

DOCUMENTATION OF ELIGIBILITY FOR CERTIFICATE OF AFFORDABLE HOUSING COMPLETION

Project Name and Address

School House Drive

School House Drive

South Windsor, CT 06074

Projects Owner's Name and Address

Mannarino Builders, Inc.

400 Chapel Road, Unit 3-F

South Windsor, CT 06074

Person or Entity Responsible for Compliance

Town of South Windsor Human Services Department

150 Nevers Road

South Windsor, CT 06074

Description of Project: 3 Affordable Single Family Houses (3 -4 bedroom) - 80% Median Income

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

Included in this summary is:

Original approval letter

Affordability Plan

Copies of deeds

Designed Residence Zone Regulations



Town of South Windsor

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

CERTIFIED MAIL 7011 1570 0000 6337 2089

June 16, 2016

RSK-Kellco, Inc.
c/o Peter R. DeMallie
Design Professionals Inc.
21 Jeffrey Drive
South Windsor, CT 06074

Dear Mr. DeMallie:

Re: Appl. 16-25P, RSK-Kellco, Inc. Schoolhouse Drive Zone Change and General Plan

We are pleased to advise you that at its June 14, 2016 meeting, the Planning and Zoning Commission voted to approve with conditions your request for a zone change from Rural Residential to Designed Residence Zone and General Plan of Development for a 5.5 acre parcel to create a 14 unit development, on property located on the easterly side of Ellington Road, approximately 130 feet from the Long Hill Road / Ellington Road intersection, as shown on plans prepared by Design Professionals, Inc., project # 3574 dated May 9, 2016 as revised. This approval is subject to the following modifications:

1. This approval is for a Zone Change from Rural Residential to the Designed Residence Zone for 5.8 acres and a General Plan of Development showing 14 single family units. Twenty percent (20%) or three (3) of the units must be affordable. The affordable units must be dedicated by deed restriction in a manner as the Town may require. The developer shall work with the Town on the Affordability Plan and submit deed restriction documentation at the time of the special exception/site plan request.
2. The Planning and Zoning Commission finds that the zone change is in conformance with the Town Plan of Conservation and Development.
3. The affordable units shall be evenly dispersed throughout the development. Generally no affordable units shall be located adjacent to another affordable unit. Affordable units shall not be apparent by exterior appearance, and shall comprise a variety of unit types.
4. The Commission notes that this approval is for a General Plan of Development, which does not address all engineering and site design details. The applicant must submit an application for a special exception and site plan of development approval, at which time the Commission will review all specific details of the project, including but not limited to the following concerns raised during the Zone Change/General Plan application process:
 - Storm drainage design at the site plan stage must thoroughly and adequately address storm water quality and quantity, including both on-site and downstream impacts

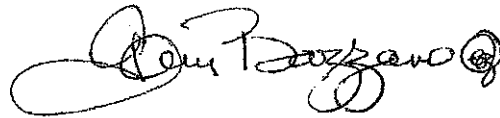
- All utilities (including pedestals) must be placed underground.
- Additional landscaping variety must be provided within the rear yard setbacks.
- The sidewalk along Ellington Road shall be five feet. An easement to the town is required in areas where the sidewalk is shown on private property.
- The sidewalk along Schoolhouse Road shall be constructed on both sides of the internal roadway.

5. Water Pollution Control Authority is required.

Within ninety days, by October 1, 2016, a zone change map (1" = 40') with an A-2 certification must be filed, showing all boundary lines and the acreage of the land where the zone change was granted. The map shall be drawn in accordance with the rules and regulations of the State Board of Registration for Professionals Engineers and Land Surveyors and shall be stamped and signed by a Registered Land Surveyor. The zone change map, sheet T1 and sheet C-GP must be submitted on black and white mylars, with this approval letter thereon, together with three blueprint copies of the Zone Change. After the mylars have been stamped and signed by the Commission, they will be returned to you for filing in the Town Clerk's office.

The effective date of the Zone Change is the date the mylar is filed in the Town Clerk's office.

Sincerely,



Gary Bazzano, Chairman
Planning & Zoning Commission

GB/llz

Cc: Town Engineer
Assessor
Fire Marshal
Superintendent of Schools



Town of South Windsor

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

CERTIFIED MAIL 7014 2120 0003 3214 3665

September 21, 2017

RSK-Kelco, Inc.
Bruce Kelley
1744 Ellington Road
South Windsor, CT 06074

Dear Mr. Kelley:

Re: Appl. 17-28P Schoolhouse Drive Special Exception Site Plan of Development, 755 Ellington Road and 760 Pleasant Valley Road

We are pleased to advise you that the Planning & Zoning Commission voted on September 12, 2017, to approve with modifications the above referenced application for a special exception to Appendix F and a Site Plan of Development.

This approval is for a 14 unit development to be known as 'Schoolhouse Drive' on property located at 755 Ellington Road and 760 Pleasant Valley Road, Design Residence Zone, as shown on plans prepared by Design Professionals, Inc., dated June 29, 2017, as revised. This approval is subject to the following modifications:

1. Prior to commencement of any site work, a meeting must be held with Town Staff.
2. No building permit will be issued until the final mylars have been filed in the Town Clerk's office.
3. This application is subject to the conditions of approval of the Inland Wetlands Agency/Conservation Commission, including bonds in the amount of \$20,000 for erosion and sedimentation control and \$10,000 for the establishment for storm structures.
4. A landscape bond in the amount of \$10,000 is required and must be submitted prior to the issuance of a certificate of occupancy if work is not completed.
5. All bonds must be in one of the forms described in the enclosed Bond Policy.
6. An as-built plan is required prior to issuance of a Certificate of Occupancy per Section 9.1.3 of the Zoning Regulations.
7. All plans used in the field by the developer must bear the stamp and authorized signature of the Town of South Windsor.
8. This approval does not constitute approval of the sanitary sewer, which can only be granted by the Water Pollution Control Authority.
9. The building street number must be included on the final plan.
10. Pavement markings must be maintained in good condition throughout the site drives and parking areas.

11. All free standing signs and/or building signs require the issuance of a sign permit before they are erected.
12. If a certificate from the Office of State Traffic Authority is required, no building permits will be issued until the certificate has been issued (per CGS §14-311).
13. Engineering comments dated 8/8/17 must be incorporated into the final plans.
14. In accordance with Appendix F, Section 3.3.4, a waiver has been granted to allow a variety of house sizes allowing the construction of houses as large 1,850 sf. The affordable housing units must be representative of all home styles.
15. No site work will can commence until the final Affordability Plan for the three affordable units has been submitted and approved by the Town Attorney.
16. Storm drains are to be shown on the final plans.

Black and white transparent mylars of Sheets: Key Map, Approval letters, G-1, and N-1 with the above modifications, together with three blueprint copies of the entire set of plans (including architectural elevations and landscaping plans) must be submitted to this Commission to be stamped and signed. The letters of approval of this Commission as well as the Inland Wetlands Agency/Conservation Commission and the Water Pollution Control Authority 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, a copy of the receipt must be submitted to the Planning Department.

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

Sincerely,

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

Bart Pacekonis, Acting Chairman
Planning and Zoning Commission

BP/llz

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

I, Bart Pacekonis, Acting Chairman of the South Windsor Planning & Zoning Commission, hereby certify that on September 12, 2017 the Planning and Zoning Commission granted to RSK - Kellco, Inc.; a Special Exception to Appendix F of the Zoning Regulations for a 14 unit development to be known as 'Schoolhouse Drive', on property located at 755 Ellington Road, DRZ zone, as shown on plans prepared by Design Professionals, Inc., Project No. 3574, dated June 29, 2017 as revised.

1. Prior to commencement of any site work, a meeting must be held with Town Staff.
2. No building permit will be issued until the final mylars have been filed in the Town Clerk's office.
3. This application is subject to the conditions of approval of the Inland Wetlands Agency/Conservation Commission, including bonds in the amount of \$20,000 for erosion and sedimentation control and \$10,000 for the establishment for storm structures.
4. A landscape bond in the amount of \$10,000 is required and must be submitted prior to the issuance of a certificate of occupancy if work is not completed.
5. All bonds must be in one of the forms described in the enclosed Bond Policy.
6. An as-built plan is required prior to issuance of a Certificate of Occupancy per Section 9.1.3 of the Zoning Regulations.
7. All plans used in the field by the developer must bear the stamp and authorized signature of the Town of South Windsor.
8. This approval does not constitute approval of the sanitary sewer, which can only be granted by the Water Pollution Control Authority.
9. The building street number must be included on the final plan.
10. Pavement markings must be maintained in good condition throughout the site drives and parking areas.
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14. In accordance with Appendix F, Section 3.3.4, a waiver has been granted to allow a variety of house sizes allowing the construction of houses as large 1,850 sf. The affordable housing units must be representative of all home styles.
15. No site work will can commence until the final Affordability Plan for the three affordable units has been submitted and approved by the Town Attorney.
16. Storm drains are to be shown on the final plans.

GIS PIN 30300755

NORTH: by land now or formerly of Fifth School District;

EAST and SOUTH: by land formerly of George Thresher, now or formerly of Manchester Trust Company; and

WEST: by highway, Ellington Road, so-called.

Containing one acre, more or less.

Property Address: 755 Ellington Road, South Windsor, CT 06074

GIS PIN 72900760

NORTHEASTERLY: by land now or formerly of Judson Nevers, Five Hundred (500) feet;

SOUTHEASTERLY: by land now or formerly of the Hartford Connecticut Trust Company, Six Hundred (600) feet;

SOUTHWESTERLY: by the highway (Pleasant Valley Road, so-called) about One Hundred Forty-five (145) feet and by land now or formerly of Andrew J. Johnson, Jr., et ux, Four Hundred Nine (409) feet; and

NORTHWESTERLY: by land now or formerly of Andrew J. Johnson, Jr., et ux, Two Hundred Fifty (250) feet; by land now or formerly of Judson Nevers and by land of the Town of South Windsor, in part by each, Three Hundred Eighty-five (385) feet.

Beginning at an iron pipe on the westerly right-of-way line of Ellington Road at the southwesterly corner of the property of now or formerly South Windsor Historical Society, and also being the northwest corner of the property hereon described.

Thence proceeding S65°19'10"E through a brownstone monument a distance of 148.51 feet to a concrete monument;

Thence along the easterly property line of land now or formerly South Windsor Historical Society N28°30'26"E a distance of 83.59 feet to a point;

Thence along the southerly property line of land now or formerly Primestar Fund I TRS Inc., Steven and Irene Lozyniak, Helen K Uziemblo, Peter and Carolyn G Blume, and Subrata K. Mondal in part by each S65°08'20"E a distance of 499.00 feet to a brownstone monument;

Thence along the westerly property line of land now or formerly Shane K. and Erica M. Langille S21°07'07"W a distance of 255.50 feet to a point;

Thence along the northerly property line of land now or formerly James J. Sr. and Sandra L. Varney N68°52'53"W a distance of 50.00 feet to a point;

Thence along the northerly property line of land now or formerly James J. Sr. and Sandra L. Varney S57°14'48"E a distance of 166.71 feet to a concrete monument;

Thence along the northerly property line of land now or formerly Anthony J. and Cheri L. Hunt, and Donna L and Robert W Schneider in part by each N63°02'14"W a distance of 408.57 feet to a concrete monument;

Thence along the northerly property line of land now or formerly Donna L and Robert W Schneider N66°15'28"W a distance of 44.00 feet to a concrete monument;

Thence along the northerly property line of land now or formerly Nance S Lariviere N63°19'31"W a distance of 95.35 feet to a concrete monument;

Thence along the easterly right-of-way line of Long Hill Road N16°07'15"E a distance of 103.51 feet to a point on the southeasterly right-of-way line of Ellington Road;

Thence along the southeasterly right-of-way line of Ellington Road N53°20'53"E a distance of 44.86 feet to a point;

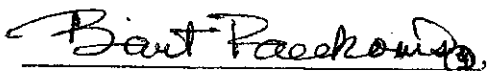
Thence along the southeasterly right-of-way line of Ellington Road N29°06'25"E a distance of 156.66 feet to the point and place of beginning.

Said Property Contains 238,430 square feet or 5.474 acres and is shown on plan entitled: "Lot Line Modification Schoolhouse Drive 755 Ellington Road, 760 Pleasant Valley Road, map 24 lot 164 & 184 South Windsor, CT prepared for: RSK KELLCO INC, sheet LM-1 scale 1"=40' Date: 6/27/17 Prepared by Design Professionals, Inc."

OWNER OF RECORD: RSK - Kellco Inc.

Dated at South Windsor, Connecticut this 21st day of September, 2017.

In accordance with CGS Section 8-3d



Acting Chairman Bart Pacekonis
Planning & Zoning Commission

Received for record this _____ day of _____, 20____, at

South Windsor, Connecticut

ATTEST:

HOUSING AFFORDABILITY PLAN

INTRODUCTION

Mannarino Builders, Inc., a Connecticut corporation with offices in South Windsor, Connecticut (the "Developer") submits this "Affordability Plan" to the Town of South Windsor Planning Department in conjunction with its development of 14 units of single family residential housing to be constructed within the common interest community format as a planned community to be known as "Schoolhouse Drive a Planned Community" (the "Planned Community"). The Planned Community is currently in the course of site construction and the Developer intends to commence the marketing and construction of the residential family units in the near future. The Planned Community is located on the easterly side of Clark Street, in the Town of South Windsor, on 5.474 acres of land (the "Property").

Under this Affordability Plan, 3 of the 14 single family residential housing units within the Planned Community will be designated as "Housing Opportunity Units," meaning that all such units will be affordable to individuals or families earning eighty percent (80%) or less of the median income for the Town of South Windsor or eighty percent (80%) of the median income for the Greater Hartford Area, whichever is less (referred sometimes hereinafter as "Affordable Housing Opportunity Applicant" or "Affordable Housing Opportunity Applicants"). The Housing Opportunity Units will be maintained as such for no less than 40 years (the "Affordability Period"). Because the information regarding median incomes for the foregoing respective determination areas are updated periodically, the actual maximum purchase price will be calculated at the time of purchase.

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

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

As stated previously herein the Developer will be designating 3 of the 14 residential housing units within the Planned Community as Housing Opportunity Units in accordance with the Affordability Plan. A qualified Affordable Housing Opportunity Applicant will have the option of selecting the residential structure style from the Developer's offering of housing structure styles. The 3 Housing Opportunity Units will be located throughout the Planned Community so as to be indistinguishable when viewed from the exterior from the other housing units in the Planned Community. Each Housing Opportunity Unit shall only be used by the Affordable Housing Opportunity Applicants as their primary residence and only as a single-family residence. At the time of the sale of the Housing Opportunity Unit from the Developer to the Affordable Housing Opportunity Applicant, the deed of conveyance of title will be subject to the affordability provisions of the Affordability Plan for the entire duration of the Affordability Period, all of which shall be contained in a restrictive covenant within the body of the deed of conveyance of title. During the Affordability Period a Housing Affordability Unit may only be sold at a price that, and to a new owner who, qualify for such housing under the provisions of the

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

II. Forty (40) Year Period.

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

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

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

IV. Entity Responsible for Administration and Compliance.

This Affordability Plan will be administered by Developer or its successors and assigns ("Administrator"). The Administrator shall submit a written status report to the Town Zoning Commission on compliance with this Affordability Plan annually, every 12 months following the commencement of marketing and construction of the housing units within the Planned Community until the time that the Developer has completed the selling and constructing all housing units and has completed all other aspects of the Planned Community. After the Developer has completed the selling and constructing all housing units and has completed all other aspects of the Planned Community, the role of Administrator will be transferred to the Town of South Windsor Department of Human Services or its successor.

V. Affirmative Fair Housing Marketing Plan.

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

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

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

VI. Purchase Eligibility.

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

VII. Application Process.

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

A. *Application Form.*

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

B. *Applicant Interview.*

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

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

verifying income. Inform the Applicant of what verification and documentation must be provided before the application is deemed complete.

5. Inform the Applicant that a decision as to eligibility cannot be made until all items on the application have been verified.
6. Review with the Applicant the process and restrictions regarding resale.

C. *Verification of Applicant's Income.*

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

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

VIII. Maximum Purchase Price Amounts

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

IX. Required Fees And Access To Amenities.

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

X. Principal Residence.

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

XI. Requirement to Maintain Condition.

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

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

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

XIII. Enforcement.

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

XIV. Binding Effect


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

Dated at South Windsor, Connecticut

November 16, 2018

DEVELOPER:
MANNARINO BUILDERS, INC.

By


Robert Mannarino, its President

SCHEDULE A

APPLICATION OF AFFORDABLE HOUSING OPPORTUNITY APPLICANT OF A HOUSING OPPORTUNITY UNIT AT SCHOOLHOUSE DRIVE, A PLANNED COMMUNITY

NAME: _____

ADDRESS: _____

PHONE 1: _____
PHONE 2: _____

You are making this is an application (in conjunction with your desire to purchase Unit # _____ (of Schoolhouse Drive a Planned Community in the Town of South Windsor, referenced hereinafter as the "Planned Community") to Mannarino Builders, Inc. as Developer and Administrator of the "Affordability Plan" for the Planned Community. You are making this application as an "Affordable Housing Opportunity Applicant" to determine if you are qualified under the Affordability Plan to purchase one of the 3 "Housing Opportunity Units" of the 14 units of the Planned Community. In conjunction with making this application you will have to become familiar with and provide the information required by the following referenced exhibits:

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

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

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

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

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

Dated this _____ day of _____ 2018/2019

Affordable Housing Opportunity Applicant #1

Date: _____

Affordable Housing Opportunity Applicant # 2

Date: _____

EXHIBIT 1

CALCULATION PROVISIONS FOR DETERMINING PURCHASE PRICE OF A HOUSING OPPORTUNITY UNIT

Calculation Steps for sales price determination of Housing Opportunity Units)

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 2

DEFINITIONS AND ELEMENTS OF ANNUAL FAMILY INCOME

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

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

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

- (a) Income from employment of persons under the age of 22;
- (b) Payments received for the care of foster children;
- (c) Lump-sum additions to family assets, such as inheritances, insurance payments, capital gains and settlement for personal or property losses;
- (d) Amounts received that are specifically for, or in reimbursement of, the cost of medical expense for any family member;
- (e) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran in connection with education costs;
- (f) Amounts received under training programs funded by HUD;
- (g) Food stamps; and
- (h) Temporary, nonrecurring or sporadic income (including gifts that are not regular or periodic).

3. Net family assets for purposes of imputing annual income include the following:

- (a) Cash held in savings and checking accounts, safety deposit boxes, etc.;
- (b) The current market value of a trust for which any household member has an interest;
- (c) The current market value, less any outstanding loan balances, of any rental property or other capital investment;
- (d) The current market value of all stocks, bonds, treasury bills, certificates of deposit, and money market funds;
- (e) The current value of any individual retirement or Keogh account;
- (f) The cash value of a retirement or pension fund, which the family member can withdraw without terminating employment or retiring;
- (g) Any lump-sum receipts not otherwise included in income (i.e., inheritances, capital gains, one-time lottery winnings, and settlement on insurance claims);
- (h) The current market value of any personal property held for investment (i.e., gems, jewelry, coin collections), and
- (i) Assets disposed of within two (2) years before the Application Date, but only to

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

4. Net family assets do not include the following:

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

EXHIBIT 3

APPLICANT'S DOCUMENTATION OF INCOME

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

1. **Employment Income.**

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

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

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

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

3. **Unemployment Compensation.**

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

4. Government Assistance.

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

5. Alimony or Child Support Payments.

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

6. Earned Income Tax Credit.

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

7. Net Income from a Business.

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

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

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

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

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

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

8. Recurring Gifts.

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

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

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

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

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

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

10. Family Assets Currently Held.

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

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

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

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

receive if Applicant liquidated securities or real estate.

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

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

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

12. Savings Account Interest Income and Dividends.

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

13. Rental Income from Property Owned by Applicant.

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

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

14. Full-Time Student Status.

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

EXHIBIT 4

RESIDENTIAL HOUSING OPPORTUNITY OWNERSHIP RESTRICTIONS

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

Acknowledgment of Income Restrictions

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

16 Schoolhouse

Return to:

Kannan Muthuvel, Nirmala Subbiah & Parthiban Ramanujam
16 Schoolhouse Drive
South Windsor, CT 06074

191704

STATUTORY WARRANTY DEED

KNOW YE, THAT MANNARINO BUILDERS, INC., a Connecticut corporation with offices in the Town of South Windsor, County of Hartford and State of Connecticut, acting herein by Robert Mannarino, its duly authorized President (hereinafter referred to as the Grantor) for the consideration of THREE HUNDRED SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (\$365,000.00) and other valuable consideration received to its full satisfaction, does hereby give, grant bargain sell and convey to KANNAN MUTHUVEL, NIRMALA SUBBIAH and PARTHIBAN RAMANUJAM, all of the Town of Bloomfield, County of Hartford and State of Connecticut (hereinafter referred to as Grantee) does give, grant, bargain, sell and confirm unto the said Grantee, as joint tenants with rights of survivorship and WARRANTY COVENANTS, that certain real property situated in the Town of South Windsor, County of Hartford and State of Connecticut, being described as Unit No. 13 and more particularly described in a "Declaration of Schoolhouse Drive a Planned Community" by Mannarino Builders, Inc. dated November 16, 2018 and recorded in Volume 2676 at Page 104 of the South Windsor Land Record and the Schedules attached to said Declaration, as the same may be amended to the date of these presents.

Unit 13 of said Planned Community is shown on a certain map or plan entitled, "SCHEDULE A-3 OF THE DECLARATION OF SCHOOLHOUSE DRIVE A RESIDENTIAL PLANNED COMMUNITY, PREPARED FOR MANNARINO BUILDERS, INC. PLOT PLAN 755 ELLINGTON ROAD SOUTH WINDSOR, CONNECTICUT DESIGN PROFESSIONALS CIVIL & TRAFFIC ENGINEERS / PLANNERS / SURVEYORS GIS ANALYSTS / LANDSCAPE ARCHITECTS 21 JEFFREY DRIVE P.O. BOX 1167 SOUTH WINDSOR, CT 06074 860-291-8755 - T 860-291-8757 - F PROJECT NO. 3574 DATE: 6/27/17 DESIGN BY: --- DRAWN BY: RMM CHECKED BY: LRG SHEET LM", which map or plan is incorporated in the Declaration of Schoolhouse Drive a Planned Community as Schedule A-3, the mylar for which is on file in the Town of South Windsor Land Records and reference to which may be had for a more particular description.

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

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

THE ABOVE PREMISES ARE ALSO CONVEYED SUBJECT TO:

(1) Any and all provisions of any municipal ordinance or regulation, any federal, state or local law, including, but not limited to, the provisions of any zoning, building, planning, or inland wetland rules and regulations governing the subject property.

(2) Real estate taxes as they become assessed and due to the Town of South Windsor, including any additional interim taxation on each unit as a certificate of occupancy is issued for same during the

Conveyance Tax Received

State \$ 2737.50 Local \$ 912.50

Kari Trahan

Page 1 of 3



Doc ID: 002658440003 Type: LAN
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191704

assessment year within which the certificate of occupancy is issued, which become due and payable after the date of the delivery of the Unit deed.

(3) Special Exception against RSK-KELLCO, Inc. by the South Windsor Planning & Zoning Committee dated September 21, 2017 and recorded May 17, 2018 in Volume 2647 at Page 306 of the South Windsor Land Records.

(4) A caveat in favor of The Metropolitan District, dated June 23, 1981, and recorded in Volume 301, at Page 301, of the Town of South Windsor Land Records.

(5) A certain Mutual Boundary Line Agreement being dated May 4, 2018 and recorded in Volume 2647, at Page 309 of the Town of South Windsor Land Records.

(6) A Water Main Easement in favor of The Metropolitan District, dated June 22, 2018, and recorded in Volume 2663, at Page 314, of the Town of South Windsor Land Records.

(7) An electrical distribution easement in favor of Connecticut Light & Power Company d.b.a. Eversource Energy, being dated November 9, 2016 and recorded on November 18, 2018, in Volume 2667 at Page 243 of the South Windsor Land Records.

(8) A reservation of right by the Declarant to grant a sidewalk easement to the Town of South Windsor, which easement will be recorded in the South Windsor Land Records, said easement to be located as necessary next adjacent to and along the public road or roads abutting the Planned Community, for purposes of providing public sidewalks to the residence of the Planned Community.

(9). A reservation of right by the Declarant to grant a telephone service easement to Frontier Communications, which easement, if granted, will be recorded in the South Windsor Land Records, said easement to be located as necessary next adjacent to, in and all along the outside boundary of the proposed street delineated as Schoolhouse Drive, for purposes of providing telephone service to each of the units of the Planned Community

(10). A reservation of right by the Declarant to grant a telecommunications services easement to Cox Telecommunication Services, which easement, if granted, will be recorded in the South Windsor Land Records, said easement next adjacent to, in and all along the outside boundary of the proposed street delineated as Schoolhouse Drive, for purposes of providing telecommunication services to each of the units of the Planned Community

(11). A reservation of right by the Declarant to grant such sanitary sewer easement rights to the Town of South Windsor Water Pollution Control Authority as it may require for the development of the Planned Community, which easement rights, if any, will be recorded in the South Windsor Land Records, said easement as necessary next adjacent to, in and all along the outside boundary of the proposed street delineated as Schoolhouse Drive, for purposes of providing public sanitary sewer services to each of the units of the Planned Community.

(12) A reservation of right by the Declarant to grant and/or declare such drainage rights in favor of the Association and/or the Town of South Windsor as may be necessary or required for the development of the Planned Community, which easement rights, if any, will be recorded in the South Windsor Land Records, said drainage easement or easements to be located as required over the land of the Planned Community, for purposes of providing proper drainage to the Planned Community.

(13) A reservation of rights by the Declarant (as may be necessary in the form of a declaration instrument in addition to the filing of the Schedule A-3 survey) to impose the 40 foot wide building setback running along the entire perimeter of the Planned, as may be required by the Town of South Windsor zoning approvals for the development.

(13) A reservation of rights by the Declarant to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land shown on the Planned Community for purposes of furnishing utility and other services to the buildings and Improvements to be constructed on the Planned Community.

(14) A reservation of rights by the Declarant for the Declaration of Schoolhouse Drive a Planned Community as dated and recorded, a with the Survey file, all in the South Windsor Land Records, as said Declaration and Survey may be amended from time to time.

(15). The Declarant's reservation of right to require the housing affordability restrictions contained under the Declarant's Housing Affordability Plan dated 11/16/18, to be applicable to 3 of the total 14 units of the Planned Community when it is fully developed, which affordability restriction is applicable to this Unit 13, per paragraph 16 below.

(16.) This unit is conveyed specifically subject to the housing affordability restrictions contained under the Declarant's Housing Affordability Plan dated 11/16/18, together with all schedules and exhibits thereto. Said housing affordability restriction, as set forth in said Housing Affordability Plan, as the same may be amended from time to time, shall run with the title of this Unit for a period of 40 years from the date of the closing of title on this unit.

Signed this 6th day of March, 2019.

Signed, Sealed and Delivered
in the Presence of:




Ralph J. Alexander



Susan A. Carreiro

MANNARINO BUILDERS, INC.

By 
Robert Mannarino, Its President


STATE OF CONNECTICUT)

) ss. South Windsor

March 6, 2019

COUNTY OF HARTFORD)

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


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

Grantees' Address:
57 Schoolhouse Drive
South Windsor, CT 06074

Return to:
 Mahesh Sanakkayala & Ratna M. Thota
 155 Windermere Avenue, Unit 1505
 Ellington, CT 06029

192814

STATUTORY WARRANTY DEED

KNOW YE, THAT MANNARINO BUILDERS, INC., a Connecticut corporation with offices in the Town of South Windsor, County of Hartford and State of Connecticut, acting herein by Robert Mannarino, its duly authorized President (hereinafter referred to as the Grantor) for the consideration of THREE HUNDRED SIXTY-FOUR THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$364,750.00) and other valuable consideration received to its full satisfaction, does hereby give, grant bargain sell and convey to MAHESH SANAKKAYALA and RATNA M. THOTA, both of the Town of Ellington, County of Tolland and State of Connecticut (hereinafter referred to as Grantee) does give, grant, bargain, sell and confirm unto the said Grantee, as joint tenants with rights of survivorship and WARRANTY COVENANTS, that certain real property situated in the Town of South Windsor, County of Hartford and State of Connecticut, being described as Unit No. 1 and more particularly described in a "Declaration of Schoolhouse Drive a Planned Community" by Mannarino Builders, Inc. dated November 16, 2018 and recorded in Volume 2676 at Page 104 of the South Windsor Land Record and the Schedules attached to said Declaration, as the same may be amended to the date of these presents.

Unit 1 of said Planned Community is shown on a certain map or plan entitled, "SCHEDULE A-3 TO THE FIRST AMENDMENT OF THE DECLARATION OF SCHOOLHOUSE DRIVE A RESIDENTIAL PLANNED COMMUNITY DEVELOPMENT PREPARED FOR MANNARINO BUILDERS, INC. 400 CHAPEL ROAD UNIT 3-F SOUTH WINDSOR, CT 860-289-7055 SCHOOLHOUSE DRIVE 755 ELLINGTON ROAD SOUTH WINDSOR, CONNECTICUT DESIGN PROFESSIONALS CIVIL & TRAFFIC ENGINEERS / PLANNERS / SURVEYORS GIS ANALYSTS / LANDSCAPE ARCHITECTS 21 JEFFREY DRIVE P.O. BOX 1167 SOUTH WINDSOR, CT 06074 860-291-8755 - T 860-291-8757 - F WWW.DESIGNPROFESSIONALSINC.COM PROJECT NO. 3574.M DATE: 4-5-2019 DESIGN BY: --- DRAWN BY: RMB CHECKED BY: LRG SHEET V-1", which map or plan is incorporated in the Declaration of Schoolhouse Drive a Planned Community as Schedule A-3, the mylar for which is on file in the Town of South Windsor Land Records and reference to which may be had for a more particular description.

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

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

THE ABOVE PREMISES ARE ALSO CONVEYED SUBJECT TO:

(1) Any and all provisions of any municipal ordinance or regulation, any federal, state or local law, including, but not limited to, the provisions of any zoning, building, planning, or inland wetland rules and regulations governing the subject property.

(2) Real estate taxes as they become assessed and due to the Town of South Windsor, including

Conveyance Tax Received

State \$ 2735.63 Local \$ 911.88

Heidi Trahan

Town Clerk of South Windsor



any additional interim taxation on each unit as a certificate of occupancy is issued for same during the assessment year within which the certificate of occupancy is issued, which become due and payable after the date of the delivery of the Unit deed.

(3) Special Exception against RSK-KELCO, Inc. by the South Windsor Planning & Zoning Committee dated September 21, 2017 and recorded May 17, 2018 in Volume 2647 at Page 306 of the South Windsor Land Records.

(4) A caveat in favor of The Metropolitan District, dated June 23, 1981, and recorded in Volume 301, at Page 301, of the Town of South Windsor Land Records.

(5) A certain Mutual Boundary Line Agreement being dated May 4, 2018 and recorded in Volume 2647, at Page 309 of the Town of South Windsor Land Records.

(6) A Water Main Easement in favor of The Metropolitan District, dated June 22, 2018, and recorded in Volume 2663, at Page 314, of the Town of South Windsor Land Records.

(7) An electrical distribution easement in favor of Connecticut Light & Power Company d.b.a. Eversource Energy, being dated November 9, 2016 and recorded on November 18, 2018, in Volume 2667 at Page 243 of the South Windsor Land Records.

(8) A reservation of right by the Declarant to grant a sidewalk easement to the Town of South Windsor, which easement will be recorded in the South Windsor Land Records, said easement to be located as necessary next adjacent to and along the public road or roads abutting the Planned Community, for purposes of providing public sidewalks to the residence of the Planned Community.

(9). A reservation of right by the Declarant to grant a telephone service easement to Frontier Communications, which easement, if granted, will be recorded in the South Windsor Land Records, said easement to be located as necessary next adjacent to, in and all along the outside boundary of the proposed street delineated as Schoolhouse Drive, for purposes of providing telephone service to each of the units of the Planned Community

(10). A reservation of right by the Declarant to grant a telecommunications services easement to Cox Telecommunication Services, which easement, if granted, will be recorded in the South Windsor Land Records, said easement next adjacent to, in and all along the outside boundary of the proposed street delineated as Schoolhouse Drive, for purposes of providing telecommunication services to each of the units of the Planned Community

(11). A reservation of right by the Declarant to grant such sanitary sewer easement rights to the Town of South Windsor Water Pollution Control Authority as it may require for the development of the Planned Community, which easement rights, if any, will be recorded in the South Windsor Land Records, said easement as necessary next adjacent to, in and all along the outside boundary of the proposed street delineated as Schoolhouse Drive, for purposes of providing public sanitary sewer services to each of the units of the Planned Community.

(12) A reservation of right by the Declarant to grant and/or declare such drainage rights in favor of the Association and/or the Town of South Windsor as may be necessary or required for the development of the Planned Community, which easement rights, if any, will be recorded in the South Windsor Land Records, said drainage easement or easements to be located as required over the land of the Planned Community, for purposes of providing proper drainage to the Planned Community.

(13) A reservation of rights by the Declarant (as may be necessary in the form of a declaration instrument in addition to the filing of the Schedule A-3 survey) to impose the 40 foot wide building setback running along the entire perimeter of the Planned, as may be required by the Town of South Windsor zoning approvals for the development.

(14) A reservation of rights by the Declarant to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land shown on the Planned Community for purposes of furnishing utility and other services to the buildings and Improvements to be constructed on the Planned Community.


(15) A reservation of rights by the Declarant for the Declaration of Schoolhouse Drive a Planned Community as dated and recorded, a with the Survey file, all in the South Windsor Land Records, as said Declaration and Survey may be amended from time to time.

(16) The Declarant's reservation of right to require the housing affordability restrictions contained under the Declarant's Housing Affordability Plan dated November 16, 2018, to be applicable to 3 of the total 14 units of the Planned Community when it is fully developed, which affordability restriction is applicable to this Unit 1, per paragraph 17 below.

(17) This unit is conveyed specifically subject to the housing affordability restrictions contained under the Declarant's Housing Affordability Plan dated November 16, 2018, together with all schedules and exhibits thereto, a copy of which is available at the Town of South Windsor Human Services Department. Said housing affordability restriction, as set forth in said Housing Affordability Plan, as the same may be amended from time to time, shall run with the title of this Unit for a period of 40 years from the date of the closing of title on this unit.

Signed this 28th day of May, 2019.

Signed, Sealed and Delivered
in the Presence of:




Ralph J. Alexander



Susan A. Carreiro

MANNARINO BUILDERS, INC.

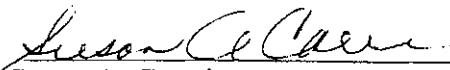
By 

Robert Mannarino, Its President

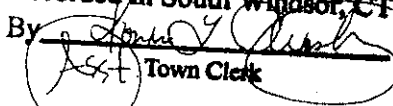
STATE OF CONNECTICUT)
) ss. South Windsor
COUNTY OF HARTFORD)

May 28, 2019

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



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

Received for Record 5/30/2019
At 2:05 pm
Recorded in South Windsor, CT
By 

Town Clerk

195596

Return to:
Brett Bryan & Renee M. Bryan
53 Schoolhouse Drive
South Windsor, CT 06074

STATUTORY WARRANTY DEED

KNOW YE, THAT MANNARINO BUILDERS, INC., a Connecticut corporation with offices in the Town of South Windsor, County of Hartford and State of Connecticut, acting herein by Robert Mannarino, its duly authorized President (hereinafter referred to as the Grantor) for the consideration of THREE HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED TWENTY-SEVEN AND 00/100 DOLLARS (\$355,627.00) and other valuable consideration received to its full satisfaction, does hereby give, grant bargain sell and convey to BRETT BRYAN and RENEE M. BRYAN, both of the Town of South Windsor, County of Hartford and State of Connecticut (hereinafter referred to as Grantee) does give, grant, bargain, sell and confirm unto the said Grantee, as joint tenants with rights of survivorship and WARRANTY COVENANTS, that certain real property situated in the Town of South Windsor, County of Hartford and State of Connecticut, being described as Unit No. 4 and more particularly described in a "Declaration of Schoolhouse Drive a Planned Community" by Mannarino Builders, Inc. dated November 16, 2018 and recorded in Volume 2676 at Page 104 of the South Windsor Land Record and the Schedules attached to said Declaration, as the same may be amended to the date of these presents.

Unit 4 of said Planned Community is shown on a certain map or plan entitled, "SCHEDULE A-3 TO THE SECOND AMENDMENT OF THE DECLARATION OF SCHOOLHOUSE DRIVE A RESIDENTIAL PLANNED COMMUNITY DEVELOPMENT PREPARED FOR MANNARINO BUILDERS, INC. 400 CHAPEL ROAD UNIT 3-F SOUTH WINDSOR, CT 860-289-7055 SCHOOLHOUSE DRIVE 755 ELLINGTON ROAD SOUTH WINDSOR, CONNECTICUT DESIGN PROFESSIONALS CIVIL & TRAFFIC ENGINEERS / PLANNERS / SURVEYORS GIS ANALYSTS / LANDSCAPE ARCHITECTS 21 JEFFREY DRIVE P.O. BOX 1167 SOUTH WINDSOR, CT 06074 860-291-8755 - T 860-291-8757 - F WWW.DESIGNPROFESSIONALSINC.COM PROJECT NO. 3574.M DATE: 8-23-2019 DESIGN BY: --- DRAWN BY: RMB CHECKED BY: LRG SHEET V-1", which map or plan is incorporated in the Declaration of Schoolhouse Drive a Planned Community as Schedule A-3, the mylar for which is on file in the Town of South Windsor Land Records and reference to which may be had for a more particular description.

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

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

THE ABOVE PREMISES ARE ALSO CONVEYED SUBJECT TO:

(1) Any and all provisions of any municipal ordinance or regulation, any federal, state or local law, including, but not limited to, the provisions of any zoning, building, planning, or inland wetland rules and regulations governing the subject property.

(2) Real estate taxes as they become assessed and due to the Town of South Windsor, including any additional interim taxation on each unit as a certificate of occupancy is issued for same during the

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File# 195596

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Conveyance Tax Received

State \$2667.00 Local \$ 889.00

Heidi Trahan

Town Clerk of South Windsor

assessment year within which the certificate of occupancy is issued, which become due and payable after the date of the delivery of the Unit deed.

(3) Special Exception against RSK-KELLCO, Inc. by the South Windsor Planning & Zoning Committee dated September 21, 2017 and recorded May 17, 2018 in Volume 2647 at Page 306 of the South Windsor Land Records.

(4) A caveat in favor of The Metropolitan District, dated June 23, 1981, and recorded in Volume 301, at Page 301, of the Town of South Windsor Land Records.

(5) A certain Mutual Boundary Line Agreement being dated May 4, 2018 and recorded in Volume 2647, at Page 309 of the Town of South Windsor Land Records.

(6) A Water Main Easement in favor of The Metropolitan District, dated June 22, 2018, and recorded in Volume 2663, at Page 314, of the Town of South Windsor Land Records.

(7) An electrical distribution easement in favor of Connecticut Light & Power Company d.b.a. Eversource Energy, being dated November 9, 2016 and recorded on November 18, 2018, in Volume 2667 at Page 243 of the South Windsor Land Records.

(8) A reservation of right by the Declarant to grant a sidewalk easement to the Town of South Windsor, which easement will be recorded in the South Windsor Land Records, said easement to be located as necessary next adjacent to and along the public road or roads abutting the Planned Community, for purposes of providing public sidewalks to the residence of the Planned Community.

(9). A reservation of right by the Declarant to grant a telephone service easement to Frontier Communications, which easement, if granted, will be recorded in the South Windsor Land Records, said easement to be located as necessary next adjacent to, in and all along the outside boundary of the proposed street delineated as Schoolhouse Drive, for purposes of providing telephone service to each of the units of the Planned Community

(10). A reservation of right by the Declarant to grant a telecommunications services easement to Cox Telecommunication Services, which easement, if granted, will be recorded in the South Windsor Land Records, said easement next adjacent to, in and all along the outside boundary of the proposed street delineated as Schoolhouse Drive, for purposes of providing telecommunication services to each of the units of the Planned Community

(11). A reservation of right by the Declarant to grant such sanitary sewer easement rights to the Town of South Windsor Water Pollution Control Authority as it may require for the development of the Planned Community, which easement rights, if any, will be recorded in the South Windsor Land Records, said easement as necessary next adjacent to, in and all along the outside boundary of the proposed street delineated as Schoolhouse Drive, for purposes of providing public sanitary sewer services to each of the units of the Planned Community.

(12) A reservation of right by the Declarant to grant and/or declare such drainage rights in favor of the Association and/or the Town of South Windsor as may be necessary or required for the development of the Planned Community, which easement rights, if any, will be recorded in the South Windsor Land Records, said drainage easement or easements to be located as required over the land of the Planned Community, for purposes of providing proper drainage to the Planned Community.

(13) A reservation of rights by the Declarant (as may be necessary in the form of a declaration instrument in addition to the filing of the Schedule A-3 survey) to impose the 40 foot wide building setback running along the entire perimeter of the Planned, as may be required by the Town of South Windsor zoning approvals for the development.

(14) A reservation of rights by the Declarant to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land shown on the Planned Community for purposes of furnishing utility and other services to the buildings and Improvements to be constructed on the Planned Community.

(15) A reservation of rights by the Declarant for the Declaration of Schoolhouse Drive a Planned Community as dated and recorded, a with the Survey file, all in the South Windsor Land Records, as said Declaration and Survey may be amended from time to time.

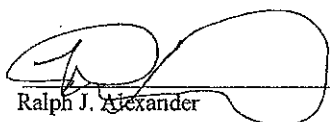
(16) The Declarant's reservation of right to require the housing affordability restrictions contained under the Declarant's Housing Affordability Plan dated November 16, 2018, to be applicable to 3 of the total 14 units of the Planned Community when it is fully developed, which affordability restriction is applicable to this Unit 4 per paragraph 17 below.

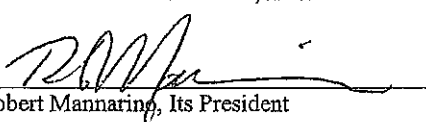
(17) This unit is conveyed specifically subject to the housing affordability restrictions contained under the Declarant's Housing Affordability Plan dated November 16, 2018, together with all schedules and exhibits thereto, a copy of which is available at the Town of South Windsor Human Services Department. Said housing affordability restriction, as set forth in said Housing Affordability Plan, as the same may be amended from time to time, shall run with the title of this Unit for a period of 40 years from the date of the closing of title on this unit.

Signed this 2nd day of December, 2019.

Signed, Sealed and Delivered
in the Presence of:

MANNARINO BUILDERS, INC.


Ralph J. Alexander

By 
Robert Mannarino, Its President


Susan A. Carreiro

STATE OF CONNECTICUT)
) ss. South Windsor
COUNTY OF HARTFORD)

December 2, 2019

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

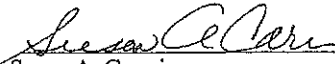
Received for Record 12/5/19

At 11:00AM

Recorded in South Windsor, CT

By Cynthia Canale

Asst. Town Clerk


Susan A. Carreiro

Notary Public

My Commission Expires: 6/30/2020

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Section 11.6 APPENDIX F

Designed Residence Zone (DRZ)

3.3.1 Purpose

The purposes of the Designed Residence Zone are:

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

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

3.3.2 Establishment of Zone

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

3.3.3 Form of Ownership/Occupancy

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

3.3.4 Dwelling Size and Type

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

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3.3.5 Area and Density Requirements

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

3.3.6 Density Bonus

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

Table 3.3.6A Density Bonuses

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

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

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3.3.7 Minimum Setbacks

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

Table 3.3.7A Minimum Setbacks

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

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

3.3.8 Storage

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

3.3.9 Parking and Access Ways

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

Table 3.3.9A Setback of Parking

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

C. Prohibited Parking

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

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

Table 3.3.9B Standards for Streets and Access Ways

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

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

G. Ingress and Egress

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

3.3.10 Bus Shelters

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

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3.3.11 Recreation/Open Space

A. Purpose

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

B. General Requirements

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

C. Provision for Setting Aside Land

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

D. Phasing

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

E. Ownership

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

F. Conservation Areas

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

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

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

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