any building in the project, or if there was a change the nature of the change (e.g., a common area has become commercial space, or a fee is now charged for a tenant facility formerly provided without charge);  
☐ NO CHANGE ☒ CHANGE

If "Change", state nature of the change on page 3.

- VIII. All tenant facilities included in the eligible basis under Section 42(d) of any building in the project, such as swimming pools, other recreational facilities, and parking areas, were provided on a comparable basis without charge to all tenants in the buildings;  
☐ YES ☐ NO
- IX. If a low-income unit in the project has been vacant during the year, reasonable attempts were or are being made to rent that unit or the next available unit of comparable or smaller size to tenants having a qualifying income before any units in the project were or will be rented to tenants not having a qualifying income;  
☐ YES ☐ NO
- X. If the income of tenants of a low-income unit in the building increased above the limit allowed in section 42(g)(2)(D)(ii), the next available unit of comparable or smaller size in the building was or will be rented to tenants having a qualifying income; and  
☐ YES ☐ NO
- XI. An extended low-income housing commitment as described in section 42(h)(6) was in effect (for buildings subject to section 7108 (c)(1) of the Omnibus Budget Reconciliation Act of 1989, 103 Stat. 2106, 2308-2311, including the requirement under section 42(h)(6)(B)(iv) that an owner cannot refuse to lease a unit in the project to an applicant because the applicant holds a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937, 42 U.S.C. 1437s (for buildings subject to section 13142 (b)(4) of the Omnibus Budget Reconciliation Act of 1993, 107 Stat. 312, (438-439); and  
☐ YES ☐ NO ☐ N/A
- XII. All low-income units in the project were used on a nontransient basis (except for transitional housing for the homeless provided under section 42(i)(3)(B)(iii) or single-room-occupancy units rented on a month-by-month basis under section 42(i)(3)(B)(iv).  
☐ YES ☐ NO ☐ HOMELESS
- XIII. The owner received its credit allocation from the portion of the state ceiling set-aside for a project involving "qualified non-profit organizations" under Section 42 (h)(5) of the code and it's non-profit entity materially participated in the operation of the development within the meaning of Section 469(h) of the Code.  
☐ YES ☐ NO ☐ N/A
- XIV. There has been no change in the ownership or management of the project:  
☐ NO CHANGE ☐ CHANGE  
 If "Change", complete page 3 detailing the changes in ownership or management of the project.

**Note:** Failure to complete this form in its entirety will result in noncompliance with program requirements. In addition, any individual other than an owner or general partner of the project is not permitted to sign this form, unless permitted by the state agency.

The project is otherwise in compliance with the Code, including any Treasury Regulations, the applicable State Allocation Plan, and all other applicable laws, rules and regulations. This Certification and any attachments are made UNDER PENALTY OF PERJURY.

\_\_\_\_\_  
 (Ownership Entity)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



PLEASE EXPLAIN ANY ITEMS THAT WERE  
ANSWERED "NO" OR "CHANGE" ON  
QUESTIONS 1-14.

[illegible]

**CHANGES IN OWNERSHIP OR MANAGEMENT**  
(to be completed **ONLY** if "CHANGE" marked for  
question 14 above)

## TRANSFER OF OWNERSHIP

Date of Change:	
Taxpayer ID Number:	
Legal Owner Name:	
General Partnership:	
Status of Partnership (LLC, etc):	

### CHANGES IN OWNER CONTACT

Date of Change:	
Owner Contact:	
Owner Contact Phone:	
Owner Contact Fax:	
Owner Contact Email:	

## CHANGES IN MANAGEMENT CONTACT

Date of Change:	
Management Co. Name:	
Management Address:	
Management city, state, zip:	
Management Contact:	
Management Contact Phone:	
Management Contact Fax:	
Management Contact Email:	

## EXHIBIT C

TENANT INCOME CERTIFICATION  
TC-100

Effective Date: \_\_\_\_\_

Move-in Date: \_\_\_\_\_  
(MM/DD/YYYY)☐ Initial Certification ☐ Recertification ☐ Other

## PART I - DEVELOPMENT DATA

Property Name: \_\_\_\_\_ County: \_\_\_\_\_ BIN #: \_\_\_\_\_  
Address: \_\_\_\_\_ Unit Number: \_\_\_\_\_ # Bedrooms: \_\_\_\_\_

## PART II. HOUSEHOLD COMPOSITION

HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	F/T Student (Y or N)	Social Security or Alien Reg. No.
1			HEAD			
2						
3						
4						
5						
6						
7						

## PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
TOTALS	\$	\$	\$	\$

Add totals from (A) through (D), above

TOTAL INCOME (E): \$

## PART IV. INCOME FROM ASSETS

Hshld Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
TOTALS:			\$	\$

Enter Column (H) Total If over \$5000 \$ X Passbook Rate 2.00% = (J) Imputed Income \$

Enter the greater of the total of column I, or J: imputed income TOTAL INCOME FROM ASSETS (K) \$

(L) Total Annual Household Income from all Sources [Add (E) + (K)]

\$

## HOUSEHOLD CERTIFICATION &amp; SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature \_\_\_\_\_

(Date) \_\_\_\_\_

Signature \_\_\_\_\_

(Date) \_\_\_\_\_

Signature \_\_\_\_\_

(Date) \_\_\_\_\_

Signature \_\_\_\_\_

(Date) \_\_\_\_\_



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PART V. DETERMINATION OF INCOME ELIGIBILITY			
<b>TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES:</b> From item (L) on page 1 <span style="border: 1px solid black; padding: 2px 20px;">\$</span>	<b>Household Meets Income Restriction at:</b> <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> ____%	<b>RECERTIFICATION ONLY:</b> Current Income Limit x 140%: \$ _____ Household Income exceeds 140% at recertification: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Current Income Limit per Family Size: \$ _____			
Household Income at Move-in: \$ _____	Household Size at Move-in: _____		

PART VI. RENT	
Tenant Paid Rent \$ _____ Utility Allowance \$ _____	Rent Assistance: \$ _____ Other non-optional charges: \$ _____
<b>GROSS RENT FOR UNIT:</b> (Tenant paid rent plus Utility Allowance & other non-optional charges) <span style="border: 1px solid black; padding: 2px 20px;">\$</span>	<b>Unit Meets Rent Restriction at:</b> <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> ____%
Maximum Rent Limit for this unit: \$ _____	

PART VII. STUDENT STATUS		
<b>ARE ALL OCCUPANTS FULL TIME STUDENTS?</b> <input type="checkbox"/> yes <input type="checkbox"/> no	If yes, Enter student explanation* (also attach documentation) <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">             Enter 1-4           </div>	<b>*Student Explanation:</b> 1 TANF assistance 2 Job Training Program 3 Single parent/dependent child 4 Married/joint return

PART VIII. PROGRAM TYPE				
Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.				
<b>a. Tax Credit</b> <input type="checkbox"/>  See Part V above.	<b>b. HOME</b> <input type="checkbox"/>  <b>Income Status</b> <input type="checkbox"/> ≤ 50% AMGI <input type="checkbox"/> ≤ 60% AMGI <input type="checkbox"/> ≤ 80% AMGI <input type="checkbox"/> OI**	<b>c. Tax Exempt</b> <input type="checkbox"/>  <b>Income Status</b> <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 60% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> OI**	<b>d. AHDP</b> <input type="checkbox"/>  <b>Income Status</b> <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> OI**	<b>e. _____</b> <input type="checkbox"/> (Name of Program)  <b>Income Status</b> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> OI**
** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.				

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE \_\_\_\_\_

DATE \_\_\_\_\_

**RECEIVED FOR RECORD:**  
 DATE 12/19/03 TIME 11:25 A.  
*[Signature]*  
 TOWN CLERK, SOUTH WINDSOR, CT

## DECLARATION OF RESTRICTIVE COVENANTS

11808

This Declaration of Restrictive Covenants made this 18<sup>th</sup> day of December, 2003 by **Berry Patch Associates Limited Partnership** ("Declarant"), a Connecticut limited partnership with an office c/o The Metro Realty Group, Ltd., 6 Executive Drive, Farmington, CT 06032.

## WITNESSETH:

**WHEREAS**, Declarant is the owner of certain property in the Town of South Windsor, County of Hartford and State of Connecticut, which property is described on Exhibit A attached hereto (the "Property"); and

**WHEREAS**, in order to comply with the requirements of a certain special permit granted by the Planning & Zoning Commission of the Town of South Windsor under Section 4.1 of the South Windsor Zoning Regulations, Declarant wishes to subject the Property to certain restrictions.

**NOW, THEREFORE**, Declarant does hereby declare and establish that, as long as the Property is zoned to allow elderly housing pursuant to the South Windsor Zoning Regulations, or for a period of forty (40) years, whichever is longer, the Property shall be subject to the following restrictions:

1. The architecture, colors, heights, materials and floor plan comprising each building and the site plan shall be subject to the prior written approval of the South Windsor Housing Authority or its successor. Any change of the same shall require the prior written approval of said Authority.
2. The maintenance of the buildings and landscaping shall be consistent with the level and quality of landscaping and maintenance provided by the Authority for its other developments.
3. Each dwelling unit on the Property shall be occupied by:
  - (a) Persons who are 62 years of age or older.
  - (b) A spouse of an occupant pursuant to (a) above.
  - (c) An occupant pursuant to (b) above who survives his or her spouse.
  - (d) An occupant pursuant to (b) above whose spouse has entered into a long term health care facility.

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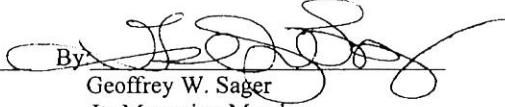
(e) Regarding subparagraph (c) and (d) above, in the event of the remarriage or cohabitation by the remaining spouse, all occupants must comply with the occupancy requirements set forth in this Section 3.

4. It is understood and agreed that this Declaration of Restrictive Covenants is intended to run with the land and subject any successor owners of the Property to its terms. In this respect this Declaration shall be recorded in the land records for the Town of South Windsor. It is further understood and agreed that this Declaration may be enforced by (i) the Town of South Windsor or (ii) the South Windsor Planning and Zoning Commission, (iii) the South Windsor Housing Authority, or (iv) any combination of the foregoing bodies. Nothing in the paragraph shall preclude any person from exercising whatever right she or he may have to enforce this Declaration.

IN WITNESS WHEREOF, the Declarant has hereby executed this Declaration of Restrictive Covenants this 17<sup>th</sup> day of December, 2003.

Berry Patch Associates Limited Partnership  
By: Berry Patch GP, LLC its  
General partner



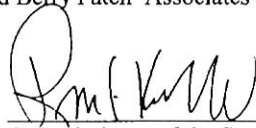
By:   
Geoffrey W. Sager  
Its Managing Member

STATE OF CONNECTICUT)

COUNTY OF Hartford)

ss: Rocky Hill

Personally appeared the said Geoffrey W. Sager, Managing Member of Berry Patch GP, LLC, general partner of Berry Patch Associates Limited Partnership, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said Berry Patch Associates Limited Partnership, before me.



Commissioner of the Superior Court  
~~Notary Public~~  
~~My Commission Expires~~

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clean.doc  
12/17/03 10:18 AM

## EXHIBIT A

A certain piece or parcel of land situated in the Town of South Windsor, County of Hartford and State of Connecticut shown on a map or plan entitled "Perimeter Survey ALTA/ACSM Survey Resurvey Prepared For: Berry Patch Associates Limited Partnership 205 Oakland Road South Windsor, Connecticut Date: 11/03/03, Revised to 11/10/03 scale 1 inch = 50 ft., prepared by Design Professionals, Inc." which map or plan is to be filed in the office of the South Windsor Town Clerk and which piece or parcel of land is more particularly described as follows:

Beginning at a point marked by a drill hole in brownstone in the apparent general southwesterly line of Oakland Road a/k/a Connecticut Route 30 which point marks a Northwesterly corner of the premises herein described and a Northeasterly corner of land now or formerly of Pauline G. Johnson; thence, S. 37° 11' 46" W., a distance of 147.46 feet to a brownstone; thence continuing along said Johnson, N. 45° 51' 28" W., a distance of 119.61 feet to a concrete monument; thence continuing along said Johnson, S. 39° 34' 11" W., a distance of 179.98 feet to a granite monument; thence continuing along said Johnson and land now or formerly of Anton Simler, Jr., in part on each, N. 61° 31' 51" W., in all, a distance of 293.72 feet to an iron pin; thence N. 52° 09' 44" W., along line of said Simler, a distance of 108.86 feet to an iron pin; thence N. 76° 58' 41" W., still along line of land of said Simler, a distance of 70.51 feet to a point; thence N. 89° 13' 59" W., still along line of said Simler, a distance of 216.28 feet to a granite monument; thence continuing along line of land now or formerly of Fred S. Katten, N. 85° 29' 41" W., a distance of 114.91 feet to a point; thence S. 03° 48' 46" E., along line of land now or formerly The Village at Buckland Court, Limited Partnership, a distance of 568.71 feet to a point; thence S. 76° 28' 10" E., along property now or formerly of Calvary Church of the Assemblies of God, a distance of 10.97 feet to an iron pin; thence S. 76° 17' 19" E., along line of said Calvary Church of the Assemblies of God, land now or formerly of Robert N. & Amy L. Gamache and land now or formerly of Karen A. & Edward J. O'Connor, in part on each, in all a distance of 696.49 feet to an iron pin; thence continuing S. 73° 59' 02" E., along land now or formerly of Robert & Penelope P. Torrani and land now or formerly of Michael J. and Kristina G. Suppicich, in part on each, in all a distance of 621.53 feet to an iron pin in line of Felt Road; thence, N. 21° 13' 25" E., along Felt Road, a distance of 95.98 feet to an iron pin; thence, N. 68° 45' 26" W., along line of land now or formerly of Lois H. Petersen, a distance of 182.82 feet to an iron pin; thence N. 42° 17' 02" W., still along line of said Petersen, a distance of 489.28 feet to a concrete monument; thence N. 37° 39' 09" E., still along line of land of said Petersen, a distance of 355.51 feet to a broken monument in line of said Oakland Road; thence N. 42° 14' 34" W., along Oakland Road, a distance of 61.78 feet to the drill hole in a brownstone monument which marks the point and place of beginning.

Said parcel contains 14.01 acres of land, more or less.

RECEIVED FOR RECORD:  
DATE 12/19/03 TIME 11:25 A.M.  
*Dutcher E. Lichford*  
TOWN CLERK, SOUTH WINDSOR, CT

V:\Caplan\Documents\Public\RKabako\T\Metro\Berry Patch\Nixie\Legal Description.doc  
12/19/03





As of Date: 12-31-2018

Property: BP Berry Patch Associates LP

[illegible]

## Summarized Residential Rent Roll

12-31-2018 Page 2  
System Date: 01-08-2019  
System Time: 2:11 pm

As of Date: 12-31-2018

Property: BP Berry Patch Associates LP

Unit	Class	Status	Date Available	# of Bdrms	# of Baths	Previous Rent (Vacant Units)	Monthly Rent	Other Mthly Charges	Annual Rent	Lease ID	Actual (A) / Intended (I) Move-In Date	Intended (Original) Lease End
14	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,530.00		18,360.00	BP-14-	10-01-2012	A 09-30-2019
15	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-15-	04-15-2015	A 04-30-2019
16	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-16	04-01-2015	A 03-31-2020
17	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,565.00		18,780.00	BP-17-	07-15-2015	A 07-31-2019
18	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,590.00		19,080.00	BP-18-	07-15-2016	A 06-30-2019
19	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-19-	12-01-2005	A 11-30-2019
20	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-20-	09-01-2016	A 08-31-2019
21	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-21-	07-15-2017	A 07-14-2019
22	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-22-	03-01-2009	A 02-28-2020
23	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-23-	12-15-2005	A 11-30-2019
24	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,545.00		18,540.00	BP-24-	04-17-2015	A 04-30-2019
25	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-25-	02-01-2006	A 03-31-2020



Property: BP Berry Patch Associates LP

Unit	Class	Status	Date Available	# of Bdrms	# of Baths	Previous Rent (Vacant Units)	Monthly Rent	Other Mthly Charges	Annual Rent	Lease ID	Actual(A) / Intended (I) Move-In Date	Intended (Original) Lease End
26	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,600.00		19,200.00	BP-26-	09-15-2016 A	08-31-2019
27	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,090.00		13,080.00	BP-27-	05-22-2018 A	05-21-2019
28	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-28-	06-10-2016 A	05-31-2019
29	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			1,300.00		15,600.00	BP-29--	03-01-2018 A	02-28-2019
30	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,590.00		19,080.00	BP-30-	03-01-2017 A	02-28-2019
31	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,065.00		12,780.00	BP-31-	04-01-2017 A	03-31-2020
32	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-32-	08-12-2011 A	07-31-2019
33	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,054.00		12,648.00	BP-33-	02-01-2005 A	01-31-2020
34	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,054.00		12,648.00	BP-34-	08-01-2008 A	12-31-2019
35	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,550.00		18,600.00	BP-35-	02-10-2018 A	02-09-2020
36	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,490.00		17,880.00	BP-36-	07-11-2016 A	06-30-2019
37	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-37-	08-01-2011 A	07-31-2019
38	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-38-	05-01-2012 A	04-30-2019

## Summarized Residential Rent Roll

12-31-2018 Page 4  
System Date: 01-08-2019  
System Time: 2:11 pm

As of Date: 12-31-2018

Property: BP Berry Patch Associates LP

Unit	Class	Status	Date Available	# of Bdrms	# of Baths	Previous Rent (Vacant Units)	Monthly Rent	Other Mthly Charges	Annual Rent	Lease ID	Actual(A)/ Intended (I) Move-In Date	Intended (Original) Lease End
39	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,090.00		13,080.00	BP-39-	11-01-2018 A	10-31-2019
40	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,090.00		13,080.00	BP-40-	09-01-2018 A	08-31-2019
41	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-41-	08-15-2010 A	07-31-2019
42	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-42-	03-15-2005 A	02-28-2020
43	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,090.00		13,080.00	BP-43-	03-01-2018 A	02-28-2020
44	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,054.00		12,648.00	BP-44-	02-01-2013 A	01-31-2020
45	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			1,300.00		15,600.00	BP-45-	05-15-2018 A	05-14-2019
46	55+ PRIMARY TENANT ID:	VACANT	12-01-2018	1.0		908.00			10,896.00			
47	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-47-	08-01-2012 A	07-31-2019
48	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,090.00		13,080.00	BP-48-	04-01-2018 A	03-31-2020
49	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,285.00		15,420.00	BP-49-	05-25-2005 A	05-31-2019
50	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-50-	11-15-2014 A	05-31-2019
51	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-51-	06-10-2011 A	05-31-2019

PROPERTY: BP Berry Patch Associates LP

Unit	Class	Status	Date Available	# of Bdrms	# of Baths	Previous Rent (Vacant Units)	Monthly Rent	Other Mthly Charges	Annual Rent	Lease ID	Actual (A)/ Intended (I) Move-In Date	Intended (Original) Lease End
52	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-52-	04-01-2006 A	03-31-2020
53	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			1,290.00		15,480.00	BP-53-	03-01-2018 A	02-28-2020
54	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,530.00		18,360.00	BP-54-	11-01-2009 A	10-31-2019
55	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-55-	03-15-2006 A	02-28-2020
56	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,054.00		12,648.00	BP-56-	03-15-2005 A	03-31-2020
57	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,565.00		18,780.00	BP-57-	07-01-2014 A	06-30-2019
58	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			908.00		10,896.00	BP-58-	07-15-2016 A	06-30-2019
59	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			736.00		8,832.00	BP-59-	03-21-2005 A	02-28-2020
60	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,090.00		13,080.00	BP-60-	06-01-2018 A	05-31-2019
61	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-61-	03-15-2006 A	02-28-2020
62	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			306.00		3,672.00	BP-62-	04-01-2015 A	03-31-2020
63	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			865.00	200.00-	10,380.00	BP-63-	12-01-2006 A	11-30-2019
64	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,065.00		12,780.00	BP-64-	03-06-2017 A	02-28-2020



## Summarized Residential Rent Roll

12-31-2018 Page 6  
System Date: 01-08-2019  
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As of Date: 12-31-2018

Property: BP Berry Patch Associates LP

Unit	Class	Status	Date Available	# of Bdrms	# of Baths	Previous Rent (Vacant Units)	Monthly Rent	Other Mthly Charges	Annual Rent	Lease ID	Actual(A)/ Intended (Original) Move-In Date	Intended (Original) Lease End
65	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			908.00		10,896.00	BP-65-	04-01-2010 A	03-31-2020
66	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			736.00		8,832.00	BP-66-	03-30-2005 A	03-31-2020
67	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			908.00		10,896.00	BP-67-	12-01-2013 A	11-30-2019
68	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,065.00		12,780.00	BP-68-	05-15-2006 A	04-30-2019
69	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			908.00		10,896.00	BP-69-	02-15-2018 A	01-31-2020
70	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-70-	12-01-2017 A	11-30-2019
71	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-71-	08-01-2017 A	07-31-2019
72	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			908.00		10,896.00	BP-72-	05-01-2016 A	04-30-2019
73	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			736.00		8,832.00	BP-73-	02-15-2006 A	01-31-2020
74	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			1,200.00		14,400.00	BP-74-	06-09-2018 A	06-08-2019
75	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-75-	04-01-2013 A	03-31-2020
76	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			736.00		8,832.00	BP-76-	07-01-2014 A	06-30-2019

Property: BP Berry Patch Associates LP

Unit	Class	Status	Date Available	# of Bdrms	# of Baths	Previous Rent (Vacant Units)	Monthly Rent	Other Mthly Charges	Annual Rent	Lease ID	Actual (A) / Intended (I) Move-In Date	Intended (Original) Lease End
77	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			908.00		10,896.00	BP77-	08-01-2010	A 07-31-2019
78	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			1,300.00		15,600.00	BP-78-	08-01-2018	A 07-31-2019
79	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-79-	03-01-2006	A 02-28-2020
80	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			306.00		3,672.00	BP-80-	06-01-2016	A 05-31-2019
81	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,059.00		12,708.00	BP-81-	08-19-2011	A 07-31-2019
82	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-82-	07-01-2017	A 06-30-2019
83	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			736.00		8,832.00	BP-83-	08-01-2018	A 07-31-2019
84	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			908.00		10,896.00	BP-84-	03-01-2017	A 02-28-2020
85	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			898.00		10,776.00	BP-85-	07-01-2016	A 06-30-2019
86	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,054.00		12,648.00	BP-86-	01-18-2007	A 01-31-2020
87	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			908.00		10,896.00	BP-87-	08-01-2016	A 07-31-2019
88	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			908.00		10,896.00	BP-88-	08-15-2016	A 07-31-2019

Property: BP Berry Patch Associates LP

Unit	Class	Status	Date Available	# of Pdrms	# of Baths	Previous Rent (Vacant Units)	Monthly Rent	Other Mthly Charges	Annual Rent	Lease ID	Actual (A) / Intended (I) Move-In Date	Intended (Original) Lease End
89	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,060.00		12,720.00	BP-89	01-15-2018	A 01-14-2020
90	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			306.00		3,672.00	BP-90	02-01-2006	A 01-31-2020
91	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,090.00		13,080.00	BP-91	04-01-2018	A 03-31-2020
92	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,084.00		13,008.00	BP-92	09-15-2013	A 08-31-2019
93	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			306.00		3,672.00	BP-93	09-01-2015	A 08-31-2019
94	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			736.00		8,832.00	BP-94	12-01-2013	A 11-30-2019
95	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			908.00		10,896.00	BP-95	04-01-2018	A 03-31-2020
96	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,090.00		13,080.00	BP-96	04-24-2017	A 04-23-2019
97	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			908.00		10,896.00	BP-97	09-15-2016	A 09-30-2019
98	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			731.00		8,772.00	BP-98	03-01-2012	A 02-28-2020
99	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			908.00		10,896.00	BP-99	12-01-2005	A 11-30-2019
100	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	2.0			1,060.00		12,720.00	BP-100	06-01-2017	A 05-31-2018



As of Date: 12-31-2018

Property: BP Berry Patch Associates LP

Unit	Class	Status	Date Available	# of Bdrms	# of Baths	Previous Rent (Vacant Units)	Monthly Rent	Other Mthly Charges	Annual Rent	Lease ID	Actual (A) / Intended (I) Move-In Date	Intended (Original) Lease End
101	55+ PRIMARY TENANT ID:	OCCUPIED	N/A	1.0			306.00		3,672.00	BP-101-	01-03-2014	A 12-31-2019
102	55+	VACANT	11-01-2018	2.0		1,084.00			13,008.00			

## Property BP Summary Totals:

Total Previous Rent For Vacant Units: 1,992.00

Total Monthly Rent For Occupied Units: 106,713.00  
Total Other Monthly Charges For Occupied Units: 200.00-

Total Annual Rent For All Units: 1,304,460.00

Total # of Occupied Units: 100

Total # of Vacant Units: 2

Total # of Units: 102

Occupied Unit Pct: 98.0 %





## *Town of South Windsor*

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

May 1, 2002

CERTIFIED MAIL 7001 2510 0003 1937 0133

Mr. Jeff Sager  
Metro Realty Group, LTD  
6 Executive Drive  
Farmington, CT 06032

Mrs. Janet Prior  
The South Windsor Housing Authority  
50 Elm Street  
South Windsor, CT 06074

Dear Mr. Sager and Mrs. Prior:

Re: Appl #02-10P, Metro Realty Group/South Windsor Housing Authority

We are pleased to advise you that the Planning & Zoning Commission voted on April 30, 2002, to approve your proposed amendment to Section 4.1.11.2c to increase the maximum number of units in a development to 102 and to increase the number allowed in town to 200 units. Enclosed is a copy of the legal notice for the amendment.

Sincerely,

Kevin McCann, Chairman  
Planning and Zoning Commission

KMcC/kah

cc: Design Professionals





- k. The area shall be landscaped to harmonize with the character of the neighborhood. The land shall be so maintained that it will not create a nuisance as determined by the Planning and Zoning Commission. Any manure storage area shall be screened. Particular attention shall be paid to the location of any manure storage. Adequate fly control measures shall be required.
- l. There shall be no external floodlighting which transmits outside of the property where it originates. All provisions of Section 13.7.3 shall be followed.
- m. A bond shall be posted to guarantee the cost of construction and improvements required under this section.
- n. Impervious coverage limited to 20%.

**4.1.11 Housing for the Elderly:** The purpose of this special use is to provide housing particularly suited to the needs of the elderly citizens; such use to be located in reasonable proximity to such shopping and services as are required by elderly persons; such use to be designed to provide a pleasant environment for habitation; and such use shall be in conformity with the general framework and intent of the Town Plan of Conservation and Development for South Windsor.

- 1. Procedure: Application for this use may be filed only by the Public Housing Authority of South Windsor individually or in conjunction with a proprietary entity.
  - a. The Commission shall be guided by the requirements of this section where reporting on the mandatory referral for acquisition of the housing sites under the General Statutes of Connecticut.
  - b. The Public Housing Authority individually or in conjunction with such proprietary entity, shall submit to the Commission a site development plan in accordance with Section 4.13 of these regulations and such plan must be approved prior to the issuance of a building permit.
- 2. General Requirements:
  - a. Location. The site shall be on Town-owned property or on premises approved by the Public Housing Authority with restrictive covenants guaranteeing appearance and property maintenance approved by the Public Housing Authority and the Commission. The covenant must be filed on the land records and must be in effect as long as the property is zoned for elderly housing.
  - b. Area and Density Requirements
    - 1. A minimum size of 2 acres is required.
    - 2. Maximum density for a development shall be 10 units/acre multiplied by the net buildable acreage of the parcel. All calculations of proposed density must appear on the Site Plan of Development, and are arrived at by multiplying the requested density by the net buildable acreage (see Section I, Definitions).
  - c. Project/Units Cap.

The maximum number of units in any development shall be 102 units. The Commission may grant a waiver to increase the number of units in a development up to 200 units after finding:

1. Traffic impact will not be detrimental to surrounding areas;
2. The site is appropriate for a larger development; and
3. The increase will not create adverse impacts on surrounding property values.

The cumulative total number of units in all developments cannot exceed 350 units.

d. Yard, Frontage and Buffer Requirements.

The site shall have a minimum of 200 feet of frontage on a public street. The minimum frontage requirement may be reduced by one 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/impervious areas shall be allowed within the additional setback area.

Minimum yards (applicable to the parcel perimeter) shall be fifty (50) feet front yard, and ten (10) feet side and rear yards. Required buffers may at the discretion of the Commission be coterminous with the yards, provided the combined yards and buffer are no less than 25 feet in width, site conditions support such (e.g., site is contiguous to open space, permanent buffers and/or mature vegetation), and large trees are saved or planted within the buffer (6" minimum caliper on deciduous trees, 15 feet minimum height on coniferous trees, spaced no more than every 30 feet, or at a somewhat greater distance if more appropriate given the species). Buffers may contain separations between trees in order to preserve vistas for unit occupants, where applicable. Minimum setback between dwellings shall be 20 feet.

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 buildings and the placement of windows on the side of the buildings in question.

- e. Building size. In calculating space requirements for elderly occupancy, the following areas shall be considered minimum:

<b>Occupancy (persons)</b>	1	2	2 or more***
<b>Description</b>	Efficiency	1 BR	2 BR
<b>Room Count*</b>	3	3 ½	4 ½
<b>Area Square Feet**</b>	350	460	570

\*Room count for living, dining and kitchen is 2 ½.

\*\*These areas do not include circulation and public facilities outside the unit or spaces for heating equipment. Storage areas are calculated as a part of the minimum area requirement.

\*\*\*Special occupancy, covering situations such as two single related persons, two-person families whose physical condition requires separate sleeping accommodations, and single persons requiring sleep-in companions or care assistants.



f. Parking and Access.

1. At least 1 parking space for each 4 dwelling units shall be provided, however, at the discretion of the Planning and Zoning Commission, this may be increased up to 1 parking space for each dwelling unit.
2. The location and arrangement of access shall be consistent with public safety and shall provide no undue hindrance to the safety of existing or proposed streets.

g. Improvements.

1. Utilities, streets and related improvements shall generally conform to Town procedures and standards; however, 24 feet pavement width is acceptable, and other standards may be reduced or waived in order to reduce development costs, provided there is no objection of the Town Engineer. All utilities shall be underground. All dumpsters must be on concrete pads and screened.
  2. Sidewalks. Sidewalks shall be provided for internal circulation within the project and connection to the street frontage. Sidewalks shall be constructed to the specifications of the Town of South Windsor.
- h. Recreation. Recreation area or areas shall be provided for the use of the residents. The recreation area or areas shall be designed for the special needs of elderly persons. Such uses as walking trails, sitting areas and a community room are examples of recreation areas.
- i. Signage must conform to the requirements of Section 17, Signs.
- j. Impervious coverage limited to 40%.

4.1.12 Senior Residence Development (SRD)

- a. Purpose. The purpose of this section is to ensure an adequate supply of senior housing in South Windsor; to promote well-planned, innovative developments which become aesthetically pleasing senior residential environments; to recognize that not all of the housing needs of our community's elderly population can be met through public elderly housing; to provide for a greater variety of housing for South Windsor's senior residents; and to foster small senior developments which can be nestled into neighborhoods with minimal impact on surrounding properties.

- b. Permitted Uses. Within the Senior Residence Development, the following uses of buildings and land shall be allowed by special exception, subject to the requirements of these regulations.

The only permitted uses shall be single-family, duplex and multi-family senior residence dwellings, as well as accessory uses (e.g., garages and community rooms), as determined and approved by the Commission and which are intended and designed for the maintenance and/or operation of the Senior Residence Development and/or the use of its residents.

- c. Application Consideration. Upon application of the owner of the land or the owner's duly authorized agent, the Commission may, in appropriate cases and subject to appropriate modifications and safeguards prescribed by it, grant a Special Exception/Site Development Plan approval for a Senior Residence Development (SRD) of single-family detached and multi-family attached senior residences in the Rural Residential District, subject to the



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**MEMBERS PRESENT:** Kevin McCann, Louise Evans, Marshall Montana, Sue Larsen,  
Tim Wentzell, Patrick Kennedy, and Suzanne Choate

**ALTERNATES PRESENT:** Roger Cottle  
Gary Bazzano

**STAFF PRESENT:** Michele Lipe, Assistant Director of Planning  
Jeff Doolittle, Town Engineer

**PUBLIC HEARING – COUNCIL CHAMBERS**

Chairman McCann called the meeting to order at 7:30 p.m.

1. **Appl 02-09P, Metro Realty Group and South Windsor Housing Authority proposed amendment to Section 4.1.11.2d to allow the minimum frontage to be reduced to less than 95 feet (Withdrawn)**

Commissioner Evans read the withdrawal letter into the record.

2. **Appl 02-10P, Metro Realty Group and South Windsor Housing Authority proposed amendment to Section 4.1.11.2c to increase the maximum number of units in a development to 102 and to increase the number allowed in town to 200 units**

Attorney Ed Lassman was present to discuss the proposed amendment.

Peter De Mallie of Design Professionals was present to discuss the application.

Jim Murray of the South Windsor Housing Authority spoke in favor of the application. He complimented the design that had been used in Watson Farms stating they were “user friendly” units and handicap accessible. He indicated that there is a need for this type of housing, however very little public funds to build it.

Geoff Sager, Metro Realty, indicated there has been an overwhelming response and gave an over view of the units and the statistics relating to the senior population.

Lorraine Calabrese and Gorany Cuttler spoke in favor of this application.

Michele Lipe, Assistant Director of Planning, provided the planning department report.

1. Request for amendment to Sections 4.1.11.2.c, Housing for the Elderly. This particular type of senior housing differs from the SRDs and regular multi-family zone because the applicant has to be the South Windsor Housing Authority, either by itself or in partnership with a proprietary entity. The Housing Authority, through its executive director, is a signatory to this application.
2. The current section 2.c. allows a maximum of 75 units in an elderly housing development, and a cumulative total of 75 units in all developments. The applicant proposes to increase the maximum number of units in a development to 102, and to increase the cumulative project cap to 200.



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3. The 2000 census data provides age-related population changes from 1990 to 2000:

- In 1990, about 17% of our population consisted of persons 55 or older (3832/22,090); in 2000, the percentage increased to 21.5% (5254/24,412).
- The 65- to 84-year age group increased by 61%.
- The 85+ year age group increased by 141%.
- The median age rose from 34.7 to 39.
- The number of households with one or more persons 65 or older increased by 61%, from 1211 in 1990 to 1954 in 2000.

South Windsor currently has 315 senior housing units built or under construction, with 20 more approved, for a total of 325 units.

4. The Town Plan of Conservation and Development includes recommendations for all types and densities of housing, including senior housing.
5. Impacts for senior developments include increased needs for senior services and programs, including the Senior Center and transportation services. We are not aware at this time of any fiscal impact studies for senior housing that would analyze the taxes received vs cost of providing services.
6. Traffic impacts from new senior developments are very minor, and tend to occur most often during off-peak hours.
7. The Capitol Region Council of Governments reviewed the amendment as required and finds no apparent conflict with regional plans and policies.

There were no engineering comments on this plan.

The chair asked for public comment.

Diane Madda stated she had seen a complex in Berlin and was in favor of the Commission adopting more units to be built.

John Sessea expressed his support because the need for this type of housing is great. He had moved out of South Windsor because of the lack of this type of housing and would like to return.

The Commissioners had the following questions/comments.

- ♦ What is the distance between units?
- ♦ Number of applications from South Windsor residences?
- ♦ The density per acre?
- ♦ Walkways?
- ♦ Possibility of a workgroup to study the need currently for additional senior housing.

The applications responded as follows:

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The distance is 45-50 feet between units. The number of applications from South Windsor residences is approximately 40%. The density per acre is 10 units. There could be a walking provided to allow the residences the ability to connect to the Wapping Center. Sager indicated approvals need to be in place prior to the end of the year to secure funding for the project.

Evans reads letter into the record in favor of the application and the public hearing closed.

**3. Appl 02-16P, Estate of Richard Kibbe, request for resubdivision to create two lots and to keep up to three horses on property located on the easterly side of Long Hill Road, northerly of Burnham Street, RR, RR/O Zone**

Peter De Mallie of Design Professionals was present to discuss the application. He represents Mark Kibbe, Executor of the estate on the resubdivision of the 5.3 acre parcel into two properties. The zoning for this area is RR and RR/Overlay zone, which allows for all the permitted underlying uses in the RR zone. Both lots meet the minimum requirement for RR lots. In addition, the applicant is looking for permission to keep up to two horses on the larger property. He reviewed the zoning criteria for horses as it relates to this piece.

Michele Lipe provided the Planning Department report.

1. Request for a resubdivision to create two residential building lots and approval under Section 4.1.9 to keep up to two horses, on property located on the easterly side of Long Hill Road, northerly side of Burnham Street, RR, RR/O zone.
2. The lot requirements for the RR zone are 40,000; 175 ft road frontage; 200 feet. One lot is just over 1 acre in size and the second lot is over 4 acres. It appears that both lots meet the zoning requirements.
3. There are regulated wetlands on the property; however there aren't any activities in the wetland area. The IWA/CC will be hearing this application Wednesday night. This Commission will not be able to take action on this application until the wetlands commission has rendered a decision.
4. General criteria for keeping horses for personal use include due consideration to the conservation of property values; the general character of the neighborhood, and the general welfare of the Town. In addition, there are specific criteria that apply, including:
  - ◆ A minimum of two acres is required for the first horse and an additional acre for each additional horse. This property includes more than 12.2 acres.
  - ◆ Housing/stabling of horses is restricted to the rear yard of the premises. The accessory buildings used to shelter or feed the horses must be located at least 125 feet from the street, 40 feet from any side or rear property line, and 100 feet from any dwelling located on an adjacent property. There is an existing barn on this property that does not meet the 40' setback requirement, but does meet the 100 feet from any dwelling requirement
  - ◆ A fenced area of at least one acre for each horse must be provided. In lieu of fencing, a riding ring may be substituted.
  - ◆ Manure shall not be allowed to accumulate to cause any health hazard, and shall be subject to inspection by the Health Officer. Fly control measures shall be required; and



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- ♦ There shall be no outside storage of feed or bedding material.
- 5. The applicant has submitted a plan, which shows the area fenced and a location where a barn could be placed in conformance with the regulations.

If this application is approved, the Planning Department has no modifications requested.

Jeff Doolittle provided the Engineering report.

"I have reviewed the above application for a subdivision of property of the Estate of Richard Kibbe that is located at the northeast corner of Long Hill Road and Burnham Street and have the following comments:

1. Correct the scale on sheet 3. The information shown is at a scale of 1" = 40'.
2. Clarify note 7 on sheet 3. What and where are these rights in favor of CNG Corp.
3. The anti-tracking pads needs to be shown as 30 feet long, at a minimum
4. The driveway needs a paved apron that extends at least 20 feet from the existing edge of pavement on the street.
5. A Street Excavation Permit must be taken out by the contractor, from the Town of South Windsor, before the installation of the driveway on Long Hill Road.
6. Talk to the South Windsor Police Department about relocating the existing speed limit sign on Long Hill Road to the north side of the driveway, or further south.
7. An application must be made to the South Windsor WPCA for review and approval of the Sanitary Sewer laterals. These will be connected to the MDC sewer in Burnham Street in East Hartford. The sewers will require payment of MDC outlet and assessment charges and a connection permit must be obtained from the MDC.
8. Consult with the Town of East Hartford on the approvals and permits required for the driveway and utility cuts in Burnham Street."

There was no public participation on this application.

The chair asked for Commission comments.

The applicant was asked about public water in this area. De Mallie indicated that there is no public water in Burnham Street and that the sewers were serviced by MDC.

THE FOLLOWING ARE MOTIONS MADE DURING THE SPECIAL MEETING OF THE  
PLANNING & ZONING COMMISSION –MADDEN ROOM

**SPECIAL MEETING/MADDEN ROOM**

There was no public participation for item not on the agenda.

1. **Appl 02-10P, Metro Realty Group and South Windsor Housing Authority proposed amendment to Section 4.1.11.2c to increase the maximum number of units in a development to 102 and to increase the number allowed in town to 200 units.**



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The Commission discussed the merits of the application. They felt that some criteria should be added under which larger developments could be evaluated such as : traffic , neighborhood impacts and appropriateness of a larger development.

Motion to approve was made by Commissioner Kennedy to approve the amendment with the following conditions:

The maximum number of units in any development shall be 102 units. The Commission may grant a waiver to increase the number of units in a development up to 200 units after finding:

1. Traffic impact will not be detrimental to surrounding areas;
2. The site is appropriate for a larger development; and
3. The increase will not create adverse impacts on surrounding property values.

The cumulative total number of units in all developments cannot exceed 350 units.

and seconded by Commissioner Evans. The motion carried and the vote was as follows 6:1: Choate, Evans, Montana, Wentzell, Kennedy and McCann, aye; Larsen, nay

**ITEM: Meeting beyond 10:00 p.m.**

Motion to extend meeting beyond 10:00p.m. was made by Commissioner Larsen and seconded by Commissioner Kennedy. The motion carried and the vote was unanimous.

**ITEM: Pleasant Meadow Landscaping Change Order**

Biff Schechenger, landscape architect for Pleasant Meadows was present to discuss the changes to the landscape plan.

Motion to approve with modifications was made by Commissioner Kennedy and seconded by Commissioner Choate. The motion carried and the vote was unanimous.

**ITEM: Adjournment**

Motion to adjourn the meeting at 10:45 p.m. was made by Commissioner Montana and seconded by Commissioner Evans. The motion carried and the vote was as follows: unanimous.

Respectfully Submitted,

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Kelli Holmes  
Recording Secretary

