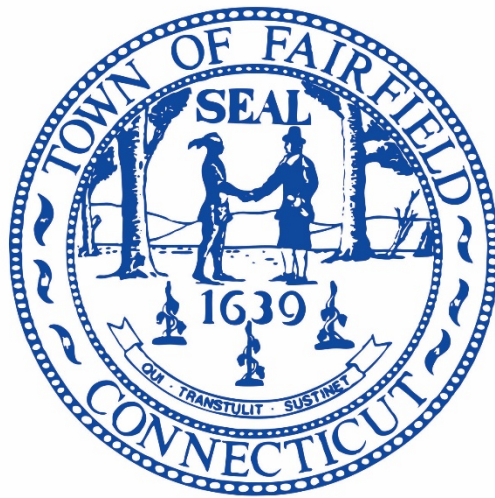


# Town of Fairfield



**Application for Certificate of Affordable  
Housing Completion  
December 18, 2024**



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November 22, 2024

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- Calculation of Housing Unit Equivalent Points (1)
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- Declaration of Restricted Covenants

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- Calculation of Housing Unit Equivalent Points (1)
- Vision Appraisal File
- Declaration of Restricted Covenants

7). Bloomfield Drive Apartments – 8 Bloomfield Drive

- Calculation of Housing Unit Equivalent Points (1)
- Vision Appraisal File
- Declaration of Restricted Covenants

8). Campfield Town Homes – 50 Campfield Drive

- Calculation of Housing Unit Equivalent Points (1)
- Vision Appraisal Files (3)
- Declaration of Restricted Covenants

9). Eastern Properties – 99 Durrell Drive, 436 & 458 Unquowa Drive

- Calculation of Housing Unit Equivalent Points (1)
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- Declaration of Restricted Covenants (1)

10). Fairchild Apartments – 130 Fairchild Avenue

- Calculation of Housing Unit Equivalent Points (1)
- Vision Appraisal File
- Declaration of Restricted Covenants

11). Fairfield Owner Built Condominiums – 120-132 Greenfield Street

- Calculation of Housing Unit Equivalent Points (1)
- Vision Appraisal Files (4)
- Declaration of Restricted Covenants
- First Amendment to the Declaration of Condominium

12). Fairfield Station Lofts – 78 Unquowa Place

- Calculation of Housing Unit Equivalent Points (1)
- Vision Appraisal File
- Declaration of Restricted Covenants

13). Granville Street – 115-117 & 133-135 Granville Street

- Calculation of Housing Unit Equivalent Points (1)
- Vision Appraisal Files (4)
- Land Leases (4) one complete copy, 3 cover sheets

14). Greenfield Commons – 580 Villa Avenue

- Calculation of Housing Unit Equivalent Points (1)
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- Letter from the Fairfield Housing Corporation on Controlling Interest in the Property
- Notice of Lease & Executed Land Lease, HUD Regulatory Agreement

15). Harbour Townhomes – 1613 & 1645 Black Rock Turnpike

- Calculation of Housing Unit Equivalent Points (1)
- Vision Appraisal File
- Declaration of Restricted Covenants

16). Operation Hope – Scattered Site Supportive Housing

Jarvis Court Properties

- Calculation of Housing Unit Equivalent Points (4)
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- Warranty Deed (1)
- Declaration of Restrictive Covenants (1)

Garden Dr., Grasmere Ave., Sawyer Rd., Soundview Ave., Trefoil Ct. Properties

- Calculation of Housing Unit Equivalent Points (5)
- Vision Appraisal Property Description (5)
- Warranty Deed (1)
- Declaration of Restrictive Covenants (5)

Durrell Drive Properties

- Calculation of Housing Unit Equivalent Points (1)
- Vision Appraisal Property Description (2)
- Warranty Deed (1)
- Declaration of Restrictive Covenants (1)

17). 5545 Park Residential – 5545 Park Avenue

- Calculation of Housing Unit Equivalent Points (1)
- Vision Appraisal File
- Declaration of Restricted Covenants

18). Parkview Commons – Reef Road, Quincy Street & Jarvis Court

- Calculation of Housing Unit Equivalent Points (1)
- Vision Appraisal Files (22)
- Declaration of Restricted Covenants

19). Pine Tree Apartments – 3-17 Pine Tree Lane

- Calculation of Housing Unit Equivalent Points (1)
- Vision Appraisal Files (9)
- Declaration of Restricted Covenants

20). Post Road Lofts – 1675 Post Road

- Calculation of Housing Unit Equivalent Points (1)
- Vision Appraisal File
- Declaration of Restricted Covenants

21). Trademark Fairfield – 665 Commerce Drive

- Calculation of Housing Unit Equivalent Points (1)
- Vision Appraisal File
- Declaration of Restricted Covenants



## Town of Fairfield

Office of the First Selectman

William A. Gerber  
First Selectman  
203-256-3030

725 Old Post Road  
Fairfield, CT 06824  
[wgerber@fairfieldct.org](mailto:wgerber@fairfieldct.org)

November 19, 2024

Commissioner Seila Mosquera-Bruno  
Connecticut Department of Housing  
505 Hudson Street  
Hartford, CT 06106

RE: Fairfield Affordable Housing Moratorium Application Pursuant to CGS § 8-30g

Dear Commissioner Mosquera-Bruno:

The Town of Fairfield respectfully submits this Application for a Certificate of Affordable Housing Completion pursuant to the procedures outlined in CGS § 8-30g and Regulations of State Agencies, § 8-30g-6.

The certification requires proof that at least 2% of Fairfield's 21,982 housing units, as reported in the 2020 census, be documented as Affordable Housing Unit Equivalents (439.64 HUE). This Application documents **462.0 HUEs** thus satisfying the stated requirements. The Town wishes to reserve any HUEs in excess of those required for this submittal for a future application.

In addition to the documented affordable housing units that form the basis of this Application, there are several affordable housing developments that have already been approved, but have yet to be constructed, and several more developments are being considered that are not included in this inventory. Further, the Fairfield Housing Authority and the Fairfield Office of Community & Economic Development continue to explore opportunities to expand the affordable housing stock and will not be adversely affected by this moratorium.

The enclosed documentation has been compiled and certified by Mark S. Barnhart, Director of the Fairfield Office of Community & Economic Development, and was further reviewed and certified by Attorney Philip C. Pires, Principal, Cohen & Wolf, P.C., Counsel to the Town of Fairfield. Attorney Pires' opinion letter is included with this application in accordance with Regulations of State Agencies § 8-30g-6(c)(2). Attorney Pires concludes that this application complies with the provisions of Section 8-30g of the Connecticut General Statutes and with Section 8-30g-6 of the Regulations of State Agencies in effect on the day that the application is being submitted.

Mr. Barnhart is available to answer any questions you may have or provide additional documentation. His contact information is:

Mark S. Barnhart, Director of the Office of Community & Economic Development  
(203) 256-3120 and [mbarnhart@fairfieldct.org](mailto:mbarnhart@fairfieldct.org).

Your consideration of this application is greatly appreciated.

Sincerely,



William A. Gerber  
First Selectman

Enclosures



**PHILIP C. PIRES, ESQ.**

Please Reply To Bridgeport  
Writer's Direct Dial: (203) 337-4122  
E-Mail: ppires@cohenandwolf.com

November 21, 2024

Commissioner Seila Mosquera-Bruno  
Connecticut Department of Housing  
505 Hudson Street  
Hartford, CT 06106

**Re: Application for Certificate of Affordable Housing Completion/Moratorium—  
Town of Fairfield, CT**

Dear Commissioner Mosquera-Bruno:

Please accept this letter as the certification required by Section 8-30g-6(c)(2) of the Regulations of State Agencies with respect to the accompanying Application for State Certificate of Affordable Housing Completion which is being submitted by the Town of Fairfield (the "Town").

The Certificate of Affordable Housing Completion requires proof that at least 2% of Fairfield's 21,982 housing units, as reported in the 2020 census, be documented as Affordable Housing Unit Equivalents (**439.64 HUEs**). This Application documents **462.0 HUEs**.

In my opinion, the Application complies with the provisions of Section 8-30g of the Connecticut General Statutes and with Section 8-30g-6 of the Regulations of State Agencies in effect on the day that the Application is being submitted, with the following qualifications:

Beaumont Properties - 159 Forest Avenue

This Property is a four-unit rental property with two-bedroom apartments. Occupancy is restricted to households within the FFIEC MSA/MD average income guidelines, and Section 8 rent levels must be maintained. Non-Section-8 tenants pay no more than 30–35% of their income for rent depending on whether utilities are included in the rental price. The Property was purchased and developed originally with financial assistance from the Housing Development Fund. It is now regulated by the Town of Fairfield as affordable housing within the meaning of § 8-30g.

The Property was included in the Town of Fairfield's 2022 Annual Report of Deed

1115 Broad Street  
PO Box 1821  
Bridgeport, CT 06601-1821  
Tel: (203) 368-0211

158 Deer Hill Avenue  
Danbury, CT 06810  
Tel: (203) 792-2771

320 Post Road West  
Westport, CT 06880  
Tel: (203) 222-1034



Page 2

Restricted Housing and was included in the Department of Housing's count of the Town of Fairfield's affordable housing inventory.

5545 Park Residential - 5545 Park Avenue

This set-aside development accounts for 70 total potential HUEs. It should be noted that the Town has not utilized all of the eligible HUEs for this development, and that the Town reserves 22.25 points for future applications for Certificates of Affordable Housing Completion that may be filed. The Town has claimed 47.75 HUEs for the purpose of this Application.

Should you have any questions concerning the Application, please do not hesitate to contact the undersigned.

Very truly yours,



Philip C. Pires, Esq.

## Application Timeline & Procedural Compliance

### 1. PUBLISH NOTICE OF INTENT:

- |   |            |
|---|------------|
| a. Submit Notice to CT Law Journal (CLJ)                            | 11/19/2024 |
| b. Submit Notice to Fairfield Citizen                               | 11/19/2024 |
| c. File Application with Fairfield Town Clerk for public inspection | 11/22/2024 |
| d. Legal Notice publication in the CT Law Journal                   | 11/26/2024 |
| e. Legal Notice publication in the Fairfield Citizen                | 11/22/2024 |
| f. 20-Day Public Comment Period following Notice Ends               | 12/17/2024 |

### 2. PUBLIC HEARING

- If needed

### 3. APPLICATION TO DOH

- Submit Application to DOH (including any comments received from public, if any, and documentation from Step #1) **12/19/2024**
- If complete, DOH notifies applicant and application is considered "received" as of the date of the original submission
- If incomplete, applicant must provide additional information, and date of receipt of additional documentation becomes date of submission
- DOH promptly publishes notice of receipt in CLJ
- Comment period (30 days from CLJ publication date)

### 4. ACTION/DECISION

- Approval or Rejection within 90 Days from receipt of complete application
- If action, DOH to publish notice in CLJ on or before **3/21/2025**
- IF no action, application is provisionally approved/Fairfield to publish in CLJ **3/25/2025** and Fairfield Citizen **3/28/2025**

### 5. EFFECTIVE DATE OF MORATORIUM

- Date of publication of notice of the issuance of a state certificate of affordable housing completion in the CLJ and Fairfield Citizen

# **Public Notices**

# Public Notices and & Public Comment

On November 22, 2024 a Legal Notice regarding the Application for Certification of Affordable Housing Completion was posted in the Fairfield Citizen. A similar Notice was posted in the Connecticut Law Journal on November 26, 2024. The Application was available for public review and comment in the Fairfield Town Clerk's Office on November 22, 2024 during regular business hours. Copies of the Notices are enclosed.

On December 3, 2024 a request was received from the Hinckley Allen law firm for a copy of the Application. On December 10, 2024 a request was received from the organization Neighbors for a Safer Soundview for online access to the Application. Both were referred to the copy of the Application filed in the Town Clerk's Office.

On December 12, 2024 a scanned copy of the Application was posted to the Town website and both of the aforementioned entities were provided with a link to access the complete Application digitally.

As of the end of business on Tuesday, December 17, 2024, no written comments had been received.



Received

DEC 02 2024

First Selectman's Office

TOWN OF FAIRFIELD  
611 OLD POST ROAD  
FAIRFIELD, CT 06824

AFFIDAVIT OF PUBLICATION

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

Being duly sworn, depose and say that I am a Representative in the employ of HEARST CONNECTICUT MEDIA GROUP, Publisher of the Fairfield Citizen Ne, that a LEGAL NOTICE as stated below was published in the Fairfield Citizen Ne.

Subscribed and sworn to before me on this 23 Day of November, A.D. 2024.

Christina DeRoche  
Notary Public  
Notary Public  
My commission expires  
My Commission Expires Jul 31, 2028

**LEGAL NOTICE**

NOTICE IS HEREBY GIVEN that the Town of Fairfield intends to file an application for Certification for Affordable Housing Completion (temporary housing moratorium) with the Connecticut Department of Housing (DOH) pursuant to Section 8-30g(1)(4)(b) of the Connecticut General Statutes.

The proposed application, including all supporting documentation, is available for public inspection and comment in the Town Clerk's Office, located in the Old Town Hall Building, 611 Old Post Road, Fairfield, Connecticut, during normal business hours from 8:30 AM to 4:30 PM, Monday through Friday. Written comments may be submitted to Mark Barnhart, Director of Community & Economic Development, Old Town Hall, 611 Old Post Road, Fairfield, CT 06824 no later than **12/17/2024**. A copy of all written comments received and all responses prepared by the municipality will be included as part of the application to DOH.

Office of the First Selectman  
Town of Fairfield

By: William A. Gerber, First Selectman  
Dated: November 22, 2024

**Ad Caption**

LEGAL NOTICE NOTICE IS HEREBY

**PO Number**

**Ad Number**

0002884728

**Publication**

**Pub Schedule**

Fairfield Citizen Ne

11/22/24

**LEGAL NOTICE**

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Office of the First Selectman  
*William A. Gerber, First Selectman*  
Town of Fairfield

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## Town of Fairfield

### Community and Economic Development

#### **CERTIFICATION OF NO DEDUCTIONS & DEED RESTRICTION CERTIFICATION**

I, Mark S. Barnhart, Director of Community & Economic Development for the Town of Fairfield, Connecticut, hereby depose and say, to the best of my knowledge and belief, and as supported by the extensive research and gathering of documentation for this Application for State Certificate of Affordable Housing Completion, that there have been no actions by the municipality, or any Town Agency, to disqualify any unit claimed as providing housing unit equivalent points claimed, as of the date of the submission of this application.

The following existing properties became deed restricted on the dates noted without the issuance of a new Certificate of Occupancy:

<b><u>Location</u></b>	<b><u>Restriction Date</u></b>
1). Beacon View Drive – 45 Beacon View Drive	3/23/1993
47 Beacon View Drive	8/31/1993
53-55 Beacon View Drive	7/6/1995
2). Beaumont Properties – 159 Forest Avenue	1/1/2014
3). Granville Street – 115 Granville Street	12/3/1993
117 Granville Street	12/15/1993
133 Granville Street	12/27/1993
135 Granville Street	2/1/1994
4). Operation Hope – Scattered Site Supportive Housing	
18-20 Garden Drive	8/14/2024
141-149 Grasmere Ave.	8/14/2024
101-103 Sawyer Road	8/14/2024
31-33 Soundview Avenue	8/14/2024
5-7 Trefoil Court	8/14/2024

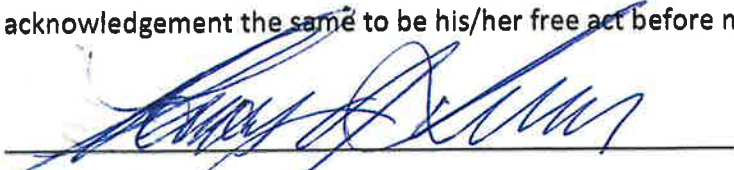
5). Parkview Commons – 673-703 Reef Road 7/8/2005  
320-512 Quincy Street 7/8/2005  
16-77 Jarvis Court 7/8/2005



Mark S. Barnhart,  
Director of Community & Economic Development  
Town of Fairfield

State of Connecticut)  
  ) ss. Fairfield                    November 19, 2024  
County of Fairfield )

Personally appeared **Mark S. Barnhart**, signer and sealer of the foregoing instrument and  
acknowledgement the same to be his/her free act before me.



Thomas J. Ivers,  
Notary Public  
My Commission Expires: 3/31/2027



# TOWN OF FAIRFIELD, CONNECTICUT

## *Application for Certificate of Affordable Housing Completion*

### Calculation of Housing Unit Equivalent Points

#### **From the Regulations, Connecticut State Agencies 8-30g-6(h):**

As provided in Section 8-30g(1) of the Connecticut General Statutes, the housing unit-equivalent points required for the certificate shall be equal to two percent (2%) of all dwelling units in the municipality, but no less than seventy-five (75) housing unit-equivalent points. Units and housing unit-equivalent points that serve as the basis of approval of a state certificate, whether a provisional approval or issuance by the commissioner, shall not be the basis of a subsequent application. The housing unit-equivalent points necessary for a state certificate shall be calculated using as the denominator the total estimated dwelling units in the municipality as reported in the most recent United States decennial census.

**The United States Census indicates that there are 21,982 housing units in Fairfield**

$$2\% \times 21,982 = 439.64$$

439.64 Housing Unit-Equivalent Points are therefore required for Fairfield to qualify for a Certificate of Affordable Housing Completion pursuant to Section 8-30g(1)(4)(A) of the Connecticut General Statutes.

**The documentation included with this application will show that Fairfield has claimed Housing Unit-Equivalent Points as follows:**

HUE Points for 8-30g Set-Aside Developments	228.00
HUE Points for Assisted Housing Developments	103.50
HUE Points for Inclusionary Developments	54.00
HUE Points for Deed Restricted Ownership Developments	37.00
HUE Points for Deed Restricted Rental Developments	<u>41.00</u>
<b>TOTAL</b>	<b>463.50</b>

**2023 Affordable Housing Appeals List - Non-Exempt Municipalities**

Town	2020 Census	2023 Gov Assisted	2023 Tenant Rental Assistance	2023 Single Family CHFA/USDA Mortgages	2023 Deed Restricted Units	2023 Total Assisted Units	2023 Percent Affordable
Fairfield	21982	231	163	58	219	671	3.05%
Farmington	11667	538	129	115	155	937	8.03%
Franklin	790	27	1	19	0	47	5.95%
Glastonbury	14481	604	57	95	2	758	5.23%
Goshen	1708	1	1	4	0	6	0.35%
Granby	4448	85	2	43	3	133	2.99%
Greenwich	25677	940	475	10	47	1,472	5.73%
Griswold	5027	222	60	119	0	401	7.98%
Guilford	9693	177	10	27	1	215	2.22%
Haddam	3540	22	1	23	0	46	1.30%
Hamden	25984	1,048	838	439	117	2,442	9.40%
Hampton	790	0	1	10	0	11	1.39%
Hartland	843	2	0	3	0	5	0.59%
Harwinton	2313	22	6	35	5	68	2.94%
Hebron	3618	58	2	48	0	108	2.99%
Kent	1687	58	3	3	0	64	3.79%
Killingly	7884	467	145	134	0	746	9.46%
Killingworth	2601	0	1	18	1	20	0.77%
Lebanon	3147	26	6	75	0	107	3.40%
Ledyard	6150	32	8	189	6	235	3.82%
Lisbon	1728	2	0	52	0	54	3.13%
Litchfield	3966	140	4	26	19	189	4.77%
Lyme	1220	0	0	3	8	11	0.90%
Madison	8060	90	3	8	29	130	1.61%
Mansfield	6956	175	124	75	2	376	5.41%
Marlborough	2388	24	0	22	0	46	1.93%
Middlebury	3047	77	5	12	20	114	3.74%
Middlefield	1882	30	5	21	1	57	3.03%
Milford	23749	728	315	140	74	1,257	5.29%
Monroe	6918	35	3	38	8	84	1.21%
Montville	7402	81	49	243	0	373	5.04%
Morris	1253	20	0	5	0	25	2.00%
Naugatuck	13239	493	296	313	0	1,102	8.32%
New Canaan	7502	255	33	7	0	295	3.93%
New Fairfield	5635	0	7	49	16	72	1.28%
New Hartford	2968	12	6	38	9	65	2.19%
New Milford	11928	319	36	135	29	519	4.35%
Newington	13219	531	121	446	36	1,134	8.58%
Newtown	10322	134	7	77	65	283	2.74%
Norfolk	932	21	2	5	0	28	3.00%
North Branford	5633	62	12	45	0	119	2.11%

**SUMMARY OF UNIT COUNTS USING UNIT EQUIVALENCY POINTS**

CO	DR	DEVELOPMENT NAME	ADDRESS	DEVELOPMENT TYPE	CO #	CO ISSUED	RESTRICTION START DATE	VOLUME	PAGES	RESTRICTION TERM	TOTAL # UNITS	# UNITS AFFORDABLE	UNIT TYPE	TOTAL HUEP
Y	Y	Alto Fairfield	1401 Kings Highway	Inclusionary	34973 34974	10/27/20 3/24/21	6/8/2021	6163	83-85	40 years	160	16	FAMILY RENTAL	24.00
Y	Y	The Anchorage	333 Unquowa Road	Inclusionary	37930	7/15/2021	7/2/2021	6170	136-138	40 years	90	9	FAMILY RENTAL	13.50
Y	Y	Beacon Square Properties, LLC	2-6 Beacon Square	Set Aside (8-30g)	B-22-2710	4/9/2024 6/21/2024 9/17/2024	10/1/2024	6394	69	40 years	26	8	FAMILY RENTAL	18.50
N/A	Y	Beaconview Drive	45 Beaconview Drive	Deed Restricted Ownership	N/A	N/A	3/22/1993	1349	237-253	99 years	1	1	OWNER	1.00
N/A	Y	Beaconview Drive	47 Beaconview Drive	Deed Restricted Ownership	N/A	N/A	8/31/1993	1293	83-101	99 years	1	1	OWNER	1.00
N/A	Y	Beaconview Drive	53 Beaconview Drive	Deed Restricted Ownership	N/A	N/A	7/6/1995	1497	256-286	99 years	1	1	OWNER	1.00
N/A	Y	Beaconview Drive	55 Beaconview Drive	Deed Restricted Ownership	N/A	N/A	7/6/1995	1497	312-343	99 years	1	1	OWNER	1.00
N/A	Y	Beaumont Properties	159 Forest Avenue	Deed Restricted Rental	N/A	N/A	1/1/2014	5092	251-261	30 years	4	4	RENTAL	6.00
Y	Y	528 Black Rock Turnpike, LLC	528 Black Rock Turnpike	Set Aside (8-30g)	B-22-0164	7/16/2024	8/1/2024	6526	134-136	40 years	23	7	FAMILY RENTAL	16.50
Y	Y	Bloomfield Drive Apartments	8 Bloomfield Drive	Set Aside (8-30g)	multiple	11/17/2017	11/2/2017	5610	277-279	40 years	9	3	FAMILY RENTAL	7.00
Y	Y	Campfield Town Homes	50 Campfield Drive	Set Aside (8-30g)	35723 34736	2/26/19 5/21/19	2/26/2019	5749	208	40 years	12	4	FAMILY RENTAL	9.00
Y	Y	Eastern Properties Scattered Sites	99 Durrell Drive	Deed Restricted Ownership	12191	5/7/1996	5/7/1996	1509	168-175	99 years	1	1	OWNER	1.00
Y	Y	Eastern Properties Scattered Sites	436 Unquowa Road	Deed Restricted Ownership	12039	1/31/1996	5/3/1996	1509	168-175	99 years	1	1	OWNER	1.00
Y	Y	Eastern Properties Scattered Sites	458 Unquowa Road	Deed Restricted Ownership	12028	1/31/1996	4/9/1996	1509	168-175	99 years	1	1	OWNER	1.00
Y	Y	Fairchild Apartments	130 Fairchild Avenue	Set Aside (8-30g)	30611	8/15/2014	9/30/2014	5187	338-340	40 years	54	27	FAMILY RENTAL	58.25
Y	Y	Fairfield Owner Built Condominium	120 - 132 Greenfield Street	Deed Restricted Ownership	29810 29811 29812 29813	10/13/1999 10/14/1999	11/5/1999	910	90-97	99 years	4	4	OWNER	4.00
Y	Y	Fairfield Station Lofts	78 Unquowa Place	Set Aside (8-30g)	161929	8/22/2022	8/3/2022	6349	50-52	40 years	26	8	FAMILY RENTAL	18.50

**SUMMARY OF UNIT COUNT INCLUDING UNIT EQUIVALENCY POINTS**

CO	DR	DEVELOPMENT NAME	ADDRESS	DEVELOPMENT TYPE	CO #	CO ISSUED	RESTRICTION START DATE	VOLUME	PAGES	RESTRICTION TERM	TOTAL # UNITS	# UNITS AFFORDABLE	UNIT TYPE	TOTAL HUEP
N/A	Y	Granville Street	115 Granville Street	Deed Restricted Ownership	N/A	N/A	12/3/1993	1330	86-117	99 years	1	1	OWNER	1.00
N/A	Y	Granville Street	117 Granville Street	Deed Restricted Ownership	N/A	N/A	12/15/1993	1335	65-96	99 years	1	1	OWNER	1.00
N/A	Y	Granville Street	133 Granville Street	Deed Restricted Ownership	N/A	N/A	12/27/1993	1340	147-178	99 years	1	1	OWNER	1.00
N/A	Y	Granville Street	135 Granville Street	Deed Restricted Ownership	N/A	N/A	2/1/1994	1354	115-146	99 years	1	1	OWNER	1.00
Y	Y	Greenfield Commons	580 Villa Avenue	Assisted	24195	6/12/2008	10/26/2006	Lease		75 years	10	10	ELDERLY RENTAL	5.00
Y	Y	Harbour Townhomes	1613, 1645 Black Rock Turnpike	Set Aside (8-30g)	34679	11/14/2018	11/8/2018	5723	318-320	40 years	29	9	FAMILY RENTAL	21.00
Y	Y	Operation Hope Supportive Housing	58-60 Jarvis Court	Assisted	23257 23258	10/10/2007 & 10/12/2007	3/22/2007	3928	303	99 years	2	2	FAMILY RENTAL	5.00
Y	Y	Operation Hope Supportive Housing	76-80 Jarvis Court	Assisted	23259 23260	10/10/2007	3/22/2007	3928	303	99 years	2	2	FAMILY RENTAL	5.00
Y	Y	Operation Hope Supportive Housing	82-84 Jarvis Court	Assisted	23261 23262	10/10/2007	3/22/2007	3928	303	99 years	2	2	FAMILY RENTAL	5.00
Y	Y	Operation Hope Supportive Housing	87-89 Jarvis Court	Assisted	23004 23005	7/2/2007	3/22/2007	3928	303	99 years	2	2	FAMILY RENTAL	5.00
N/A	Y	Operation Hope Supportive Housing	18-20 Garden Drive	Deed Restricted Rental	N/A	N/A	8/14/2024	6531	329-334	99 years	2	2	FAMILY RENTAL	5.00
N/A	Y	Operation Hope Supportive Housing	145 Grasmere Avenue AKA 141-149 Grasmere Avenue	Deed Restricted Rental	N/A	N/A	8/14/2024	6531	311-316	99 years	2	2	FAMILY RENTAL	5.00
N/A	Y	Operation Hope Supportive Housing	101-103 Sawyer Road	Deed Restricted Rental	N/A	N/A	8/14/2024	6531	335-240	99 years	2	2	FAMILY RENTAL	5.00
N/A	Y	Operation Hope Supportive Housing	31-33 Soundview Avenue	Deed Restricted Rental	N/A	N/A	8/14/2024	6531	317-322	99 years	2	2	FAMILY RENTAL	5.00
N/A	Y	Operation Hope Supportive Housing	5-7 Trefoil Court	Deed Restricted Rental	N/A	N/A	8/14/2024	6531	323-328	99 years	2	2	FAMILY RENTAL	5.00
Y	Y	Operation Hope Supportive Housing	21-23 & 63-65 Durrell Drive	Deed Restricted Rental	12802 12803 12231 12232	3/7/1996 6/4/1996	5/3/1996	1509	168-175	99 years	4	4	FAMILY RENTAL	9.00
Y	Y	5545 Park Residential	5545 Park Avenue	Set Aside (8-30g)	B-22-2671	11/18/2024	10/31/2024	6556	331-333	40 years	100	30	FAMILY RENTAL	70.00

**SUMMARY OF UNIT COUNT USING UNIT EQUIVALENCY POINTS**

CO	DR	DEVELOPMENT NAME	ADDRESS	DEVELOPMENT TYPE	CO #	CO ISSUED	RESTRICTION START DATE	VOLUME	PAGES	RESTRICTION TERM	TOTAL # UNITS	# UNITS AFFORDABLE	UNIT TYPE	TOTAL HJUP
N/A	Y	Parkview Commons	320 Quincy Street	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	321 Quincy Street	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	336 Quincy Street	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	350 Quincy Street	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	362 Quincy Street	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	376 Quincy Street	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	377 Quincy Street	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	385 Quincy Street	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	394 Quincy Street	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	397 Quincy Street	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	409 Quincy Street	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	412 Quincy Street	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	673 Reef Road	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	703 Reef Road	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	16 Jarvis Court	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	25 Jarvis Court	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	28 Jarvis Court	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	37 Jarvis Court	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00

**SUMMARY OF UNIT COUNT USING UNIT EQUIVALENCY POINTS**

CO	DR	DEVELOPMENT NAME	ADDRESS	DEVELOPMENT TYPE	CO #	CO ISSUED	RESTRICTION START DATE	VOLUME	PAGES	RESTRICTION TERM	TOTAL # UNITS	# UNITS AFFORDABLE	UNIT TYPE	TOTAL HUEP
N/A	Y	Parkview Commons	42 Jarvis Court	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	51 Jarvis Court	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	65 Jarvis Court	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
N/A	Y	Parkview Commons	77 Jarvis Court	Deed Restricted Ownership	N/A	N/A	7/8/2005	3561	142-147	99 years	1	1	OWNER	1.00
Y	Y	Pine Tree Apartments	15 Pine Tree Lane	Assisted	33740, 33748, 33742, 33743, 33744, 33745, 33746	3/9/2017 2/3/2017 1/30/2017 2/3/2017 3/9/2017 11/7/2017 4/4/2017	4/15/2016	5392	143-156	30 Years	50	50	FAMILY RENTAL	78.50
Y	Y	Post Road Lofts	1675 Post Road	Set Aside (8-30g)	34976	2/3/2021	10/13/2020	6002	286-289	40 years	13	4	FAMILY RENTAL	9.25
Y	Y	Trademark Fairfield	665 Commerce Drive	Inclusionary	34225	6/19/2017	2/27/2018	5651	216-218	40 years	101	11	FAMILY RENTAL	16.50
<b>TOTALS</b>												<b>435</b>	<b>201</b>	<b>463.50</b>



Patrick Mahoney  
Chief Building Official

**Town of Fairfield**  
Fairfield Connecticut 06824  
Building Department

Sullivan Independence Hall  
725 Old Post Road  
(203) 256-3036

Town of Fairfield

## CERTIFICATION OF CERTIFICATES OF OCCUPANCY

### **Fairfield Application for State Certificate of Affordable Housing Completion**

I hereby certify that the Certificates of Occupancy included with this application and listed below are valid and have not been altered or rescinded:

Certificates of Occupancy have been provided for the following Fairfield developments:

<u>Location</u>	<u>Date of Final C\O</u>
1). Alto Fairfield – 1401 Kings Highway	3/24/2021
2). The Anchorage – 333 Unquowa Road	7/15/2021
3). Beacon Square Properties – 2-6 Beacon Square	4/9/2024
4). 528 Black Rock Turnpike – 528 Black Rock Turnpike	7/16/2024
5). Bloomfield Drive Apartments – 8 Bloomfield Drive	11/2/2017
6). Campfield Town Homes – 50 Campfield Drive	5/21/2019
7). Eastern Properties – 99 Durrell Drive	5/7/1996
436 Unquowa Drive	5/3/1996
458 Unquowa Drive	4/9/1996
8). Fairchild Apartments – 130 Fairchild Avenue	8/15/2014
9). Fairfield Owner Built Condominiums – 120-132 Greenfield Street	11/12/1999
10). Fairfield Station Lofts – 78 Unquowa Place	8/22/2022

- |  |            |
|--|------------|
| 11). Greenfield Commons – 580 Villa Avenue               | 6/12/2008  |
| 12). Harbour Townhomes – 1613 & 1645 Black Rock Turnpike | 11/14/2028 |
| 13). Operation Hope – Scattered Site Supportive Housing  |            |
| 58-89 Jarvis Court                                       | 10/12/2007 |
| 21- 65 Durrell Drive                                     | 6/4/1996   |
| 14). 5545 Park Residential – 5545 Park Avenue            | 11/18/2024 |
| 15). Pine Tree Apartments – 3-17 Pine Tree Lane          | 11/7/2017  |
| 16). Post Road Lofts – 1675 Post Road                    | 2/3/2021   |
| 17). Trademark Fairfield – 665 Commerce Drive            | 6/19/2017  |


  
 \_\_\_\_\_  
 Patrick Mahoney, Chief Building Official

11/25/24  
 Date

State of Connecticut)  
                                   ) ss. Fairfield  
 County of Fairfield )

November 25 2024

Personally appeared Patrick Mahoney, signer and sealer of the foregoing instrument and acknowledgement the same to be his/her free act before me.

  
 Michael L. Clemente  
 Notary Public  
 My commission expires: 10/31/2025



# Alto Fairfield

## **1401 Kings Highway**

- Calculation of Housing Unit Equivalent Points
- Vision Appraisal Property Description (1)
- Declaration of Restrictive Covenants

## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b> Alto Fairfield	<b>Set Aside:</b> NO
<b>Address:</b> 1401 Kings Highway	<b>Owner/Rental:</b> RENTAL
<b>Developer:</b> Abbey Road/Skala Partners	<b>Total # Units:</b> 160
<b>Property Mgr:</b> Jones Street Residential	<b># Affordable:</b> 16
<b>Date CO Issued:</b> 2/4/2021	<b># Market Rate:</b> 144

### Description of Development

Alto Fairfield is a 160-unit mixed use, transit-oriented development, of which 10% or 16 units, are deed-restricted as affordable to person or households with incomes at or below eighty percent (80%) of the area median income for a term of forty years.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes ≤ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 80% of AMI	16	1.50	24
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.50	
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>16</b>		<b>24</b>

# 1401 KINGS HIGHWAY

**Location** 1401 KINGS HIGHWAY

**Mblu** 80/ 40/ //

**Acct#** 11047

**Owner** ALTO FAIRFIELD LLC

**Assessment** \$36,390,830

**Appraisal** \$51,986,900

**PID** 8590

**Building Count** 2

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$42,277,600	\$9,709,300	\$51,986,900

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$29,594,320	\$6,796,510	\$36,390,830

## Owner of Record

**Owner** ALTO FAIRFIELD LLC

**Sale Price** \$93,000,000

**Co-Owner** C/O JONES STREET INVESTMENT PARTNERS LLC

**Certificate**

**Care Of**

**Book & Page** 6297/159

**Address** 100 FEDERAL STREET 20TH FLOOR  
BOSTON, MA 02110

**Sale Date** 03/25/2022

**Instrument** 00

**Qualified** Q

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
ALTO FAIRFIELD LLC	\$93,000,000		6297/159	00	03/25/2022
1401 KING LLC	\$0		5730/0194		12/06/2018
AR KHUY LLC	\$705,000		5361/0081	00	01/14/2016
PARISH PROPERTIES, LLC	\$540,000		3242/0102	00	04/30/2004
FLYNN JANICE	\$425,000		2179/0261	UNKQ	11/21/2000

## Building Information

**Building 1 : Section 1**

**Year Built:** 2019  
**Living Area:** 199,843  
**Replacement Cost:** \$37,167,435  
**Building Percent Good:** 99  
**Replacement Cost Less Depreciation:** \$36,795,800

**Building Attributes**

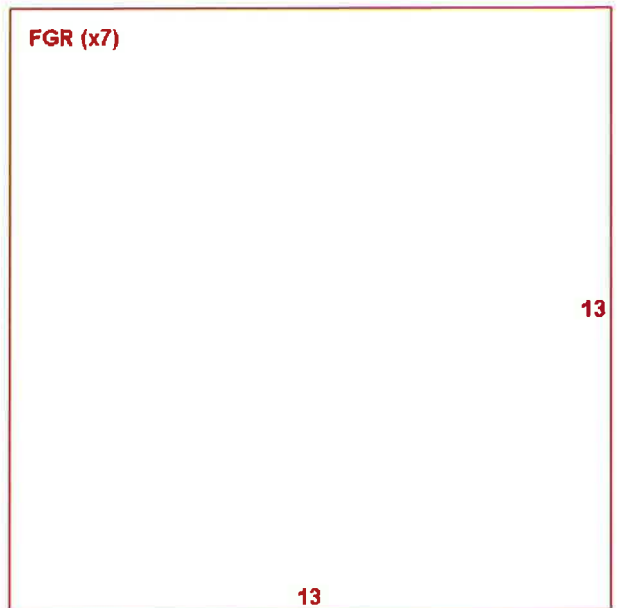
Field	Description
Style:	Stores/Apt
Model	Comm/Ind
Grade	Excellent Plus
Stories:	6
Occupancy	160.00
Exterior Wall 1	Sandwich Panel
Exterior Wall 2	
Roof Structure	Flat
Roof Cover	Rubber
Interior Wall 1	Minim/Masonry
Interior Wall 2	
Interior Floor 1	Vinyl/Asphalt
Interior Floor 2	Hardwood
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Unit/AC
Struct Class	
Bldg Use	Apartments
Total Rooms	
Total Bedrms	
Total Baths	
Liv Area	
Effect Area	
1st Floor Use:	
Heat/AC	Heat/AC Split
Frame Type	Fireprf Steel
Baths/Plumbing	Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Average
Wall Height	0.00
% Comn Wall	

**Building Photo**



(<https://images.vgsi.com/photos2/FairfieldCTPhotos/\0091\1401%20KH%2>)

**Building Layout**



PLACEHOLDER NEED PLANS  
7 STORY PARKING GARAGE

(ParcelSketch.ashx?pid=8590&bid=8370)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	163,161	163,161

BAS	First Floor	36,682	36,682
PTO	Patio	3,914	0
		203,757	199,843

## Building 2 : Section 1

**Year Built:** 2019  
**Living Area:** 0  
**Replacement Cost:** \$5,528,838  
**Building Percent Good:** 99  
**Replacement Cost Less Depreciation:** \$5,473,500

## Building Photo



(<https://images.vgsi.com/photos2/FairfieldCTPhotos//default.jpg>)

## Building Layout

 Building Layout (ParcelSketch.ashx?pid=8590&bid=107525)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
FGR	Garage	141,618	0
		141,618	0

Building Attributes : Bldg 2 of 2	
Field	Description
Style:	Parking Garage
Model	Comm/Ind
Grade	Excellent
Stories:	6
Occupancy	517.00
Exterior Wall 1	Concr/Cinder
Exterior Wall 2	
Roof Structure	Flat
Roof Cover	N/A
Interior Wall 1	Minim/Masonry
Interior Wall 2	
Interior Floor 1	Concr Abv Grad
Interior Floor 2	
Heating Fuel	None
Heating Type	None
AC Type	None
Struct Class	
Bldg Use	Parking Garage
Total Rooms	
Total Bedrms	
Total Baths	
Liv Area	
Effect Area	
1st Floor Use:	
Heat/AC	None
Frame Type	Rein. Concr
Baths/Plumbing	None
Ceiling/Wall	None
Rooms/Prtns	Light

Wall Height	
% Conn Wall	

**Extra Features**

Extra Features
No Data for Extra Features

**Land**

**Land Use**

**Use Code** 3030  
**Description** Mixed Use C  
**Zone** DID  
**Neighborhood** CD9  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 101494  
**Depth** 0  
**Assessed Value** \$6,796,510  
**Appraised Value** \$9,709,300

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	PAVING-ASPHALT			2500.00 S.F.	\$8,300	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$42,277,600	\$9,709,300	\$51,986,900
2021	\$42,277,600	\$9,709,300	\$51,986,900
2020	\$37,074,100	\$9,709,300	\$46,783,400

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$29,594,320	\$6,796,510	\$36,390,830
2021	\$29,594,320	\$6,796,510	\$36,390,830
2020	\$25,951,870	\$6,796,510	\$32,748,380



## DECLARATION OF RESTRICTI

1401 King LLC, a Connecticut limited liability company located at 1375 Kings Highway, 4<sup>th</sup> Floor, Fairfield, Connecticut, and owner in fee simple of property known as 1375-1397 Kings Highway, 777 Commerce Drive, and 26 Frank Street (the "Development"), hereby covenants and agrees for itself, its successors, heirs and assigns, that the Development shall be subject to the following restrictions authorized by the Town of Fairfield Zoning Regulations Section 13.14.17 for the Transit-Oriented Development Park Zone in which this Development resides:

The Development is designated as a Transit-Oriented Development Park as defined in the Town of Fairfield Zoning Regulations and is in accordance with the applicable regulations for state agencies that were in effect on the date of the original application for initial local approval, May 19, 2015, containing affordable housing dwelling units, and is therefore subject to limitations on the maximum annual income of the household that may rent such affordable housing dwelling units. These limitations shall be strictly enforced, and may be enforced by the zoning enforcement authority of the Town of Fairfield against the record owner of the Development or the person identified in the affordability plan as responsible for the administration of these limitations.

The restrictions herein set forth shall run with the land for so long as the Development exists, but in no case for less than forty years, from the date of initial occupancy of affordable housing dwelling units.

The restrictions are as follows:

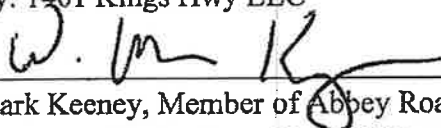
Not less than ten percent (10%) of the dwelling units in this Development, or sixteen (16) units total (Unit List attached hereto as Schedule A), shall be affordable for and rented to persons and families whose annual income is less than or equal to eighty percent (80%) of the median household income for the Bridgeport, CT HUD Metro Fair Market Rent Area, as per Fairfield Zoning Regulation §13.14.7.

Additionally, as per Fairfield Zoning Regulation §13.14.7, the Development will be bound to its Affordability Plan and will provide all necessary information and documentation to ensure the construction and continued operation of affordable housing, including filing reports and supplying any other information as may be required by the Town Plan and Zoning Commission for the administration of its Regulations.

IN WITNESS WHEREOF the said 1401 King LLC has caused these presents to be signed, acknowledged and delivered in its name by its duly authorized representative, this 8<sup>th</sup> day of June, 2021.

1401 King LLC

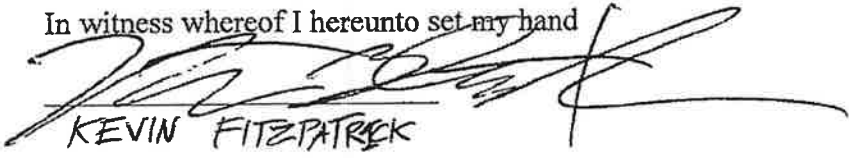
By: 1401 Kings Hwy LLC

  
Mark Keeney, Member of Abbey Road Realty Management LLC,  
Manager of 1401 Kings Hwy LLC, Duly Authorized

State of Connecticut }  
  }     ss. Fairfield  
County of Fairfield    }

On this 8<sup>th</sup> day of June, 2021, before me, KEVIN FITZPATRICK, the undersigned officer, personal appeared Mark Keeney, the Member of Abbey Road Realty Management LLC, the Manager of 1401 Kings Hwy LLC, the Manager of 1401 King LLC, who executed the foregoing instrument for the purposes therein contained, by signing his name hereto.

In witness whereof I hereunto set my hand

  
KEVIN FITZPATRICK

Commissioner of the Superior Court



SCHEDULE A

UNIT LIST

216A

303A

307A

308A

407A

408A

503A

507A

508A

511A

228B

229B

230B

328B

329B

429B

RECEIVED FOR RECORD  
06/22/2021 03:16:49 PM  
Elizabeth P. Browne, Fairfield Town Clerk



# The Anchorage

## 333 Onquowa Road

- Calculation of Housing Unit Equivalent Points
- Vision Appraisal Property Description (1)
- Declaration of Restrictive Covenants

## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b> The Anchorage	<b>Set Aside:</b> NO
<b>Address:</b> 333 Unquowa Drive	<b>Owner/Rental:</b> RENTAL
<b>Developer:</b> Post Road Residential	<b>Total # Units:</b> 90
<b>Property Mgr:</b> Bozzuto	<b># Affordable:</b> 9
<b>Date CO Issued:</b> 7/15/2021	<b># Market Rate:</b> 81

### Description of Development

The Anchorage is a 90-unit residential development, of which 10% or 9 units, are subject to deed restrictions limiting rental to persons or households with incomes at or below eighty percent (80%) of the area media income for a term of forty years.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes $\leq$ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI	9	1.50	13.5
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.50	
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>9</b>		<b>13.5</b>

# 333 UNQUOWA ROAD

**Location** 333 UNQUOWA ROAD

**Mblu** 180/ 350/ / /

**Acct#** 09607

**Owner** 333 UNQUOWA ROAD LLC

**Assessment** \$24,820,600

**Appraisal** \$35,458,000

**PID** 15555

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$27,032,100	\$8,425,900	\$35,458,000

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$18,922,470	\$5,898,130	\$24,820,600

## Owner of Record

**Owner** 333 UNQUOWA ROAD LLC  
**Co-Owner** C/O RDR MANAGEMENT  
**Care Of**  
**Address** P.O. BOX 6128  
BRIDGEPORT, CT 06606

**Sale Price** \$3,500,000  
**Certificate** 1  
**Book & Page** 5281/0056  
**Sale Date** 06/16/2015  
**Instrument** 00  
**Qualified** Q

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
333 UNQUOWA ROAD LLC	\$3,500,000	1	5281/0056	00	06/16/2015
KNIGHTS OF COLUMBUS	\$0		0352/0003		

## Building Information

### Building 1 : Section 1

**Year Built:** 2020  
**Living Area:** 144,086  
**Replacement Cost:** \$26,195,888  
**Building Percent Good:** 100

**Replacement Cost****Less Depreciation:** \$26,195,900

Building Attributes	
Field	Description
Style:	Apartments
Model	Comm/Ind
Grade	Excellent
Stories:	4
Occupancy	90.00
Exterior Wall 1	Clapboard
Exterior Wall 2	Brick/Masonry
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Carpet
Interior Floor 2	Hardwood
Heating Fuel	Gas
Heating Type	Hot Water
AC Type	Unit/AC
Struct Class	
Bldg Use	Apartments
Total Rooms	
Total Bedrms	
Total Baths	
Liv Area	
Effect Area	
1st Floor Use:	
Heat/AC	Heat/AC Split
Frame Type	Wood Frame
Baths/Plumbing	Above Average
Ceiling/Wall	Typical
Rooms/Prtns	Above Average
Wall Height	
% Comn Wall	

**Building Photo**

(<https://images.vgsi.com/photos2/FairfieldCTPhotos/A0091\W180%20L350>)

**Building Layout**

Building Layout (ParcelSketch.aspx?pid=15555&bid=20496)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	83,056	83,056
BAS	First Floor	44,419	44,419
FAT	Attic, Finished	41,528	16,611
DCK	DCK	4,392	0
FGR	Garage	45,864	0
FOP	Porch, Open, Finished	2,891	0
SLB	Slab	14,541	0
		236,691	144,086

**Extra Features**

Extra Features				
Code	Description	Size	Value	Bldg #
ELV1	PASS ELEV	4.00 STOPS	\$296,000	1

SPR2	WET/CONCEALED	144086.00 S.F.	\$389,000	1
SPAN	SOLAR PANELS	350.00 UNITS	\$0	1

**Land**

**Land Use**

**Use Code** 1120  
**Description** Apartments  
**Zone** DRD  
**Neighborhood** C4  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 135907  
**Depth** 0  
**Assessed Value** \$5,898,130  
**Appraised Value** \$8,425,900

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	PAVING-ASPHALT			37000.00 S.F.	\$136,900	1
LT1	LIGHTS-IN W/PL			17.00 UNITS	\$14,300	1
				0.00		1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$27,032,100	\$8,425,900	\$35,458,000
2021	\$27,032,100	\$8,425,900	\$35,458,000
2020	\$7,890,700	\$8,425,900	\$16,316,600

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$18,922,470	\$5,898,130	\$24,820,600
2021	\$18,922,470	\$5,898,130	\$24,820,600
2020	\$5,523,490	\$5,898,130	\$11,421,620

Receipt # 64557



Instr # 2021-7301

**VOL 6170 PG 136**  
07/02/2021 01:49:31 PM  
3 Pages  
DECLARATION OF REST

Elizabeth P. Browne, Fairfield Town Clerk

**Mail To:**

Christopher Russo, Esq.  
Russo & Rizio, LLC  
10 Sasco Hill Road  
Fairfield, CT 06824

**DECLARATION OF RESTRICTIVE COVENANTS**

**333 Unquowa Road, LLC**, a Connecticut limited liability company located at 1475 Fairfield Beach Road, Fairfield, Connecticut, and owner in fee simple of property known as 333 Unquowa Road, Fairfield, Connecticut and described more fully in Exhibit A (hereinafter "the Development"), hereby covenants and agrees for itself, its successors, heirs and assigns, that the Development shall be subject to the following restrictions authorized by the Town of Fairfield Zoning Regulations Section 10.18.6 for the Transit-Oriented Downtown District in which 333 Unquowa resides:

The Development is designated as a Transit-Oriented Downtown District as defined in the Town of Fairfield Zoning Regulations and is in accordance with the applicable regulations for state agencies that were in effect on the date of approval on April 10, 2018 by the Town of Fairfield Town Plan and Zoning Commission to construct a 90-unit residential building on the Development (the "Approval"). The Approval authorized the development of Ninety (90) residential dwelling units containing Nine (9) affordable housing dwelling units and is therefore subject to limitations on the maximum annual income of the household that may rent such affordable housing dwelling units. These limitations shall be strictly enforced, and may be enforced by the zoning enforcement authority of the Town of Fairfield against the record owner of the Development or the person identified in the affordability plan as responsible for the administration of these limitations.

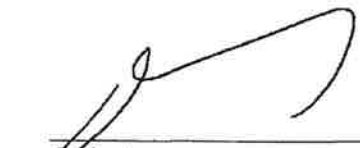
The restrictions herein set forth shall run with the land for so long as the Development exists, but not for less than Forty (40) years, from the date of initial occupancy of the affordable housing dwelling units.

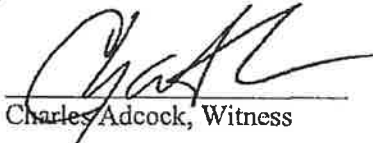
The restrictions are as follows:

Not less than Ten percent (10%) of the dwelling units in this Development, or Nine (9) units total, shall be affordable for and rented to persons and families whose annual income is less than or equal to eighty percent (80%) of the median household income for the Bridgeport, CT HUD Metro Fair Market Rent Area, as per Fairfield Zoning Regulation §10.18.6.

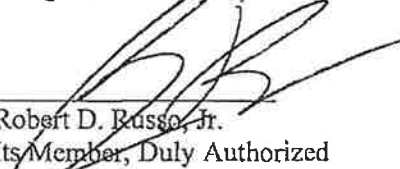
Additionally, as per Fairfield Zoning Regulation §10.18.6, the Development will be bound to its Affordability Plan and will provide all necessary information and documentation to ensure the construction and continued operation of affordable housing, including filing reports and supplying any other information as may be required by the Town Plan and Zoning Commission for the administration of its Regulations.

IN WITNESS WHEREOF the said **333 Unquowa Road, LLC** has caused these presents to be signed, acknowledged and delivered in its name by its duly authorized representative, this 2nd day of July, 2021.

  
\_\_\_\_\_  
Robert D. Russo, III, Witness

  
\_\_\_\_\_  
Charles Adcock, Witness

**333 UNQUOWA ROAD, LLC**

By:   
\_\_\_\_\_  
Robert D. Russo, Jr.  
Its Member, Duly Authorized

STATE OF CONNECTICUT )

COUNTY OF FAIRFIELD ) ss: Fairfield

On this the 2<sup>nd</sup> day of July, 2021, before me, the undersigned officer, personally appeared, Robert D. Russo, Jr., who acknowledged himself to be the Member of 333 Unquowa Road, LLC, and that she, as such Member of 333 Unquowa Road, LLC, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof I have hereunto set my hand.


  
\_\_\_\_\_  
Robert D. Russo, III  
Commissioner of the Superior Court



Exhibit A

ALL that certain piece or parcel of land, together with the buildings thereon, situated in the Town of Fairfield, County of Fairfield and State of Connecticut, and bounded and described as follows:-

**NORTHERLY:-** By land of the State of Connecticut, by a broken line, 904.7 feet;

**EASTERLY:-** By Unquowa Road, 120.0 feet;

**SOUTHERLY:-** By land now or formerly of the Boy E. Larson Fund, Inc., 807.5 feet; and,

**WESTERLY:-** By land now or formerly of Bruce and Marjorie Boston, 171 feet, more or less;

being the same premises acquired by two Deeds recorded in Volume 148 at Page 339 and in Volume 172 at Page 457 of the Fairfield Land Records, to which reference is hereby made for a more particular description.

LESS A PARCEL OF LAND CONVEYED BY The Knights of Columbus Home Of Fairfield, Inc. to The State of Connecticut by deed recorded in volume 352 at page 3 of the Fairfield Land Records.

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07/02/2021 01:49:31 PM  
Elizabeth P. Browne, Fairfield Town Clerk



# Beacon Square Properties

## 2-6 Beacon Square

- Calculation of Housing Unit Equivalent Points
- Vision Appraisal Property Description (1)
- Declaration of Restrictive Covenants

## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b>	Beacon Square Properties, LLC	<b>Set Aside:</b>	YES
<b>Address:</b>	2-6 Beacon Square	<b>Owner/Rental:</b>	RENTAL
<b>Developer:</b>	Beacon Square Properties, LLC	<b>Total # Units:</b>	26
<b>Property Mgr:</b>	Beacon Square Properties, LLC	<b># Affordable:</b>	8
<b>Date CO Issued:</b>	4/9/2024	<b># Market Rate:</b>	18

### Description of Development

Beacon Square Apartments is a 26-unit set aside development that was approved by the Town Plan & Zoning Commission on 3/22/2022 pursuant to CGS 8-30g, of which 30% or 8 units in total, are subject to deed restrictions, with 4 units restricted to persons or households with incomes at or below 60% of the area median income (AMI) and 4 units restricted to persons or households with incomes at or below 80% of the AMI.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development	18	0.25	4.5
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes ≤ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 80% of AMI	4	1.50	6
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 60% of AMI	4	2.00	8.0
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.50	
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>26</b>		<b>18.5</b>

## 2 BEACON SQUARE

**Location** 2 BEACON SQUARE

**Mblu** 76/ 57/ 11

**Acct#** 04734

**Owner** BEACON SQUARE  
PROPERTIES LLC

**Assessment** \$609,280

**Appraisal** \$870,400

**PID** 6274

**Building Count** 1

### Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$567,100	\$303,300	\$870,400
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$396,970	\$212,310	\$609,280

### Owner of Record

**Owner** BEACON SQUARE PROPERTIES LLC

**Sale Price** \$0

**Co-Owner**

**Certificate**

**Care Of**

**Book & Page** 6312/161

**Address** 90 PRIMROSE LANE

**Sale Date** 05/06/2022

FAIRFIELD, CT 06825-2358

**Instrument** 03

**Qualified** U

### Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
BEACON SQUARE PROPERTIES LLC	\$0		6312/161	03	05/06/2022
PARLAKKILIC OZLEM S	\$362,500		5434/0266	00	07/21/2016
DROB ANN	\$0		4920/0204	02	12/31/2012
DROB ANDREW L & ANN	\$0		0363/0426		06/26/1957

### Building Information

**Building 1 : Section 1**

**Year Built:**

2023

**Living Area:** 13,504  
**Replacement Cost:** \$1,394,811  
**Building Percent Good:** 40  
**Replacement Cost Less Depreciation:** \$557,900

**Building Attributes**

Field	Description
Style:	Apartment
Model	Comm/Ind
Grade	Average
Stories:	2
Occupancy	8.00
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Hardwood
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Central
Struct Class	
Bldg Use	Apartments
Total Rooms	44
Total Bedrms	17
Total Baths	20.5
Liv Area	
Effect Area	
1st Floor Use:	
Heat/AC	Heat/AC Pkgs
Frame Type	Wood Frame
Baths/Plumbing	Above Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Above Average
Wall Height	
% Comn Wall	

**Building Photo**



(https://images.vgsi.com/photos2/FairfieldCTPhotos/\0092\021\_92126.JPG)

**Building Layout**

Building Layout (ParcelSketch.ashx?pid=6274&bid=6191)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	6,073	6,073
FUS	Upper Story, Finished	6,073	6,073
FBM	Basement, Finished	2,716	1,358
FGR	Garage	3,021	0
FOP	Porch, Open, Finished	112	0
		17,995	13,504

**Extra Features**

Extra Features

No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1120  
**Description** Apartments  
**Zone** R3  
**Neighborhood** 0090  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Sqr Feet)** 15072  
**Depth** 0  
**Assessed Value** \$212,310  
**Appraised Value** \$303,300

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
FGR1	GARAGE-AVE			240.00 S.F.	\$6,900	1
FCP	CARPORT			200.00 S.F.	\$2,300	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$92,000	\$303,300	\$395,300
2021	\$92,000	\$303,300	\$395,300
2020	\$92,000	\$303,300	\$395,300

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$64,400	\$212,310	\$276,710
2021	\$64,400	\$212,310	\$276,710
2020	\$64,400	\$212,310	\$276,710

Return to:  
John F. Fallon, Esq.  
P.O. Box 541  
Fairfield, CT 06824



VOL 6493 PG 69  
03/28/2024 10:52:46 AM  
2 Pages  
DECLARATION OF REST

Elizabeth P. Browne, Fairfield Town Clerk

## DECLARATION OF RESTRICTIVE COVENANTS

Beacon Square Properties, LLC, owner in fee simple of property known as 2-6 Beacon Square, Fairfield, Connecticut and described more fully in Exhibit A (hereinafter the "Development"), hereby covenants and agrees for itself, its successors, heirs and assigns, that the Development shall be subject to the following restrictions authorized by section 8-30g of the Connecticut General Statutes:

The Development is a set aside development as defined in section 8-30g of the Connecticut General Statutes and in accordance with the applicable regulations for state agencies that were in effect on the date of the original initial local approval, March 22, 2022, containing affordable housing dwelling units, and is therefore subject to limitations on the maximum annual income of the household that may rent the designated affordable housing dwelling units, and on the maximum rental that may be charged for such affordable housing dwelling units. These limitations shall be strictly enforced, and may be enforced by the zoning enforcement authority of Fairfield against the record owner of the Development or the person identified in the affordability plan as responsible for the administration of these limitations.

The Restrictions herein set forth shall run with the land for a period of forty (40) years from the date of initial occupancy of said unit(s) to an eligible family or household. After the expiration of said forty (40) year period, the Restrictions shall be of no further force and effect. No less than two (2) two bedroom units and two (2) one bedroom units shall be rented to persons and families whose annual income is less than or equal to eighty percent (80%) of the median income as defined in subsection 8-30g-1 (10) of the Regulations of Connecticut State Agencies, and such units may be rented only at a rental equal to or less than the rental determined using the formula for maximum monthly rental amount stated in section 8-30g-8(d) of the Regulations of Connecticut State Agencies. In addition, no less than fifteen percent (15%) of the dwelling units, or two (2) two bedroom units and two (2) one bedroom units, shall be rented to persons and families whose annual income is less than or equal to 60 percent (60%) of the median income as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, and such units may be rented only at a rental equal to or less than the rental determined using the formula for maximum monthly rental amount stated in section 8-30g-8(e) of the Regulations of Connecticut State Agencies. The total number of units subject to these Restrictions shall be eight (8) units, constituting 30% of all units in the Development.

IN WITNESS WHEREOF, Turgut Parlakkilic, Managing Member of Beacon Square Properties, LLC has caused these presents to be signed, acknowledged and delivered in his name, this 28<sup>th</sup> day of March, 2024.

**BEACON SQUARE PROPERTIES, LLC**

  
\_\_\_\_\_  
J. BRIAN FATSE

  
\_\_\_\_\_  
BY: TURGUT PARLAKKILIC  
MANAGING MEMBER

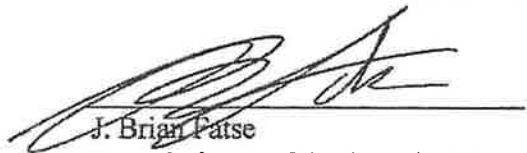
  
\_\_\_\_\_  
Eileen F. Sliva

State of Connecticut

County of Fairfield ss. Fairfield

On this the 28<sup>th</sup> day of March, 2024, before me, the undersigned officer, personally appeared Turgut Parlakkilic, Managing Member of Beacon Square Properties, LLC who executed the foregoing instrument for the purposes therein contained, by signing his name hereto.

In witness whereof I hereunto set my hand.

  
\_\_\_\_\_  
J. Brian Fatse  
Commissioner of the Superior Court

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03/28/2024 10:52:46 AM  
Elizabeth P. Browne, Fairfield Town Clerk





# Beacon View Drive

## 45-47 & 53-55 Beacon View Drive

- Calculation of Housing Unit Equivalent Points (45-47 Beacon View)
- Vision Appraisal Property Description (45 Beacon View)
- Declaration of Restrictive Covenants (45 Beacon View)
- Vision Appraisal Property Description (47 Beacon View)
- Declaration of Restrictive Covenants (47 Beacon View)
- Calculation of Housing Unit Equivalent Points (53-55 Beacon View)
- Vision Appraisal Property Description (53 Beacon View)
- Lease Agreement (53 Beacon View)
- Vision Appraisal Property Description (55 Beacon View)
- Lease Agreement (55 Beacon View)

## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b>	Beacon View Drive	<b>Set Aside:</b>	NO
<b>Address:</b>	45-47 Beacon View Drive	<b>Owner/Rental:</b>	OWNER
<b>Developer:</b>	Town of Fairfield	<b>Total # Units:</b>	2
<b>Property Mgr:</b>	N/A	<b># Affordable:</b>	2
<b>Date CO Issued:</b>	N/A	<b># Market Rate:</b>	0

### Description of Development

One duplex structure with two, three-bedroom units acquired through a People's Bank foreclosure action in 1993 whereby the Town of Fairfield was designated a development partner. Both units were sold with income restricted to CHFA eligibility or 80% AMI with a Declaration of Governance & Restrictions which runs in perpetuity. The property was further subdivided and a new duplex was constructed at 53-55 Beacon View Drive.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes $\leq$ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI	2	1.00	2
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.50	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.50	
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>2</b>		<b>2</b>

# 45 BEACON VIEW DRIVE

**Location** 45 BEACON VIEW DRIVE

**Mblu** 76/ 54/A / /

**Acct#** 21207

**Owner** MUSTAJAJ FLORA

**Assessment** \$164,640

**Appraisal** \$235,200

**PID** 21258

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$30,200	\$205,000	\$235,200
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$21,140	\$143,500	\$164,640

## Owner of Record

**Owner** MUSTAJAJ FLORA  
**Co-Owner**  
**Care Of**  
**Address** 45 BEACON VIEW DRIVE  
 FAIRFIELD, CT 06825-3704

**Sale Price** \$153,550  
**Certificate**  
**Book & Page** 5016/0273  
**Sale Date** 07/01/2013  
**Instrument** 25  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
MUSTAJAJ FLORA	\$153,550		5016/0273	25	07/01/2013
HALEY JOSEPH 1/2 & MICHELLE 1/2	\$0		5016/0271	25	07/01/2013
HALEY JOSEPH 1/2 & KEVIN & LAURA 1/2	\$0		3921/0152	02	03/08/2007
HALEY CHRISTINE/EST	\$0		3156/0147		01/06/2004
HALEY CHRISTINE	\$0		1349/0245		01/20/1994

## Building Information

**Building 1 : Section 1**

**Year Built:** 1942  
**Living Area:** 960  
**Replacement Cost:** \$63,998  
**Building Percent Good:** 45  
**Replacement Cost Less Depreciation:** \$28,800

**Building Photo**



(<https://images.vgsi.com/photos2/FairfieldCTPhotos/A02\04\75\95.jpg>)

**Building Layout**



(ParcelSketch.ashx?pid=21258&bid=21305)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	480	480
FUS	Upper Story, Finished	480	480
FSP	Porch, Screen, Finished	140	0
		1,100	960

Building Attributes	
Field	Description
Style:	1/2 Duplex
Model	Residential
Grade:	02
Stories:	2 Stories
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	Carpet
Heat Fuel	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	5 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Extra Features**

**Extra Features**

No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1015  
**Description** 1/2 Duplex Residential  
**Zone** R3  
**Neighborhood** 0090  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 5176  
**Depth** 0  
**Assessed Value** \$143,500  
**Appraised Value** \$205,000

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SHD1	SHED FRAME			96.00 S.F.	\$1,400	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$30,200	\$205,000	\$235,200
2021	\$30,200	\$205,000	\$235,200
2020	\$30,200	\$205,000	\$235,200

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$21,140	\$143,500	\$164,640
2021	\$21,140	\$143,500	\$164,640
2020	\$21,140	\$143,500	\$164,640

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made this 22 day of March, 1993, by PEOPLE'S BANK, which is organized and existing under the laws of the State of Connecticut, and whose address is 850 Main Street, Bridgeport, Connecticut 06604.

000842

**W I T N E S S E T H:**

THAT, People's Bank ("PEOPLE'S"), is the owner of that certain parcel of land, together with the duplex apartment located thereon (the "Duplex"), known as 45-47 Beaconview Drive, Fairfield, Connecticut 06430 and more particularly described on Schedule A attached hereto and made a part hereof (the "Property");

THAT, the Town of Fairfield (the "TOWN") is interested in providing affordable owner-occupied housing for persons of low and moderate income (the "Program");

THAT, the Town administers a housing rehabilitation program, financed by Community Development Block Grant funds, to benefit persons of low and moderate income;

THAT, PEOPLE'S has agreed to assist the TOWN in its implementation of the Program, by permitting the TOWN to finance the renovation and subdivision of the Duplex into two (2) legally separate single family residences ("Residence" or "Residences") that may be sold by PEOPLE'S to subsequent purchasers who are qualified to take part in the Program, pursuant to that certain Agreement by and between People's and the Town dated 3/22/93;

THAT, the aims and goals of the Program can best be achieved by encouraging owner/occupancy of the Residences after they have been renovated and subdivided, and by selecting purchasers for the Residences who have indicated an interest and willingness to participate in the Program;

THAT, the TOWN wishes to preserve and maintain the use, occupancy and benefit of the Property for persons of moderate income in order to further attain the goals and purposes of the Program;

THAT, in order to achieve such aims and goals of the Program, PEOPLE'S and the TOWN have determined that the Property shall be subject to certain restrictive covenants and agreements, as more particularly set forth below;

THAT, although the TOWN does not have, and will not in the future have, any ownership interest in the Property or either of the Residences (except in the limited circumstances set forth herein), it is agreed that the TOWN, as the entity implementing the Program and financing the renovation and subdivision of the Property, shall have the full and exclusive right to enforce such restrictive covenants and agreements, as more particularly set forth below;

NOW, THEREFORE, in furtherance of the Program, PEOPLE'S does hereby impose the following restrictive covenants and agreements upon the Property, which covenants shall be deemed to be covenants running with the land, and which shall be binding upon any owner or occupant of a Residence, their heirs, executors, administrators and assigns, subject to the provisions herein, and which shall inure to the benefit of PEOPLE'S, the TOWN, and their successors and assigns.

#### ARTICLE I

##### OCCUPANCY RESTRICTIONS

1) By acceptance of a deed to a Residence, or by occupying any portion of the Property, the owner of it represents and acknowledges that such Residence or portion of the Property has been accepted for the personal occupancy of his immediate family. The Residence or portion of the Property shall be owned and occupied by persons or families who at the time of occupancy thereof, are of moderate income, as defined by the Connecticut Housing Finance Authority ("CHFA") Single Family Program or the United States Department of Housing and Urban Development ("HUD").

2) Any such Residence shall be occupied by the owner thereof, the members of his or her immediate family and their temporary guests, and shall be used as a single-family residence, as defined by the CHFA Single Family Program. Immediate family shall be deemed to include an attendant of a handicapped or disabled immediate family member.

3) In the event that any Residence shall be occupied in violation of the provisions herein, for an initial period of three (3) months (whether such occupancy is continuous or not) after the owner of such Residence has been notified in writing by the TOWN that he or she is in violation of the covenants herein contained, then, in such event, the TOWN shall have the right to purchase that Residence at the price paid for it by the owner without upward adjustment as hereinafter set forth in ARTICLE II, but with downward adjustment for damage or deterioration as set forth in that ARTICLE. The TOWN shall give the owner notice of election by registered or certified mail, or by hand-delivery at his last known address, and shall record a copy of such notice

together with the certificate that notice of election has been given, in the Fairfield Land Records. Title shall close within ninety (90) days of recording such notice in the Fairfield Land Records, at which time possession shall be delivered to the TOWN.

ARTICLE II

FORMULA PRICE FOR RESALE OF RESIDENCES

1) The minimum initial sales price of each Residence shall be \$72,500.00.

2) After the initial sale of the Residences, the price at which any Residence subject to this Declaration of Covenants and Restrictions may be resold to qualified purchasers, as defined in ARTICLE I, shall be hereinafter referred to as the "Formula Price". The Formula Price shall be equal to the fair market value of such Residence at the time of such resale, multiplied by the Formula Price Index, as hereinafter defined. Initially, the Formula Price shall be equal to the amount of the initial mortgage on the Residence (the "Initial Formula Price"). The Formula Price Index is derived by dividing the Initial Formula Price by the current fair market value of the Residence. It is agreed that the Formula Price Index is equal to eighty-five ( 85 %) percent.

Devise or inheritance shall not cause a recalculation of the Formula Price.

3) The Formula Price, shall be adjusted so as to include (a) an additional amount for any reasonable and verifiable costs for improvements or alterations, excepting therefrom any costs for ordinary maintenance and repairs; and/or (b) a deduction for any damage or deterioration, subject to paragraph 3 below. Notwithstanding the foregoing, the adjustments contemplated in this paragraph 3 shall only be made if, and to the extent that, such adjustments have not already been taken into account in determining the fair market value of the Residence at the time of resale.

4) Notwithstanding anything contained in this Declaration of Covenants and Restrictions, the Formula Price may never be reduced to an amount which is lower than (i) the Initial Formula Price or (ii) the amount of the mortgage on the Residence at the time of adjustment, whichever shall be higher.

5) Where it is necessary to derive the fair market value of a Residence, in accordance with this ARTICLE II, such fair market value shall be established by independent appraisal (an "Appraisal"), provided by the owner of such Residence at his sole cost and expense. The Appraisal shall be conducted by a "Licensed Residential Appraiser", as that term is defined in



Section 20-311(6) (B) of the Connecticut General Statutes, as the same may be amended from time to time.

ARTICLE III

RESALE RESTRICTIONS

No owner may effectively dispose of a Residence or any interest therein without first offering the same to the TOWN upon the terms and conditions hereinafter provided for.

1) The owner intending to make a bona fide sale of his Residence or any interest therein, shall give to the TOWN written notice of such intention to place his Residence on the market. Within thirty (30) days of receipt of such notice, the TOWN shall provide the Residence owner with the calculation of the Formula Price at which the Residence may be offered for resale and a determination as to the HUD or CHFA income limits which must be met by any purchaser of the Residence.

2) In the event a bona fide offer to pay the Formula Price, as set by the TOWN, is made by a potential purchaser who meets the income and other criteria, as determined by the TOWN, (hereinafter "Outside Offer") and the TOWN receives notice of such Outside Offer, including the name and address of the intended purchaser, the terms and conditions of the sale and such other information as will enable the TOWN to determine whether or not the intended purchaser qualifies for the Program, then the TOWN shall thereafter have a period of twenty (20) days within which it may buy the Residence on the same terms and conditions as contained in the Outside Offer ("Right of First Refusal"). If the TOWN is going to buy the Residence, then within such twenty (20) day period, the TOWN shall deliver or mail, by registered mail, to the Residence owner, an agreement to purchase the Residence, in the form attached hereto as Exhibit B and made a part hereof, and the sale shall be closed within ninety (90) days of the date that the TOWN delivers or mails such agreement to purchase to the Residence owner. Upon the failure of the TOWN to exercise such Right of First Refusal within the twenty (20) day period referenced herein, the Residence owner shall be free to contract to sell his Residence without regard to the Right of First Refusal to such outside purchaser, provided the sale is upon substantially the same terms and conditions submitted to, and set and approved by the TOWN.

3) If the TOWN does not elect to exercise its Right of First Refusal within twenty (20) days after the receipt of the notice described in subparagraph (2) above, the TOWN shall immediately issue a certificate, in recordable form, which certificate shall be delivered to the Residence owner, indicating that the TOWN does not desire to exercise its Right of First Refusal. Any purchaser of a Residence, other than the initial

purchaser, must obtain such a "Waiver of Right of First Refusal" and record it in the Town Clerk's Office of the Town of Fairfield contemporaneously with the recording of the purchaser's deed to the Residence.

4) All Residence owners and occupants, shall hold title to their Residences subject to all of the covenants and restrictions contained in this Declaration including this Right of First Refusal. These restrictions shall apply to any subsequent sale of the Residence.

5) There is an absolute prohibition against leasing the whole of any Residence at the Property. All of the Residences are to be owner-occupied. For this reason, this ARTICLE does not contain restrictions pertaining to leasing nor does it give the TOWN a Right of First Refusal with respect thereto. The provisions of this Paragraph 5 are modified with respect to a mortgagee acquiring a Residence by foreclosure or deed in lieu of foreclosure as set forth in ARTICLE VII, and with respect to the leasing of a portion of the Residence to third parties.

6) The TOWN shall not have a Right of First Refusal when a Residence is devised or inherited.

#### ARTICLE IV

##### FINANCING RESTRICTIONS

No Residence shall be mortgaged, nor shall any financing arrangement be entered into, resulting in a lien upon any Residence which shall exceed ninety-five (95%) percent of the Formula Price at the time of such mortgage or the creation of such lien, unless the same has been approved in writing by the TOWN, which approval shall not be unreasonably withheld or delayed.

#### ARTICLE V

##### ASSIGNABILITY

When the TOWN has acquired any right to purchase any Residence or any interest in the Property, pursuant to any rights herein, all rights of purchase so acquired may be assigned by the TOWN.

#### ARTICLE VI

##### DISPUTE PROCEDURE

1) Any controversy or dispute arising out of anything

contained herein and, without limiting the foregoing, any rights, duties, title or estate arising herefrom or claimed hereunder, or out of the failure or refusal to perform any obligation or duty relating thereto, shall be settled by submitting such dispute first to the TOWN. In the event such controversy or dispute cannot be resolved by the TOWN, then it shall be submitted to a single arbitrator appointed by the Board of Selectmen of the TOWN and the decision of such arbitrator shall be final and binding. Such arbitrator shall have the right to decide all factual, legal and equitable issues and to grant or order such relief as may be necessary, including but not limited to the granting of injunctive relief, specific performance of rights under any contract or right of purchase, or the determination of the title or estate of any party in and to the matter which is the subject of such arbitration.

2) The cost of arbitration shall be borne equally by the parties, except, however, the arbitrator shall have the right in case of a willful breach of covenant herein or obligation in connection therewith to direct the defaulting party to pay the cost of the arbitrator and the reasonable counsel fees of the other party. Any person who shall claim an interest in any Residence or the Property, or occupy any such Residence or the Property as a result of the violation of any covenant herein, shall, at the option of the TOWN, be bound by this covenant to arbitrate as to any interest such person might have in any Residence or the Property.

#### ARTICLE VII

##### MORTGAGES

The provisions of in this Agreement shall not apply to the acquisition of a Residence by a mortgagee or its successors or assigns who shall acquire title to such Residence by foreclosure or by deed in lieu of foreclosure. The provisions of this Agreement shall not apply with respect to the sale of such Residence and to any purchaser of such Residence from such mortgagee. Notwithstanding the prohibitions against leasing contained herein, the mortgagee may lease such Residence during the period in which it is attempting to sell it.

#### ARTICLE VIII

##### AMENDMENT OR TERMINATION OF COVENANTS AND RESTRICTIONS

The covenants and restrictions herein may be amended or terminated by the unanimous written approval of the following: (i) the TOWN, (ii) one hundred (100%) percent of the owners of the Property and (iii) all the holders of first mortgages on the Residences or the Property; provided that no such amendment shall

obligate any Residence owner to pay any sum of money.

**ARTICLE IX**

**ENFORCEMENT**

Although the TOWN does not presently have any ownership interest in any of the Residences, the TOWN, as the entity implementing the Program and financing the renovation and subdivision of the Property, shall have the right and authority to enforce all of the restrictive covenants and agreements, contained herein.

**ARTICLE X**

**GENERAL PROVISIONS**

- 1) All rights and privileges reserved and conferred upon the TOWN herein may be exercised by any duly authorized agency, board, commission, committee person or other appropriate body or process of bodies (the "Agency") of the TOWN. Any Agency acting in the place and stead of the TOWN shall have the right to exercise all the rights and privileges herein reserved and conferred upon the TOWN. Any such Agency shall be subject to the same obligations and duties as the TOWN hereunder.
- 2) The covenants and restrictions herein contained shall be perpetual and shall run with the land unless and until terminated as provided above.
- 3) In the event that any provision herein shall be deemed to be invalid, such invalidation shall in no way affect the remaining provisions herein.

IN WITNESS WHEREOF, PEOPLE'S BANK, acting herein by Dorothea e. Brennan, its First Vice President, duly authorized, has hereunto caused to be set its corporate name and seal the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

Renton Hayward  
Deetta Jameson

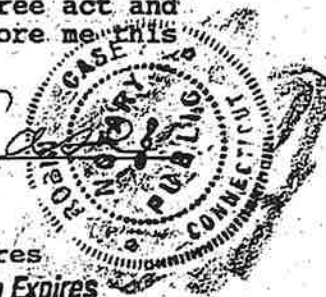
PEOPLE'S BANK

By: Dorothea E. Brennan  
Dorothea E. Brennan  
Its First Vice President

STATE OF CONNECTICUT )  
 )  
FAIRFIELD ) ss.: Bridgeport COUNTY OF

Personally appeared Dorothea E. Brennan, First Vice President, of People's Bank, signer and sealer of the foregoing instrument who acknowledged the same to be his/her free act and deed and the free act and deed of People's Bank, before me, this 20<sup>th</sup> day of March, 1993.

*Robert C. [Signature]*



Notary Public  
My Commission Expires

My Commission Expires  
October 31, 1997

SCHEDULE A

DESCRIPTION FOR NO. 45 BEACON VIEW DRIVE

All that certain parcel of land with the improvements thereon comprising the Southerly portion of Lot 35 as shown on a map entitled "Knapps Highway, Fairfield, Connecticut, No. 6071, Section No. 3" dated April 7, 1947, on file in The Fairfield Town Clerk's Office as Map No. 2755. Said parcel being bounded and described as follows.

Beginning at the point where the boundary separating Lot 36 from land herein described, intersects the Westerly street line of Beacon View Drive.

- Thence S56 02' 37"W, 153.80', along a radial line along Lots 36 and 37 on said above map.
- Thence N32 46' 50"W, 44.30' along Lot 38 on said map.
- Thence N64 53' 53"E, 89.54' along the remaining Northerly portion of said Lot 35.
- Thence N61 11' 41"E, 30.12 along the centerline of a party wall of a 2 story duplex dwelling, again along the remaining Northerly portion of said Lot 35.
- Thence N55 48' 00"E, 35.87' still along the Northerly portion of said Lot 35 and
- Thence Southerly by a curve to the left having a radius of 271.82' and an arc distance of 28.00' along the Westerly street line of Beacon View Drive to the point of beginning.

Said parcel contains 5,176 square feet.



SCHEDULE A

DESCRIPTION FOR NO. 45 BEACON VIEW DRIVE

All that certain parcel of land with the improvements thereon comprising the Southerly portion of Lot 35 as shown on a map entitled "Knapps Highway, Fairfield, Connecticut, No. 6071, Section No. 3" dated April 7, 1947, on file in The Fairfield Town Clerk's Office as Map No. 2755. Said parcel being bounded and described as follows.

Beginning at the point where the boundary separating Lot 36 from land herein described, intersects the Westerly street line of Beacon View Drive.

Thence S56° 02' 37"W, 153.80', along a radial line along Lots 36 and 37 on said above map.

Thence N32° 46' 50"W, 44.30' along Lot 38 on said map.

Thence N64° 53' 53"E, 89.54' along the remaining Northerly portion of said Lot 35.

Thence N61° 11' 41"E, 30.12' along the centerline of a party wall of a 2 story duplex dwelling, again along the remaining Northerly portion of said Lot 35.

Thence N55° 48' 00"E, 35.87' still along the Northerly portion of said Lot 35 and

Thence Southerly by a curve to the left having a radius of 271.82' and an arc distance of 28.00' along the Westerly street line of Beacon View Drive to the point of beginning.

Said parcel contains 5,176 square feet.

Said parcel also being designated as Parcel A on a map entitled "Map of Property for The Town of Fairfield, Fairfield, Conn." dated January 19, 1993, made by The Huntington Company, Engineers and Surveyors, Fairfield, Conn, which map is filed or will be filed in the Fairfield Town Clerk's Office.

0188K/1-7

RECEIVED FOR RECORD

JAN 20 1994 AT 2:21 P. M.

ATTEST: *Marquise H. Little*  
TOWN CLERK

# 47 BEACON VIEW DRIVE

**Location** 47 BEACON VIEW DRIVE

**Mblu** 76/ 54/ 11

**Acct#** 08379

**Owner** RABBITT TANYA L

**Assessment** \$168,700

**Appraisal** \$241,000

**PID** 6270

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$28,800	\$212,200	\$241,000

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$20,160	\$148,540	\$168,700

## Owner of Record

**Owner** RABBITT TANYA L  
**Co-Owner**  
**Care Of**  
**Address** 47 BEACON VIEW DRIVE  
FAIRFIELD, CT 06824-3704

**Sale Price** \$92,000  
**Certificate**  
**Book & Page** 1293/0092  
**Sale Date** 08/31/1993  
**Instrument** 1L  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
RABBITT TANYA L	\$92,000		1293/0092	1L	08/31/1993
PASSECK LAWRENCE H JR &	\$0		00793/0110		12/31/1986

## Building Information

### Building 1 : Section 1

**Year Built:** 1942  
**Living Area:** 960  
**Replacement Cost:** \$63,998  
**Building Percent Good:** 45



Replacement Cost

Less Depreciation: \$28,800

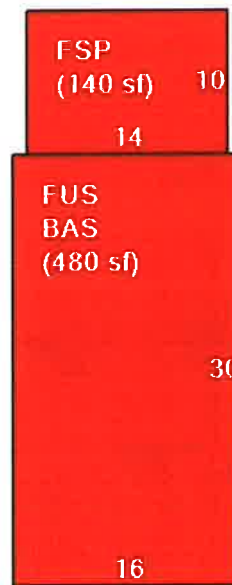
Building Attributes	
Field	Description
Style:	1/2 Duplex
Model	Residential
Grade:	02
Stories:	2 Stories
Occupancy	2
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	Carpet
Heat Fuel	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	5 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	02
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0088/IMG\\_0769\\_881](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0088/IMG_0769_881))

**Building Layout**



(ParcelSketch.ashx?pid=6270&bid=6187)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	480	480
FUS	Upper Story, Finished	480	480
FSP	Porch, Screen, Finished	140	0
		1,100	960

**Extra Features**

Extra Features
No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1015  
**Description** 1/2 Duplex Residential  
**Zone** R3  
**Neighborhood** 0090  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 6061  
**Depth** 0  
**Assessed Value** \$148,540  
**Appraised Value** \$212,200

**Outbuildings**

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$28,800	\$212,200	\$241,000
2021	\$28,800	\$212,200	\$241,000
2020	\$28,800	\$212,200	\$241,000

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$20,160	\$148,540	\$168,700
2021	\$20,160	\$148,540	\$168,700
2020	\$20,160	\$148,540	\$168,700

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made this 24 day of AUGUST, 1993, by PEOPLE'S BANK, which is organized and existing under the laws of the State of Connecticut, and whose address is 850 Main Street, Bridgeport, Connecticut 06604.

WITNESSETH:

009615  
019600

THAT, People's Bank ("PEOPLE'S"), is the owner of that certain parcel of land, together with the duplex apartment located thereon (the "Duplex"), known as 45-47 Beaconview Drive, Fairfield, Connecticut 06430 and more particularly described on Schedule A attached hereto and made a part hereof (the "Property");

THAT, the Town of Fairfield (the "TOWN") is interested in providing affordable owner-occupied housing for persons of low and moderate income (the "Program");

THAT, the Town administers a housing rehabilitation program, financed by Community Development Block Grant funds, to benefit persons of low and moderate income;

THAT, PEOPLE'S has agreed to assist the TOWN in its implementation of the Program, by contributing the Property to the Program in exchange for the TOWN's agreement to finance the renovation and subdivision of the Duplex into two (2), legally separate, single family residences ("Residence" or "Residences") that may be sold by PEOPLE'S to subsequent purchasers who are qualified to take part in the Program, as set forth below;

THAT, the aims and goals of the Program can best be achieved by encouraging owner/occupancy of the Residences after they have been renovated and subdivided, and by the selection of purchasers for them who have indicated an interest and a willingness to participate in the Program;

THAT, the TOWN wishes to preserve and maintain the use, occupancy and benefit of the Property for persons of moderate income in order to further attain the goals and purposes of the Program;

THAT, in order to best achieve such aims and goals of the Program, PEOPLE'S and the TOWN have determined that the Property shall be subject to certain restrictive covenants and agreements, as more particularly set forth below;

THAT, although the TOWN does not have, and will not in the future have, any ownership interest in the Property or either of the Residences (except in the limited circumstances set forth herein), it is agreed that the TOWN, as the entity implementing the Program and financing the renovation and subdivision of the Property, shall have the full and exclusive right to enforce such restrictive covenants and agreements, as more particularly set forth below;

NOW, THEREFORE, in furtherance of the Program, PEOPLE'S does hereby impose the following restrictive covenants and agreements upon the Property, which covenants shall be deemed to be covenants running with the land, and which shall be binding upon any owner or occupant of a Residence, their heirs, executors, administrators and assigns, and which shall inure to the benefit of PEOPLE'S, the TOWN, and their successors and assigns.

#### ARTICLE I

##### OCCUPANCY RESTRICTIONS

1) By acceptance of a deed to a Residence, or by occupying any portion of the Property, the owner of it represents and acknowledges that such Residence or portion of the Property has been accepted for the personal occupancy of his immediate family. The Residence or portion of the Property shall be owned and occupied by persons or families who at the time of occupancy thereof, are of moderate income, as defined by the Connecticut Housing Finance Authority ("CHFA") Single Family Program or the United States Department of Housing and Urban Development ("HUD").

2) Any such Residence shall be occupied by the owner thereof, the members of his immediate family and their temporary guests only, and shall be used solely as a single-family residence. "Immediate family" as used herein shall mean the spouse of an owner, issue of the owner or of his spouse, a parent or parents of the owner or of his spouse, or such other person who is recognized and approved in writing by the TOWN as a bona fide member of such family unit. Immediate family shall be deemed to include an attendant of a handicapped or disabled immediate family member. Any dispute as to who is a member of the "immediate family" shall be resolved by the TOWN or, if necessary, by arbitration as hereinafter provided.

3) In the event that any Residence shall be occupied by any person or persons not authorized herein to occupy the same, for an initial period of three (3) months (whether such occupancy is continuous or not) after the owner of such Residence has been notified in writing by the TOWN that he is in violation of the covenants herein contained, then, in such event, the TOWN shall have the right to purchase that Residence at the price paid for

it by the owner without upward adjustment as hereinafter set forth in ARTICLE II, but with downward adjustment for damage or deterioration as set forth in that ARTICLE. The TOWN shall give the owner notice of election by registered or certified mail, or by hand-delivery at his last known address, and shall record a copy of such notice together with the certificate that notice of election has been given, in the Fairfield Land Records. Title shall close within ninety (90) days of recording such notice in the Fairfield Land Records, at which time possession shall be delivered to the TOWN.

ARTICLE II

FORMULA PRICE

1) The price at which any Residence subject to this Declaration of Covenants and Restrictions may be sold to qualified purchasers, as defined in ARTICLE I, shall be hereinafter referred to as the "Formula Price". The Formula Price shall be equal to the fair market value of such Residence at the time of such sale, multiplied by the Formula Price Index, as hereinafter defined. Initially, the Formula Price shall be equal to the amount of the initial mortgage on the Residence (the "Initial Formula Price"). The Formula Price Index is derived by dividing the Initial Formula Price by the current fair market value of the Residence. It is agreed that the Formula Price Index is equal to Eighty-Five (85%) percent.

Devise or inheritance shall not cause a recalculation of the Formula Price.

2) The Formula Price, however, as set by the TOWN, may be adjusted so as to include (a) an additional amount for any reasonable and verifiable costs for improvements or alterations, excepting therefrom any costs for ordinary maintenance and repairs, made with the written approval of the TOWN; (b) a deduction for any damage or deterioration, subject to paragraph 3 below. Notwithstanding the foregoing, the adjustments contemplated in this paragraph 2 shall only be made if, and to the extent that, such adjustments have not already been taken into account in determining the fair market value of the Residence at the time of sale.

3) Notwithstanding anything contained in this Declaration of Covenants and Restrictions, the Formula Price may never be reduced to an amount which is lower than (i) the Initial Formula Price or (ii) the amount of the mortgage on the Residence at the time of adjustment, whichever shall be higher.

4) Where it is necessary to derive the fair market value of a Residence, in accordance with this Article II, such fair market value shall be established by independent appraisal (an "Appraisal"), provided by the owner of such Residence at his sole

cost and expense. The Appraisal shall (i) be conducted by a "Licensed Residential Appraiser", as that term is defined in Section 20-311(6)(B) of the Connecticut General Statutes, as the same may be amended from time to time and (ii) be acceptable to the Town, in its sole and absolute discretion.

### ARTICLE III

#### RESALE RESTRICTIONS

No owner may effectively dispose of a Residence or any interest therein without first offering the same to the TOWN upon the terms and conditions hereinafter provided for.

1) The owner intending to make a bona fide sale of his Residence or any interest therein, shall give to the TOWN written notice of such intention to place his Residence on the market. Within thirty (30) days of receipt of such notice, the TOWN shall provide the Residence owner with the calculation of the Formula Price at which the Residence may be offered for resale and a determination as to the HUD or CHFA income limits which must be met by any purchaser of the Residence.

2) In the event a bona fide offer to pay the Formula Price, as set by the TOWN, is made by a potential purchaser who meets the income and other criteria, as determined by the TOWN, (hereinafter "Outside Offer") and the TOWN receives notice of such Outside Offer, including the name and address of the intended purchaser, the terms and conditions of the sale and such other information as will enable the TOWN to determine whether or not the intended purchaser qualifies for the Program, then the TOWN shall thereafter have a period of twenty (20) days within which it may buy the Residence on the same terms and conditions as contained in the Outside Offer ("Right of First Refusal"). If the TOWN is going to buy the Residence, then within such twenty (20) day period, the TOWN shall deliver or mail, by registered mail, to the Residence owner, an agreement to purchase the Residence, and the sale shall be closed within ninety (90) days of the date that the TOWN delivers or mails such agreement to purchase to the Residence owner. Upon the failure of the TOWN to exercise such Right of First Refusal, the Residence owner shall be free to contract to sell his Residence without regard to the Right of First Refusal within forty-five (45) days after the expiration of the period in which the TOWN might have accepted such offer, to such outside purchaser, provided the sale is upon the same terms and conditions submitted to, and set and approved by, the TOWN. In the event the offering Residence owner shall not, within such forty-five (45) day period, so contract to sell such Residence or if the Residence owner shall so contract to sell his Residence within such forty-five (45) day period, but such sale shall not be consummated pursuant to the terms of such contract, then should such offering Residence owner thereafter

elect to sell such Residence, to the same or other outside Purchaser, whether or not on the same or other terms and conditions, the offering Residence owner shall be required to again comply with all of the terms and provisions of this section.

VO: 1293 PAGE 087

3) If the TOWN does not elect to exercise its Right of First Refusal within twenty (20) days after the receipt of the notice described in subparagraph (2) above, the TOWN shall issue a certificate, in recordable form, which certificate shall be delivered to the Residence owner, indicating that the TOWN does not desire to exercise its Right of First Refusal. Any purchaser of a Residence, other than the first purchaser from the TOWN, must obtain such a "Waiver of Right of First Refusal" and record it in the Town Clerk's Office of the Town of Fairfield contemporaneously with the recording of the purchaser's deed to the Residence.

4) All Residence owners or occupants, including any new Residence owners or occupants shall hold title to their Residences subject to all of the covenants and restrictions contained in this Declaration including this Right of First Refusal. These restrictions shall apply to any subsequent sale of the Residence.

5) There is an absolute prohibition against leasing any Residence at the Property. All of the Residences are to be owner-occupied. For this reason, this ARTICLE does not contain restrictions pertaining to leasing nor does it give the TOWN a Right of First Refusal with respect thereto. The provisions of this Paragraph 5 are modified with respect to a mortgagee acquiring a Residence by foreclosure or deed in lieu of foreclosure as set forth in ARTICLE VII.

6) The TOWN shall not have a Right of First Refusal when a Residence is devised or inherited.

ARTICLE IV

FINANCING RESTRICTIONS

No Residence shall be mortgaged, nor shall any financing arrangement be entered into, resulting in a lien upon any Residence which shall exceed ninety-five (95%) percent of the Formula Price at the time of such mortgage or the creation of such lien, unless the same has been approved in writing by the TOWN.

**ARTICLE V**

**ASSIGNABILITY**

When the TOWN has acquired any right to purchase any Residence or any interest in the Property, pursuant to any rights herein, all rights of purchase so acquired may be assigned by the TOWN.

**ARTICLE VI**

**DISPUTE PROCEDURES**

1) Any controversy or dispute arising out of anything contained herein and, without limiting the foregoing, any rights, duties, title or estate arising herefrom or claimed hereunder, or out of the failure or refusal to perform any obligation or duty relating thereto, shall be settled by submitting such dispute first to the TOWN. In the event such controversy or dispute cannot be resolved by the TOWN, then it shall be submitted to a single arbitrator appointed by the Board of Selectmen of the TOWN and the decision of such arbitrator shall be final and binding. Such arbitrator shall have the right to decide all factual, legal and equitable issues and to grant or order such relief as may be necessary, including but not limited to the granting of injunctive relief, specific performance of rights under any contract or right of purchase, or the determination of the title or estate of any party in and to the matter which is the subject of such arbitration.

2) The cost of arbitration shall be borne equally by the parties, except, however, the arbitrator shall have the right in case of a willful breach of any covenant herein or obligation in connection therewith to direct the defaulting party to pay the cost of the arbitrator and the reasonable counsel fees of the other party. Any person who shall claim an interest in any Residence or the Property, or occupy any such Residence or the Property as a result of the violation of any covenant herein, shall, at the option of the TOWN, be bound by this covenant to arbitrate as to any interest such person might have in any Residence or the Property.

**ARTICLE VII**

**MORTGAGES**

The Resale Restrictions of ARTICLE III shall not apply to the acquisition of a Residence by a mortgagee who shall acquire title to such Residence by foreclosure or by deed in lieu of foreclosure. However, the provisions of ARTICLE III shall apply with respect to the sale of such Residence and to any purchaser of such Residence from such mortgagee. Any mortgagee acquiring



title to a Residence by foreclosure or deed in lieu of foreclosure shall use its best efforts to sell such Residence as expeditiously as possible. Notwithstanding the prohibitions against leasing contained herein, the mortgagee may lease such Residence during the period in which it is attempting to sell it, but any such tenancy shall be on a month-to-month basis only.

**ARTICLE VIII**

**AMENDMENT OR TERMINATION OF COVENANTS AND RESTRICTIONS**

The covenants and restrictions herein may be amended or terminated by the unanimous written approval of the following: (i) the TOWN, (ii) one hundred (100%) percent of the owners of the Property and (iii) all the holders of first mortgages on the Residences or the Property; provided, that no such amendment shall obligate any Residence owner to pay any sum of money.

**ARTICLE IX**

**ENFORCEMENT**

Although the TOWN does not presently have any ownership interest in any of the Residences, the TOWN, as the entity implementing the Program and financing the renovation and subdivision of the Property, shall have the full and exclusive right and authority to enforce all of the restrictive covenants and agreements, contained herein.

**ARTICLE X**

**GENERAL PROVISIONS**

1) All rights and privileges reserved and conferred upon the TOWN herein may be exercised by any duly authorized agency, board, commission, committee person or other appropriate body or process of bodies (the "Agency") of the TOWN. Any Agency acting in the place and stead of the TOWN shall have the right to exercise all the rights and privileges herein reserved and conferred upon the TOWN. Any such Agency shall be subject to the same obligations and duties as the TOWN hereunder.

2) The covenants and restrictions herein contained shall be perpetual and shall run with the land unless and until terminated as provided above.

3) In the event that any provision herein shall be deemed to be invalid, such invalidation shall in no way affect the remaining provisions herein.

IN WITNESS WHEREOF, PEOPLE'S BANK, acting herein by Dorothea E. Brennan, its First Vice President, duly authorized, has hereunto caused to be set its corporate name and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

PEOPLE'S BANK

Maria Hunter  
Maria Hunter

BY: Dorothea E. Brennan

Its First Vice President  
Duly Authorized

Geetha Ganesan  
Geetha Ganesan

STATE OF CONNECTICUT )

ss.: Fairfield

Aug 24, 1993

COUNTY OF FAIRFIELD )

Personally appeared, Dorothea E. Brennan, First Vice President, of People's Bank, signer and sealer of the foregoing instrument who acknowledged the same to be his/her free act and deed and the free act and deed of People's Bank, before me.

Roy G. Gattuso  
Notary Public  
My Commission Expires:



SCHEDULE A

DESCRIPTION FOR 47 BEACON VIEW DRIVE

All that certain parcel of land with the improvements thereon comprising the Northerly portion of Lot 35 as shown on a map entitled "Knapps Highway, Fairfield, Connecticut, No. 6071, section No. 3" dated April 7, 1947, on file in The Fairfield Town Clerk's Office as Map No. 2755. Said parcel being bounded and described as follows:

Beginning at the point where the boundary separating Lot 34 from land herein described intersects the Westerly street line of Beacon View Drive.

Thence Southerly by a curve to the left having a radius of 271.82' and an arc distance of 28.00' along the Westerly street line of Beacon View Drive.

Thence 855° 48' 00"W, 35.87' along the remaining Southerly portion of said Lot 35.

Thence S61° 11' 41"W, 30.12' along the centerline of a party wall of a 2 story duplex dwelling again along the remaining Southerly portion of said Lot 35.

Thence S64° 53' 53"W, 89.54' still along the remaining Southerly portion of said Lot 35.

Thence N32° 46' 50"W, 44.29' along Lot 38 on said map, and

Thence N67° 50' 50"E, 161.14' along a radial line along Lot 34 on said map, to the point of beginning

Said parcel contains 6,061 square feet.

Said parcel also being designated as Parcel B on a map entitled "Map of Property for The Town of Fairfield, Fairfield, Conn." dated January 19, 1993, made by The Huntington Company, Engineers and Surveyors, Fairfield, Conn., which map is filed or will be filed in The Fairfield, Town Clerk's Office.

Received for Record AUG 31 1993 at 10:11 A.M.

Attest

*Marguerite H. Lott*

Town Clerk

## DECLARATION OF PARTY WALL

This declaration made this 30th day of August 1993, by People's Bank of 850 Main Street, Bridgeport, CT 06604-4913, hereinafter referred to as the Declarer.

WHEREAS, the Declarer hereto is the owner of record of 45-47 Beaconview Drive and being shown on a certain map entitled Map of Property for The Town Of Fairfield, Fairfield, Conn. January 19, 1993, Scale 1" = 20', made by Huntington Company, Inc., Engineers and Surveyors, of Fairfield, CT and to be filed in the Office of the Town Clerk of Fairfield in the Town of Fairfield, and

WHEREAS, one of two duplex units, namely 45 Beaconview Drive is located on Parcel 35A and the second duplex unit, namely 47 Beaconview Drive, is located on Parcel 35B, all as shown on said map, and

WHEREAS, a common wall separating said duplex units stands one-half on said Parcel 35A and one-half on said Parcel 35B, and the Declarer wishes to establish a party wall agreement concerning the use and maintenance of said common wall and other common facilities of said duplex dwelling, upon the terms and provisions hereof,

NOW, THEREFORE, the Declarer agrees to the following:

1. The common wall now dividing said duplex units on Parcels 35A and 35B and standing one-half on each shall become and remain a party wall between said units; the parties hereto shall have equal rights in all respects to such wall; and neither party shall be at liberty to use the wall in any manner whatsoever that may interfere with the equal use of the other half of the wall by the other party.
2. It is mutually agreed that each of the two parties who may hereafter acquire title to said Parcels 35A and 35B shall be required to have the approval of the other party to paint or side the external face of the duplex building. If there is no agreement on color, it is agreed that the premises shall be repainted the same color as they were on the last previous occasion.
3. It is further agreed that in the event of damage or destruction to the inner structure of said common wall (not caused by one of the parties) the cost of any necessary repair, restoration or modification shall be borne by the parties equally, and whenever the said party wall or any portion thereof shall be rebuilt, it shall be erected on the same line where it stands and be the same size as when originally erected. Any repair, restoration or maintenance of said common wall, or any extension of or addition thereto, shall be done in a substantial and workmanlike manner of like material and construction to the present wall and shall conform in all respects to the laws and ordinances of the Town of Fairfield then in effect.
4. Each of said parties shall make arrangements so that all utilities servicing said premises, or utilized by the occupants of the premises, including but not limited to heat, water,

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5. To the extent that the facilities or equipment of any utility are partially or totally located without the dwelling unit which they service, then the owner of such unit shall have the right to the continued location of such facilities or equipment upon the premises of the other duplex unit as now located or as maybe hereafter located or relocated by mutual agreement of the parties in writing, and shall have the right to enter the other premises to inspect, maintain and repair such facilities and equipment; and further the party upon whose property such facilities and equipment are located shall do nothing to damage or impair the use of any such facilities or equipment.

6. To the extent that the two dwelling units utilize the same utility facilities or equipment, in whole or in part, even though arrangements have been made for separate billings, and regardless of where such facilities and equipment are located, even though arrangements have been made for separate billings, and regardless of where such facilities and equipment are located, each unit owner agrees to share equally the cost of maintenance and repair of those portions of the facilities and equipment jointly used, and the parties shall at all times cooperate in arranging for any necessary repairs or maintenance thereof.

7. To the extent that any utility services shall not be separately billed, by separate metering or otherwise, the parties agree to share the cost of such utility service in proportion to their respective use of the same. It is agreed that if the parties cannot agree as to such apportionment, they will seek the determination thereof from the utility company or business being utilized and shall be bound by the determination so made.

8. This Declaration shall be perpetual, shall at all times be contrued as a covenant running with the land; and shall inure to the benefit of the present and future owners of the premises and their respective heirs, representatives and assigns.

IN WITNESS WHEREOF, the Declarer has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

PEOPLE'S BANK

*Ruston Maynard*  
\_\_\_\_\_  
*Ruston Maynard*  
*Jessica A. George*  
\_\_\_\_\_  
*Wm. A. George*

BY: *Frances Kicci*  
\_\_\_\_\_  
ITS: *Senior Counsel*  
Duly Authorized

STATE OF CONNECTICUT )  
                                  ) ss: Bridgeport            August 30, 1993  
COUNTY OF FAIRFIELD )

Personally appeared *Frances Kicci*, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of People's



SCHEDULE A

DESCRIPTION FOR 47 BEACON VIEW DRIVE

All that certain parcel of land with the improvements thereon comprising the Northerly portion of Lot 35 as shown on a map entitled "Knapps Highway, Fairfield, Connecticut, No. 6071, Section No. 3" dated April 7, 1947, on file in The Fairfield Town Clerk's Office as Map No. 2755. Said parcel being bounded and described as follows:

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RECEIVED FOR RECORD

AUG 1 1993 AT 10:15A M.

ATTEST: *Margaret A. Tott*  
TOWN CLERK

## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b>	Beacon View Drive	<b>Set Aside:</b>	NO
<b>Address:</b>	53-55 Beacon View Drive	<b>Owner/Rental:</b>	OWNER
<b>Developer:</b>	Town of Fairfield	<b>Total # Units:</b>	2
<b>Property Mgr:</b>	N/A	<b># Affordable:</b>	2
<b>Date CO Issued:</b>	N/A	<b># Market Rate:</b>	0

### Description of Development

One duplex structure with two, three-bedroom units constructed through an Owner-Build program by the Town of Fairfield in 1995. Both units were sold with income restricted to CHFA eligibility or 80% AMI for 99 years and transferred with a Land Lease.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes ≤ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 80% of AMI	2	1.00	2
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.50	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.50	
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>2</b>		<b>2</b>



# 53 BEACON VIEW DRIVE

**Location** 53 BEACON VIEW DRIVE

**Mblu** 76/ 52/ 2/ 1

**Acct#** 21401

**Owner** KOJIC RAIF & IZETA

**Assessment** \$181,860

**Appraisal** \$259,800

**PID** 21539

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$52,900	\$206,900	\$259,800
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$37,030	\$144,830	\$181,860

## Owner of Record

**Owner** KOJIC RAIF & IZETA  
**Co-Owner**  
**Care Of**  
**Address** 53 BEACON VIEW DRIVE  
 FAIRFIELD, CT 06825-3704

**Sale Price** \$0  
**Certificate** 1  
**Book & Page** 5286/0280  
**Sale Date** 06/29/2015  
**Instrument** 25  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
KOJIC RAIF & IZETA	\$0	1	5286/0280	25	06/29/2015
DEUTSCHE BANK TR	\$0	1	5172/0215	14	08/25/2014
KOJIC RAIF & IZETA	\$129,537		2681/0344	UNKQ	11/22/2002
COLANGELO KATHLEEN	\$0		1497/0256		07/06/1995

## Building Information

### Building 1 : Section 1

**Year Built:** 1942  
**Living Area:** 1,072

Replacement Cost: \$102,732

Building Percent Good: 50

Replacement Cost

Less Depreciation: \$51,400

**Building Attributes**

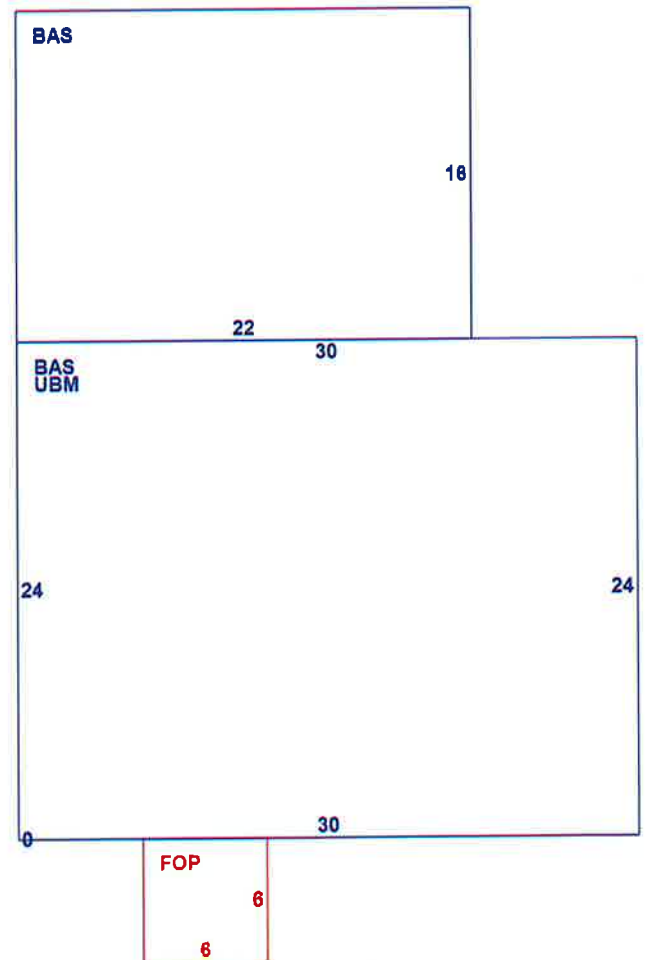
Field	Description
Style:	1/2 Duplex
Model	Residential
Grade:	
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Brick/Masonry
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	5 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos//A0088\IMG\\_0773\\_881](https://images.vgsi.com/photos2/FairfieldCTPhotos//A0088\IMG_0773_881))

**Building Layout**



(ParcelSketch.ashx?pid=21539&bid=21681)

**Building Sub-Areas (sq ft)**

Code	Description	Gross Area	Living Area
BAS	First Floor	1,072	1,072
FOP	Porch, Open, Finished	36	0
UBM	Basement, Unfinished	720	0
		1,828	1,072

**Extra Features**

Extra Features	
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 1015  
**Description** 1/2 Duplex Residential  
**Zone** AAA  
**Neighborhood** 0090  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 11432  
**Depth** 0  
**Assessed Value** \$144,830  
**Appraised Value** \$206,900

**Outbuildings**

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SHD1	SHED FRAME			100.00 S.F.	\$1,500	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$52,900	\$206,900	\$259,800
2021	\$52,900	\$206,900	\$259,800
2020	\$52,900	\$206,900	\$259,800

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$37,030	\$144,830	\$181,860
2021	\$37,030	\$144,830	\$181,860
2020	\$37,030	\$144,830	\$181,860

LEASE

53 BEACONVIEW DRIVE, FAIRFIELD, CONNECTICUT

THIS LEASE made and entered into this 6th day of July, 1995, by and between THE TOWN OF FAIRFIELD (hereinafter referred to as the "Town" or the "Lessor") and KATHLEEN JEANFAIVRE (the "Lessee");

WHEREAS, the TOWN, through its Board of Selectmen, is interested in providing affordable owner-occupied housing for persons of low and moderate income (the "Program");

WHEREAS, the TOWN, in order to implement the Program, has developed a plan (the "Plan") for the renovation of two (2) dwellings on the premises located on Beaconview Drive, Fairfield, Connecticut, more particularly described on the attached Exhibit entitled PREMISES and on Schedule "A" attached hereto (such premises, along with the buildings to be constructed thereon, may be hereafter referred to collectively as "the Site");

WHEREAS, the Plan has been approved and financially assisted by the TOWN;

WHEREAS, the aims and goals of the Program can best be achieved by encouraging owner/occupancy of the dwelling units after they have been constructed, and by the selection of lessees for them who have indicated an interest and a willingness to participate in the Program;

WHEREAS, the TOWN wishes to preserve and maintain the use, occupancy and benefit of the Site for persons of low and moderate income in order to further attain the goals and purposes of the Program;

WHEREAS, the Leased Premises, as hereinafter defined, have been acquired and are being leased by the Town in furtherance of the Program;

WHEREAS, the Lessee shares the purposes and goals of the Town and has agreed to enter into this Lease not only to obtain the benefits of decent and affordable housing for themselves, but also to further the Program of the Town;

WHEREAS, the Lessor and Lessee recognize the special nature of the terms and conditions of this Lease and each of the parties

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*No Documentary Tax collected  
Kathleen Jeanfaivre  
Town Clerk of Fairfield*

hereto, with the independent advice of legal counsel (counsel's acknowledgment attached), freely accepts such terms and conditions, including, without limitation, such terms and conditions as might affect the marketability or resale price of the Leased Premises, as hereinafter defined;

WHEREAS, it is mutually understood and accepted by Lessor and Lessee that the terms and conditions of this Lease further the parties' shared goal of preserving access to land and the availability of decent, affordable housing and home ownership opportunities for low and moderate income people over an extended period of time and through a succession of owners;

NOW, THEREFORE, in consideration of the foregoing recitals, of mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I: DEMISE OF LEASED PREMISES**

1.1 Premises: The Lessor, in consideration of the Lessee paying rent hereunder, as set forth below, and in consideration of the terms, conditions, covenants and agreements contained herein, does hereby demise and leave unto Lessee, and Lessee does hereby take and hire from Lessor, the Leased Premises, as hereinafter defined, and subject to such matters as may be set forth on Schedule A attached hereto and made a part hereof, as well as all easements, restrictions and covenants as of record may appear. Leased Premises shall mean that certain piece or parcel of land at the Site, known as Parcel A, together with the improvements located thereon, all of which are shown and designated on that certain map entitled "Map of Owner Built Housing for The Town of Fairfield", Fairfield, Conn., Scale 1"=20', Dated September 23, 1992, Bars Set Nov. 6, 1992, Revised March 4, 1993, Revised Oct. 20, 1993, As-Built May 8, 1995, Prepared by The Huntington Company, Engineers & Surveyors - Fairfield, Conn., and filed in the Office of the Town Clerk of Fairfield in the Town of Fairfield as Map No. 6272 (the "Map"), a copy of the Map being contained in that certain Exhibit entitled PREMISES attached

hereto and made a part hereof. The Leased Premises are also known as 53 Beaconview Drive, Fairfield, Connecticut. The Lessee shall pay rent in advance for the entire term of this Lease including any renewals or extensions thereof, in the amount of \$82,000.00. Such rent shall be over and above, and in addition to, all taxes, assessments and other charges that may be payable hereunder by Lessee. Lessee shall also pay as rent thereafter, the sum of \$1.00 per annum commencing on the first day of January following the delivery of this Lease, and continuing on the first day of each January thereafter during the term of this Lease. The Lessor has furnished to Lessee a copy of the title report obtained by Lessor for the Leased Premises, and Lessee accepts title to the Leased Premises in their condition "as is" as of the execution hereof.

1.2 Additional Rent in Lieu of Taxes: Commencing on the first day of October following the fifth anniversary of this Lease, and continuing through the term hereof, if Lessee is not already paying real property taxes on the land portion of the Leased Premises, Lessee shall pay to Lessor additional rent in an amount equal to that portion of the tax attributable to the land portion of the Leased Premises.

Such additional rent shall start at an amount equal to twenty (20%) percent of the normal and appropriate tax based upon the land assessment for the Leased Premises, and shall increase by twenty (20%) percent of such normal and appropriate tax for each of the four years following such commencement until the additional rent shall equal the full amount of the tax attributable to the land portion of the Leased Premises. Nothing contained in this paragraph shall be deemed to prohibit or inhibit the Town from taxing the Leased Premises in accordance with applicable law. If the Town shall assess the land portion of the Leased Premises and levy a tax thereon at any time during the term of this Lease, the additional rent required hereunder shall abate at such time as, and to the extent that, the real property tax based upon such assessment becomes effective.

**ARTICLE II: DURATION OF LEASE**

2.1 **PRINCIPAL TERM:** The term of this Lease shall be ninety-nine (99) years, commencing on the 6th day of July, 1995, and terminating on the 5th day of July, 2094, unless sooner terminated as provided herein.

2.2 **LESSEE'S OPTION TO EXTEND:** Lessee may extend the principal term of this Lease for an additional period of ninety-nine (99) years, subject to all of the provisions of this Lease. Lessee's right to exercise this option to extend is subject to the following conditions: this Lease shall be in effect at the time notice of exercise is given and on the last day of the term; and the Lessee shall not then be in default under any provision of this Lease or any loan documents between Lessee and any Permitted Mortgagee. In order to extend the term of this Lease, Lessee shall give Lessor written notice, not more than 365 nor less than 180 days before the last day of the current term, irrevocably exercising the option to extend. Each party shall then, at the request of the other, execute a memorandum, in recordable form, acknowledging the fact that the option had been exercised and otherwise complying with the requirements of law for an effective memorandum or notice of lease.

**ARTICLE III: USE OF LEASED PREMISES**

3.1 **RESIDENTIAL USE ONLY:** Lessee shall use, and shall cause all occupants thereof to use, the Leased Premises only for residential purposes and such incidental activities related to residential use as are permitted by the Fairfield Zoning Regulations, as amended from time to time. Lessee agrees and acknowledges that the foregoing limitations, all other conditions and restrictions contained herein, and any conditions and restrictions set forth on that certain Exhibit entitled RESTRICTIONS if such Exhibit is attached hereto and made a part hereof, are essential to the fulfillment of the charitable purposes of Lessor and are conditions and restrictions on the use of the Leased Premises intended to run the full term of this Lease.

3.2 RESPONSIBLE USE: Lessee shall use the Leased Premises in a manner so as not to cause real harm nor create any nuisances, public or private; and shall dispose of any and all waste in a safe and sanitary manner.

3.3 RESPONSIBLE FOR OTHERS: Lessee shall be responsible for the proper use of the Leased Premises by members of Lessee's family, their friends or visitors, or anyone else using the property with their consent, and shall make them aware of the spirit, intent and appropriate terms of this Lease.

3.4 OCCUPANCY: Lessee shall occupy the Leased Premises as Lessee's full-time residence. Occupancy of the Leased Premises shall be limited to Lessee and the members of his immediate family. "Immediate Family" as used herein shall mean the spouse of Lessee, issue of Lessee or of his spouse, a parent or parents of Lessee or of his spouse, or such other person who is recognized and approved in writing by the Lessor as a bona fide member of such family unit. Immediately family shall be deemed to include an attendant of a handicapped or disabled immediate family member. Failure of the Lessee to occupy the Leased Premises as required by this paragraph shall not be grounds to terminate this Lease, but shall entitle Lessor to exercise the option to purchase as provided for under Article 10.5 below.

3.5 INSPECTION: Lessor may inspect any portion of the Leased Premises at any reasonable time and in any reasonable manner, upon at least twenty-four (24) hours notice to Lessee.

3.6 LESSEE'S RIGHT TO PEACEFUL ENJOYMENT: Lessee has the right to undisturbed enjoyment of the Leased Premises, and Lessor has no desire or intention to interfere with the personal lives, associations, expressions, or actions of Lessee subject to the terms, covenants, conditions, provisions, restrictions, or reservations of this Lease.

3.7 CONDITION OF LEASED PREMISES: Lessee agrees that Lessee shall maintain the Leased Premises in good, safe, and habitable condition in all respects, and in full compliance with all applicable laws, ordinances, rules and regulations of any



governmental authority with jurisdiction over matters concerning the condition of real property used as are the Leased Premises.

**ARTICLE IV: TAXES AND ASSESSMENTS**

**4.1 LESSEE'S RESPONSIBILITY FOR TAXES AND ASSESSMENTS ON LEASED PREMISES:** Lessee shall be responsible for all taxes and assessments, no matter how designated, that relate to land and improvements comprising the Leased Premises. Such taxes and assessments for the Site shall be allocated by Lessor between the Leased Premises and Parcel B as shown on the Map. Lessee shall pay such allocated taxes and assessments promptly to Lessor, not later than the date that the taxes and assessments for the Site become due and payable. Lessee shall also pay, when due and as directed by Lessor, all service bills, utilities charges, or other governmental assessments charged against the Site and allocated by the Lessor to the Leased Premises.

**4.2 LESSEE'S RIGHT TO CONTEST:** Lessee shall have the right to contest, in its own name and at its sole cost and expense, the amount or validity of any tax or assessment for which Lessee is responsible pursuant to 4.1 above. Lessor shall not, under any circumstances, be required to join in any such proceedings.

**4.3 PROOF OF COMPLIANCE:** In the month following such payment, each party will furnish evidence satisfactory to the other documenting the payment of all taxes, assessments, and charges, as required by the provisions of this Lease. A photocopy of a paid receipt for such charges showing payment prior to the due date thereof shall be the usual method of furnishing such evidence.

**ARTICLE V: LIENS**

**5.1 PROHIBITION OF LIENS:** The Lessee shall not suffer or permit any vendor's, mechanic's, laborer's, or materialman's statutory or similar lien to be filed against the Leased Premises. Lessee shall, in any event, within sixty (60) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or as otherwise permitted by law. If Lessee shall

fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy of Lessor, Lessor, may, but shall not be obligated to, discharge the same by paying the amount in question. Lessee, in good faith and at Lessee's expense, may contest the validity of any such asserted lien, provided Lessee has furnished a bond in an amount set by statute or otherwise sufficient to release the Leased Premises from such lien. Any amounts paid by Lessor hereunder shall be deemed to be additional rental payable by Lessee upon demand.

**ARTICLE VI: MAINTENANCE**

6.1 MAINTENANCE: Lessee shall, at Lessee's sole expense, maintain the Leased Premises in accordance with all applicable laws, rules, ordinances, orders and regulations of all governmental agencies and entities with jurisdiction and all insurance companies insuring all or any part of the Leased Premises. Lessor shall not be required to furnish any services or facilities, including but not limited to heat, electricity, air conditioning or water, or to make any repairs to the Leased Premises, whether structural or non-structural, and Lessee hereby assumes the full and sole responsibility for furnishing all services or facilities and making all such repairs.

**ARTICLE VII: SURRENDER UPON EXPIRATION OF LEASE TERM**

7.1 SURRENDER: Upon the expiration of the term hereof or any renewal term, or upon any sooner termination as provided for herein, Lessee shall yield up and surrender the Leased Premises to the Lessor.

**ARTICLE VIII FINANCING**

8.1 PERMITTED MORTGAGES ONLY: Lessee shall not mortgage, pledge or encumber the Leased Premises or any portion thereof or interest therein except through a Permitted Mortgage. For the purposes of this Lease, a "Permitted Mortgage" shall be a mortgage:

1. which shall run in favor of either (a) a so-called "institutional lender" such as, but not limited to, a

federal, state, or local housing finance agency, a bank (including savings and loan association), an insurance company, a pension and/or profit-sharing fund or trust, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision, or (b) a "community loan fund," and which has a first lien on the Leased Premises.

ii. which shall provide among other things, that in the event of a default in any of the mortgagor's obligations thereunder, the holder thereof shall notify Lessor of such fact and Lessor shall have the right (but shall not have the obligation) within 120 days after its receipt of such notice, to cure such default in the mortgagor's name and on mortgagor's behalf, provided that current payments due the holder during such 120 day period (or such lesser time period as may have been required to cure such default) are made to the holder, and shall further provide that said holder shall not have the right, unless such default shall not have been cured within such time, to accelerate the note secured by such Permitted Mortgage or to foreclose under the Permitted Mortgage on account of such default;

iii. which shall provide, among other things, that if after such cure period the Permitted Mortgagee intends to accelerate the Note secured by such Permitted Mortgage or initiate foreclosure proceedings under the Permitted Mortgage, all in accordance with this Section 8.1, the Permitted Mortgagee shall first notify Lessor of its intention to do so and Lessor shall have the right, but not the obligation, upon notifying the Permitted Mortgagee within thirty (30) days of receipt of said notice from the Permitted Mortgagee, to pay off the indebtedness secured by the Permitted Mortgage and to acquire the interest of Permitted Mortgagee in and to the Leased Premises; and

iv. which shall provide that such Permitted Mortgagee will use reasonable efforts to sell the Leased Premises pursuant

to any sale during, after or in lieu of foreclosure to a purchaser who is a low or moderate income resident as defined herein, or to a cooperative whose shareholders are low and moderate income residents, as applicable.

8.2 Not less than ten (10) days prior to the date on which Lessee shall request Lessor's consent to a mortgage, Lessee shall furnish to Lessor true and correct copies of each and every document and instrument to be executed in connection with the transaction represented by such mortgage, and, notwithstanding anything to the contrary contained herein, Lessor shall not be required to consent to such mortgage unless:

- i. the mortgage so submitted shall be a Permitted Mortgage;
- ii. at the time of such submission and at the time proposed by Lessee for the execution of such documents, no default shall then be outstanding under this Lease;
- iii. such Permitted Mortgage and related documentation shall contain no provisions other than provisions generally contained in mortgages used for similar transactions in the State of Connecticut by institutional mortgagees;
- iv. such Permitted Mortgage and related documentation shall contain no provisions which shall or could be construed as rendering Lessor or any subsequent holder of the Lessor's interest in and to this Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by such note and Permitted Mortgage or any part thereof;
- v. such Permitted Mortgage and related documentation shall contain provisions to the effect that the holder of the Permitted Mortgage shall not look to Lessor, but will look solely to Lessee, the Leasehold Estate, the Leased Premises, or such other buildings and improvements which may from time to time exist on the Leased Premises, for the payment of the debt secured thereby

or any part thereof. It is the intention of the parties hereto that Lessor shall consent to such Permitted Mortgage for the sole and exclusive purpose of allowing Lessee to obtain financing for the acquisition of the Leased Premises without any liability on the part of Lessor for any deficiency judgment;

- vi. such Permitted Mortgage and related documentation provides that in the event any part of the Leased Premises is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over by the holder of the Permitted Mortgage in accordance with the provisions of ARTICLE IX hereof;
- vii. such Permitted Mortgage and related documentation provides that nothing contained in the Permitted Mortgage or such related documentation shall obligate Lessor to execute an assignment of the rent payable by Lessee to Lessor under the terms of this Lease.

8.3 Any Permitted Mortgagee shall have the right, but not the obligation, without requirement of consent by the Lessor to:

- i. cure any default under this Lease, and to perform any obligation required hereunder, and any such cure or performance by Permitted Mortgagee shall be effective as if the same had been undertaken and performed by Lessee; and
- ii. acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to Lessee by this Lease or otherwise by law, subject to the provisions, if any in said Permitted Mortgage limiting any exercise of any such right, remedy or privilege; and
- iii. rely upon and enforce any provisions of this Lease to the extent that such provisions are for the benefit of a Permitted Mortgagee.

A Permitted Mortgagee shall have the right to correct the Lessee's default within 120 days from the Permitted Mortgagee's

receipt of a notice to terminate this Lease.

A Permitted Mortgagee shall not, as a condition to the exercise of its rights hereunder, be required to assume personal liability for the payment and performance of the obligations of the Lessee hereunder. Any such payment or performance or other act by Permitted Mortgagee hereunder shall not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession of the Leased Premises and the Leasehold Estate or collects fees or rentals from Lessee; provided, however, that in the event the Permitted Mortgagee transfers the Leased Premises to a purchaser of the same (other than Permitted Mortgagee at any judicial foreclosure sale or trustee's sale of Lessee's interest hereunder) any such transferee shall be required to enter into a written agreement assuming such personal liability and upon any such assumption the Permitted Mortgagee shall automatically be released from personal liability thereunder.

8.4 Any amendments to this Lease shall be subject to the written approval of Permitted Mortgagee, which approval shall not be unreasonably withheld or delayed. The passage of thirty (30) days after submittal to Permitted Mortgagee of such requested amendments without approval or disapproval by Permitted Mortgagee shall be deemed approval thereof.

8.5 The Lessor shall have no right to cancel this Lease if the Permitted Mortgagee has commenced foreclosure and is diligently pursuing the same.

8.6 Notwithstanding anything contained in this Lease to the contrary, in the event of foreclosure by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure, at the election of the Permitted Mortgagee:

- i. the provisions of Article III, Section 3.5 shall be suspended during the period of mortgagee's ownership.

8.7 The provisions set forth in this Article VIII shall be binding upon and inure to the benefit of the successors, assigns and personal representatives of Lessor, Lessee, and Permitted

**Mortgagee.**

8.8 Whenever in this Article notice is to be given to Permitted Mortgagee, such notice shall be given in the manner set forth in Article XIII, Section 13.1 of this Lease to the Permitted Mortgagee at the address given by the Permitted Mortgagee to Lessor by written notice to Lessor sent in the manner set forth in Article XIII, Section 13.1 of this Lease.

8.9 Lessee shall pay to Lessor on demand at Lessor's option, as additional rent hereunder, all fees, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Lessor in connection with any Permitted Mortgagee.

8.10 The ownership of both the fee simple title and the Leasehold Estate by the same owner will not effect a merger of such estates while either estate is encumbered by a mortgage, without the written consent of the mortgagee.

**ARTICLE IX: LIABILITY, INSURANCE, DAMAGE AND DESTRUCTION, EMINENT DOMAIN**

9.1 **LESSEES' LIABILITY:** Lessee assumes sole responsibility and liability, to any and all persons and authorities, related to its possession, occupancy and use of the Leased Premises.

9.2 **INDEMNIFICATION OF LESSOR:** Lessor shall not be liable, and Lessee shall defend, indemnify and hold Lessor harmless against all liability and claims of liability, for damage or injury to person or property on the Leased Premises from any cause. Lessee waives all claims against Lessor for damage or injury to person or property on or about the Leased Premises from any cause.

Lessee waives all claims against Lessor for damage or injury to person or property on or about the Leased Premises arising, or asserted to have arisen, on or about the Leased Premises from any cause whatsoever. Notwithstanding the foregoing two sentences, Lessor shall remain fully liable (and Lessee shall not indemnify and defend Lessor against nor waive such claims of liability) for damage or injury due to the negligent or intentional acts or omissions of Lessor or Lessor's agents or employees.

9.3 **PAYMENT BY LESSOR:** In the event the Lessor shall be required

to pay any sum whatsoever which is of the Lessee's responsibility or liability, the Lessee shall reimburse the Lessor therefor and for reasonable expenses caused thereby on demand, by Lessor and the same shall constitute additional rent hereunder.

9.4 INSURANCE:

(a) Insurance Coverage of Leased Premises: Lessee shall, at Lessee's sole expense, keep the Leased Premises and all buildings and improvements situated thereon continuously insured against loss or damage by fire with extended coverage hazards for the full replacement value thereof.

(b) Bodily Injury Liability Insurance: Lessee shall, at Lessee's sole expense, maintain continuously in effect bodily injury liability insurance covering the Leased Premises and its appurtenances in the amount of One Hundred Thousand dollars (\$100,000.00) for injury to or death of any one person, and Three Hundred Thousand dollars (\$300,000.00) for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of One Hundred Thousand dollars (\$100,000.00). The dollar amount of each such coverage shall be adjusted at least every two (2) years from the date hereof, or upon Lessor's demand with 30 day notice to Lessee. This adjustment shall be equal to the percentage of change (positive or negative) over the period since the last adjustment in the Consumer Price Index for medical care paid by All Urban Wage Earners who live in urban areas the size of Fairfield, Connecticut. Such index is maintained by the Office of Prices and Living Conditions of the Bureau of Labor Statistics, of the U.S. Department of Labor. If said index ceases to be readily available, Lessor at its sole discretion, shall choose a CPI index that closely approximates the medical care index. Such insurance shall specifically insure Lessee against all



liability assumed hereunder, as well as all liability imposed by law, and shall also insure Lessor as an additional insured so as to create the same liability on the part of insurer as though separate policies had been written for Lessor and Lessee.

- (c) Lessee shall provide Lessor with copies of all policies and renewals thereof. All policies shall also contain endorsements providing that they shall not be cancelled, reduced in amount or coverage, or otherwise modified by the insurance carrier involved without not less than thirty (30) days prior written notice being given to Lessor. Lessor shall be entitled to participate in the settlement or adjustment of any losses covered by such policies of insurance.

9.5 DAMAGE OR DESTRUCTION: In the event of fire or other casualty to the Leased Premises, Lessee shall forthwith commence, and thereafter diligently and continuously prosecute to completion, the repair of such damage and restoration of the Leased Premises to a condition substantially similar to its condition immediately prior to such damage. All such repairs and restoration shall be completed as promptly as possible. Lessee shall also promptly take all steps necessary to assure that the Leased Premises shall be and remain safe and not constitute a hazard or danger to persons or property from the time of the fire or other casualty.

9.6 EMINENT DOMAIN AND PUBLIC DEDICATION: In the event of:

I. A taking of the entire Leased Premises by reason of eminent domain or other action of public authority prior to the expiration of the term of this Lease, this Lease shall forthwith terminate and the entire amount of any award(s) paid shall be allocated as follows:

- (a) As a first charge against said award(s), there shall be paid therefrom to the then holders of the Permitted Mortgage(s) the amount required to pay and discharge the same in full.
- (b) The balance, if any, of said award(s) shall be

allocated between Lessee and Lessor such that Lessee shall receive compensation from the condemning authority for the value of its leasehold interest and Lessor shall receive compensation from such authority for the value of its interest remaining, and Lessee shall not by reason of such taking or condemnation be entitled to any claim against Lessor for compensation or indemnity for leasehold interest.

II. A taking (as aforesaid) of less than the entire Leased Premises, then the proceeds paid or payable by reason of such taking shall be allocated as follows:

- (a) First, if the then holder or holders of Permitted Mortgage(s) shall require that the balance of the proceeds be applied against the mortgage indebtedness, that application shall be made.
- (b) Second, if the improvements on the Leased Premises may reasonably be restored to a residential use consistent with this Lease, the Lessor may in its discretion allocate some or all of the proceeds to enable Lessee to repair and restore that which may remain thereof.
- (c) Any remainder after the use of such proceeds as set forth in (a) or (b) above, shall be allocated between Lessor and Lessee as set forth in Section 9.6 I (b) above. Any and all proceedings brought by Lessee in connection with the claim or claims for damages as a result of any taking referred to in this Section shall be conducted by and at the sole expense of the Lessee. If any provision of law now or hereafter in effect shall require that said proceedings be brought by or in the name of any owner of the Leased Premises, Lessor shall join in such proceedings or permit the same to be brought in its name. Lessor covenants and agrees to do any and all acts and to execute any and all documents which may be required to enable Lessee to maintain such proceedings. If Lessor shall incur any cost or expense

in connection with such proceedings, Lessor shall be entitled to reimbursement for the reasonable amount thereof and same shall likewise constitute a first charge against any award after payment to permitted mortgagee as hereinbefore provided.

9.7 SOLE REMEDY: The remedies specified in 9.6 shall constitute Lessee's sole remedy in this event and shall not give rise to any cause of action by Lessee against Lessor for damages.

**ARTICLE X TRANSFER, SALE, OR DISPOSITION OF LEASED PREMISES**

10.1 INTENT AND ACKNOWLEDGMENT: The terms and conditions of this Article have been freely accepted by the parties, each with the independent and informed advice of legal counsel. The provisions and restrictions contained herein exist to further the mutual purposes and goals of Lessor and Lessee set forth herein to create and preserve access to land, decent and affordable housing and home ownership opportunities for low and moderate income people who are often denied such opportunities for lack of financial resources. It is the express understanding and intent of the parties that the terms and conditions hereof will enhance the marketability of the Leased Premises by making them affordable to low and moderate income families who, absent such provisions, would be unable to afford them. It is expressly agreed that this paragraph is merely a statement of intent and does not create any additional rights in favor of the Lessee.

10.2 TRANSFER TO LOW OR MODERATE INCOME RESIDENTS: In accordance with the provisions of 10.3 and 10.5, Lessee may only sell, transfer, or otherwise dispose of its leasehold interest hereunder to someone who is a low or moderate income resident, as defined herein. Lessee shall not, in any event, make such sale, transfer or other disposition directly to any other person or entity without following the procedure set forth below, except in the case of a sale, transfer or other disposition to a Permitted Mortgagee in lieu of foreclosure.

10.2a DEFINITION OF LOW AND MODERATE INCOME HOUSEHOLDS: low and moderate income households shall be those defined as such by the

United States Department of Housing and Urban Development ("HUD") or the Connecticut Housing Finance Authority ("CHFA"), as the case may be. Notwithstanding anything else contained herein, not less than one hundred (100%) percent of such low or moderate income households located at the Site shall be low or moderate income households as defined by HUD.

10.3 NOTICE TO LESSOR: Except in the case of a sale, transfer or other disposition to a Permitted Mortgagee in lieu of foreclosure, in the event Lessee contemplates sale, transfer or disposition of its Leasehold Interest in the Leased Premises to a third party, then:

- (a) if Lessee intends a direct sale to a low or moderate income household as defined in this Lease, then not less than sixty (60) days prior to the contemplated closing thereof, the Lessee shall give Lessor notice thereof, and the name and address of such qualified low or moderate income resident. Lessee shall include with such notice the following or comparable items: (1) the tax return of the assignee or buyer for the immediately preceding year; (2) a current verification of assignee's or buyer's employment; and (3) the pay stubs of the assignee or buyer for the three months immediately preceding the month in which notice is given to the Lessor. No assignment, sale, transfer or other disposition shall be effective unless and until (a) such notice and accompanying documentation are received by Lessor as aforesaid, and (b) (i) Lessor confirms in writing within sixty (60) days of receipt that such assignee or buyer is a low or moderate income resident or (ii) Lessor fails to respond in writing within sixty (60) days of its receipt of such notice, and the contents of such notice are true and complete as specified herein, in which case such failure on the part of Lessor shall be deemed to constitute confirmation of such status;

- (b) if Lessee has no specific qualified resident committed to purchase its Leasehold Interest in the Leased Premises, then Lessee shall give Lessor notice that such Leasehold Interest will be offered for sale to a low or moderate income resident as defined in this Lease, which notice shall contain a detailed listing of the terms and conditions of such intended sale. Within forty-five (45) days of Lessor's receipt of such notice, Lessor shall either:
- (i) exercise its option to purchase on the terms and within the time period set forth in Sections 10.5, 10.6, and 10.7 below; or
  - (ii) locate an interested purchaser who is a low or moderate income resident as defined in this Lease and obtain from such purchaser a binding commitment to purchase from the Lessee; or
  - (iii) notify the Lessee that such party is free to sell the Leasehold Interest in the Leased Premises in the open market (a) to any party who is a low or moderate income resident as defined in this Lease, (b) at the then applicable Purchase Option Price (as defined below); subject to all the terms and conditions of the existing Lease.

10.4 TRANSFER TO LESSEE'S HEIRS: Upon receipt of notice from the executor of the decedent Lessee's estate within ninety (90) days of the death of the Lessee (or the last surviving co-owner of the Leased Premises) Lessor shall, unless, for good cause shown, agree to the transfer of the Leased Premises to one or more of the following, for similar residential purposes, upon the same conditions:

- (a) the spouse of the Lessee; or
- (b) the minor child or minor children of the Lessee.

In consenting to the transfer, Lessor shall act according to the expressed wishes, if any, of the Lessee to the extent consistent with this Lease.

10.5 LESSORS' OPTION TO PURCHASE: Upon notice in accordance with Section 10.3 above, or violation of Section 3.4, Lessor shall have the exclusive option to purchase Lessee's Leasehold Interest in the Leased Premises at the lesser of the then market value thereof or the Purchase Option Price set forth below. Such price is designed to insure the affordability to succeeding low and moderate income resident families.

10.6 PERIOD FOR EXERCISE: Lessor must notify Lessee of its election to purchase within forty-five (45) days and must exercise the foregoing option to purchase within sixty (60) days of its receipt of written notice under Section 10.3 from the Lessee, or its option will expire.

10.7a LESSOR'S OPTION TO PURCHASE LESSEE'S LEASEHOLD INTEREST IN THE LEASED PREMISES: The terms and conditions of this Article have been freely accepted by the parties each with the independent and informed advice of legal counsel. The preemptive option contained herein exists solely in the furtherance of the goal of perpetual occupancy of the Leased Premises by and resale among low and moderate income families. It is the express intent of the parties that the terms and conditions of said option will enhance the marketability of the Leased Premises either through removal and re-erection or sale at an affordable price to another low or moderate income family.

10.7b OPTION: 1) Whenever Lessee desires to sell its interest in the Leased Premises, he shall notify the Lessor in accordance with Article X, Section 3, of this Lease. Lessor shall have the option to purchase Lessee's interest in the Leased Premises at the Purchase Option Price, as hereinafter defined. The Lessor shall establish a "Base Value" for the Leased Premises. The initial Base Value shall be equal to the sum of Eighty-Two Thousand (\$82,000) Dollars. Such initial Base Value does not include the value of any "sweaty equity" contributed. Two (2) events shall cause the Base Value to be recalculated: (i) the sale of the leasehold interest in the Leased Premises in accordance with the provisions of this instrument; or (ii) the

passage of ten (10) years of continuous tenancy by Lessee.

(a) When the leasehold interest is sold, the Base Value shall be recalculated in the following manner:

(i) If the leasehold interest is sold during the first five (5) years of tenancy, the Base Value shall be the lesser of the following:

- aa) the fair market value of the leasehold interest as of the date of sale; or
- bb) the initial Base Value increased by four (4%) percent per annum, compounded, for each of the first five (5) years of tenancy.

(ii) If the leasehold interest is sold during the second five (5) years of tenancy, the Base Value shall be the lesser of the following:

- aa) the fair market value of the leasehold interest as of the date of sale; or
- bb) the initial Base Value increased by six (6%) percent per annum, compounded, for each year of the tenancy, including the first five (5) years of the tenancy.

(b) If the leasehold interest is not sold before the passage of ten (10) years of continuous tenancy, then the Base Value shall be recalculated for each successive five (5) years of tenancy in the same manner as is set forth in subparagraph (a) above. For example, the Base Value in years 11 through 15 of the tenancy shall be increased by four (4%) percent per annum, compounded, for the period of years 11 through 15 of the tenancy. If the leasehold interest is sold in year 17 then the Base Value shall be increased by six (6%) percent, per annum, for all years of the tenancy. If the fair market value as of the date of sale is less than the Base Value as increased, then the fair market value shall be the Base Value.

The value so derived shall become the new Base Value

(hereinafter the "Purchase Option Price").

Devise or inheritance shall not cause a recalculation of the Base Value nor shall they cause the ten (10) year period of continuous tenancy to start again.

2) The Purchase Option Price, however, as set by the Lessor, may be adjusted so as to include (a) an additional amount for any reasonable and verifiable costs for improvements or alterations, excepting therefrom any costs for ordinary maintenance and repairs, made with the written approval of the Lessor; (b) a deduction for any damage or deterioration, subject to paragraph 3 below. Notwithstanding the foregoing, the adjustments contemplated in this paragraph 2 shall only be made if, and to the extent that, such adjustments have not already been taken into account in determining the fair market value of the Lessee's interest in the Leased Premises at the time of sale.

3) Notwithstanding anything contained in this Lease, the Purchase Option Price may never be reduced to an amount which is lower than (i) the initial Base Value or (ii) the amount of the mortgage on the Leased Premises at the time of adjustment, whichever shall be higher.

4) Where it is necessary to derive the fair market value of the Lessee's interest in the Leased Premises, in accordance with this Section 10.7b, such fair market value shall be established by independent appraisal (an "Appraisal"), provided by the Lessee at his sole cost and expense. The Appraisal shall (i) be conducted by a "Licensed Residential Appraiser", as that term is defined in Section 20-311(6)(B) of the Connecticut General Statutes, as the same may be amended from time to time and (ii) be acceptable to the Lessor, in its sole and absolute discretion.

Lessee freely agrees that this option price constitutes a fair return to it and/or its successors for the opportunity to enter the local homeownership marketplace which, prior to execution of this Lease, remained closed to them as a matter of limited financial resources. If Lessee shall disagree with the



calculation of the Purchase Option Price he can appeal under Article XIII (Arbitration) of this Lease.

10.8 RIGHT OF FIRST REFUSAL IN LIEU OF OPTION: If the provisions of the option set forth herein shall, for any reason, become unenforceable, Lessor shall, nevertheless, have a right of first refusal to purchase the Lessee's Leasehold Interest in the Leased Premises at the highest documented bona fide purchase price offer made to Lessee. Such right shall be exercised by Lessor within forty-five (45) days of the receipt by Lessor of a notice of such bona fide offer substantially in the form of Exhibit BUYER attached hereto.

10.9 WAIVER OF RESALE AND OCCUPANCY RESTRICTIONS IN THE CASE OF FORECLOSURE: Notwithstanding any provision in this Lease to the contrary, Article X and Article III, Section 3.4 shall terminate and have no further force and effect upon the occurrence of one of the following events:

(a) Title to Lessee's interest and Equity of Redemption is acquired by a Holder of a Permitted Mortgage, HUD, or another party upon foreclosure of a mortgage insured by HUD, or by any other mortgage insurer.

(b) Title to the Lessee's interest and Equity of Redemption is acquired by a Holder of a Permitted Mortgage or HUD by deed or assignment in lieu of foreclosure of a HUD insured mortgage, or a mortgage insured by any other mortgage insurer.

(c) A mortgage insured by HUD or any other mortgage insurer is assigned to HUD.

**ARTICLE XI: ASSIGNMENT AND SUBLEASE**

Except as otherwise provided in Article VIII regarding the Permitted Mortgages and Article X, regarding transfers, Lessee shall not: assign, sublease, sell or otherwise convey any of Lessee's rights under this Lease without the prior written consent of the Lessor. Lessee agrees that Lessor shall have broad and full discretion to withhold such consent in order to further the mutual purposes and goals set forth herein.

ARTICLE XII: DEFAULT

12.1 EVENTS OF DEFAULT: It shall be an Event of Default if:

- a) Lessee shall fail to pay any rent or any other charges for which provision is made herein within thirty (30) days after Lessor has sent to Lessee notice of such default and such default is not cured by any Permitted Mortgagee within thirty (30) days after a subsequent notice from Lessor to such Permitted Mortgagee of Lessee's failure to cure such default within the initial 30 day grace period. However, if Lessee shall make a good faith partial payment of any such charges during such initial 30 day grace period, then such period shall be extended one additional 30 day period, or
- b) Lessee shall fail to perform or observe any other term or condition in this Lease, and such failure is not cured by Lessee or a Permitted Mortgagee within one hundred twenty days (120) after notice thereof from Lessor to Lessee and such Permitted Mortgagee. However, in the case where the Lessee or Permitted Mortgagee has commenced to cure such default within such one hundred twenty (120) day period and is continuing such cure with all reasonable due diligence but cannot by the exercise of due diligence cure such default within such period, such period may be extended for an additional period of thirty (30) days to complete the cure of default.
- c) if the estate hereby created shall be taken on execution or by other process of law, or if Lessee shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Lessee for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial

part of Lessee's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Lessee under any provisions of the Bankruptcy Act now or hereafter enacted, or if Lessee shall file a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

In any of said cases and upon the expiration of any applicable cure period, Lessor may immediately or at any time thereafter, initiate summary proceedings or any other appropriate legal proceedings against Lessee. Pursuant to such proceedings, without demand or notice, Lessor may enter into and upon the Leased Premises or any part thereof in the name of the whole and repossess the same, and expel Lessee and those claiming through or under Lessee and remove its or their effects without being guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Upon entry as aforesaid, Lessor shall have the right, by suitable notice to Lessee, forthwith to terminate this Lease.

12.2 NEW LEASE TO PERMITTED MORTGAGEE: If this Lease shall be terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors' rights, Lessor will enter into a new lease of the Leased Premises with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, subject to Lessor's approval, which approval shall not be unreasonably withheld not more than thirty (30) days after the request of the Permitted Mortgagee). Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection or disaffirmance, and upon all the terms and provisions contained in the Lease. However, the Permitted Mortgagee shall make a written request to Lessor for such new

lease within sixty (60) days after the effective date of such termination, rejection or disaffirmance, as the case may be, and such written request shall be accompanied by a copy of such new lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Lessee thereunder, and the Permitted Mortgagee shall have cured all defaults under the Lease which can be cured by the payment of money. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Leased Premises as the Lease. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by Lessor, Lessee and the Permitted Mortgagee.

12.3 LESSOR'S DEFAULT: Lessor shall in no event be in default in the performance of any of Lessor's obligations hereunder unless and until Lessor shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonable required to correct any such default, after notice by Lessee to Lessor properly specifying wherein Lessor has failed to perform any such obligation.

12.4 NO SURRENDER: During the period a Permitted Mortgage is in place, the Lessor shall not accept a voluntary surrender of the Lease without the prior written consent of the Permitted Mortgagee.

**ARTICLE XIII: ARBITRATION**

13.1 ARBITRATION PROCESS: Should any grievance or dispute arise between Lessor and Lessee concerning the terms of this Lease which cannot be resolved by normal interaction, the following arbitration procedure shall be used: Lessor shall notify the Lessee by written notice of its selection of a disinterested arbitrator.

The arbitrator shall hold a hearing within thirty (30) days after its appointment. At the hearing Lessor and Lessee shall have an opportunity to present evidence and question witnesses in

the presence of each other.

As soon as reasonably possible, and in no event later than fifteen (15) days after the hearing, the arbitrator shall make a written report to Lessor and Lessee of its findings and decisions. The arbitrator shall decide the dispute or claim in accordance with this Lease, and the substantive law of the State of Connecticut. The decisions and awards of the arbitrator shall be binding and final between the Lessor and Lessee.

13.2 ARBITRATION BEFORE LEGAL ACTION: Both parties agree to submit any disputes concerning their respective rights and duties under the terms of this Lease to arbitration, as provided above, and expressly waive their right to a civil trial, except as herein provided. Judgment upon the arbitral award may be entered in any court having jurisdiction over the parties or the Leased Premises. Notwithstanding the foregoing, arbitration shall not be required prior to filing suit or taking other legal action based upon an Event of Default under Sections 12.1 (a) or 12.1(c) hereof.

13.3 COSTS: Each party shall bear its own costs, if any, in any arbitration pursuant to this Article; provided, however, that the arbitrator shall have the power to award all or a portion of costs against a party found to have pursued the grievance or dispute in bad faith or for undue delay.

ARTICLE XIV: GENERAL PROVISIONS

14.1 NOTICES: Whenever this Lease requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to Lessor:  
Town of Fairfield  
611 Old Post Road  
Fairfield, CT 06430

With a copy to:  
Mark A. Kirsch, Esquire  
Cohen and Wolf, P.C.  
P. O. Box 1821  
Bridgeport, CT 06601

If to Lessee:  
Kathleen Jeanfaivre  
53 Beaconview Drive  
Fairfield, CT 06430

All notices, demands and requests shall be effective upon being deposited in the United States Mail or in the case of personal delivery, upon actual receipt.

14.2 NO BROKERAGE: In no event shall the Lessee subject Lessor's interest or the Lessor to the payment of a real estate brokerage commission.

14.3 INVALID PROVISIONS: If any clause, Section, Article, Paragraph, or Subparagraph of this Lease shall be unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other clause, Section, Article, Paragraph, or Subparagraph, or give rise to any cause of action of either party to this Lease against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law.

14.4 WAIVER: The waiver by Lessor of, or the failure of Lessor to take action with respect to, any breach of any term, covenant, condition, provision, restriction, or reservation herein contained, shall not be deemed to be a waiver of such term, covenant condition, provision, restriction, or reservation of subsequent breach of same, or of any other term, covenant, condition, provision, restriction, or reservation herein contained. Lessor may grant waivers in the terms of this Lease, but such must be in writing and signed by the Lessor before being effective.

The subsequent acceptance of rent or other payments hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, condition, provision, restriction, or reservation of this Lease, other than the failure of Lessee to pay the particular rent or other payment so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such lease fee payment.

14.5 LESSOR'S RIGHT TO PROSECUTE OR DEFEND: Lessor shall have the right, but shall be under no duty or obligation, to prosecute or defend, in its own or the Lessee's name, any actions or proceedings appropriate or necessary to the protection of its

title to, and Lessee's occupancy, use, and possession of or interest in the Leased Premises. Whenever requested by Lessor, Lessee shall give Lessor all reasonable aid in any such action or proceeding.

14.6 CONSTRUCTION: Whenever in this Lease a pronoun is used, it shall be construed to represent either the singular or the plural, masculine or feminine as the case shall demand.

14.7 CAPTIONS AND TABLE OF CONTENTS: The captions and table of contents, if any, appearing in this Lease are for convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms, covenants, conditions, provisions, restrictions, or reservations of this Lease.

14.8 PARTIES BOUND

This Lease sets forth the entire agreement between the parties hereto with respect to the leasing of the Leased Premises; is binding upon and inures to the benefit of the parties here to and, in accordance with the provisions hereof, their respective successors in interest, heirs and assigns. This Lease may be altered or amended only by written notice executed by the parties hereto or their legal representatives or, in accordance with the provisions hereof, their successors in interest.

14.9 GOVERNING LAW: This Lease shall be interpreted in accordance with and governed by the laws of the State of Connecticut. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against Lessor or Lessee.

14.10 THIS AGREEMENT is being executed in at least two counterparts, each of which shall be considered a duplicate original with one original to the Town of Fairfield to be placed on file at its office at Town Hall, Fairfield, Connecticut; and one original to the herein named Lessee.

IN WITNESS WHEREOF, the parties have executed this Lease at  
Fairfield, Connecticut on the day and year first above written.

TOWN OF FAIRFIELD

Elizabeth Dobson  
Witness

BY: Paul A. Audley  
Paul A. Audley  
First Selectman

Thomas Fletcher  
Witness THOMAS FLETCHER

John R. Curran  
Witness JOHN R. CURRAN

Kathleen Jeanfaivre  
LESSEE Kathleen Jeanfaivre

Mark A. Kirsch  
Witness MARK A. KIRSCH

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) ss: Fairfield


On this the 6<sup>th</sup> day of July, 1995, before me the undersigned  
officer, personally appeared Paul A. Audley, First Selectman of  
the Town of Fairfield, as aforesaid, signer and sealer of the  
foregoing instrument, and acknowledged that he executed the same  
for the purposes therein contained as his free act and deed and  
the free act and deed of the Town of Fairfield.

Suzanne Gofleski  
SUZANNE GOFLESKI  
Notary Public  
My Commission Expires: NOV 30, 1999



STATE OF CONNECTICUT )  
                                  ) ss: Fairfield  
COUNTY OF FAIRFIELD )

On this the 6th day of July, 1995, before me, the undersigned officer, personally appeared Kathleen Jeanfaivre, signer and sealer of the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained as her free act and deed.

  
\_\_\_\_\_  
JOHN R. CURRAN  
Commissioner of Superior Court  
~~Notary Public~~  
~~My Commission Expires:~~

**SCHEDULE A**

All that certain piece or parcel of land known as Parcel A, together with the improvements located thereon, shown and designated on that certain map entitled "Map of Owner Built Housing for The Town of Fairfield", Fairfield, Conn., Scale 1"=20', Dated September 23, 1992, Bars Set Nov. 6, 1992, Revised March 4, 1993, Revised Oct. 20, 1993, As-Built May 8, 1995, Prepared by The Huntington Company, Engineers & Surveyors - Fairfield, Conn., and filed in the Office of the Town Clerk of Fairfield in the Town of Fairfield as Map No. 6272.

Such premises being also known as 53 Beaconview Drive, Fairfield, Connecticut.

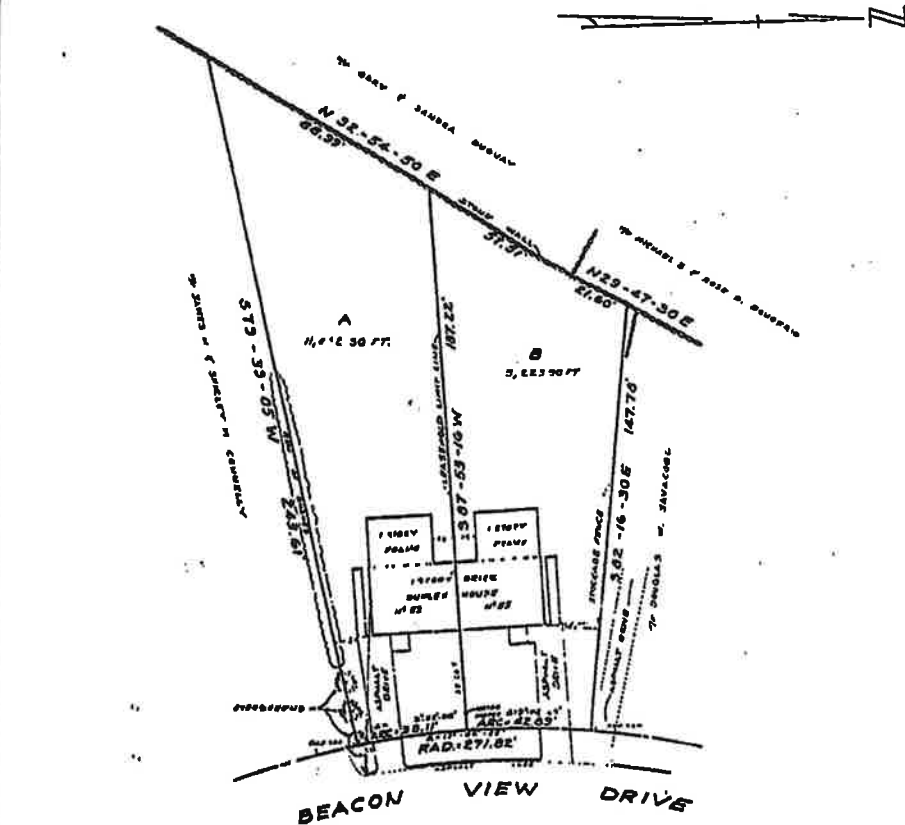
Such premises are conveyed SUBJECT TO:

1. Current taxes due to the Town of Fairfield, including any taxes due to any reassessment or reallocation from the completion of the dwelling and the issuance of a certificate of occupancy, which become due and payable after the date of delivery of the Lease.
2. Current charges due the Water Pollution Control Authority, which become due and payable after the date of delivery of the Lease.
3. Any assessments or pending assessments for which a lien or liens have not as yet been filed in the Fairfield Town Clerk's Office.
4. Any restrictions or limitations imposed by governmental authority, including building and setback lines, building, zoning and planning rules and regulations of the City or Town, and region or district, if any, in which the such premises are situated, and any and all provisions of any ordinance, municipal regulation or public or private law.
5. Notes and such state of facts as are shown on the above referenced map.
6. The provisions, if applicable, of any inland/wetlands or coastal wetlands statutes, ordinances, rules and regulations.
7. The effect, if any, of Public Act 84-535.
8. Riparian or littoral rights of others in or to any watercourse or body of water on or adjacent to the property.
9. Terms and conditions of that certain Declaration Re: Party Wall and Utilities, dated July 6, 1995 and recorded on the Fairfield Land Records on July 6, 1995 at 2:50 ~~a.m.~~/p.m.

EXHIBIT  
PREMISES

VOL. 1497 PAGE 287

THIS MAP IS NOT A SUBDIVISION.  
IT IS INTENDED TO SHOW PLANNED LOTS.



NOTE:  
THIS MAP IS NOT A SUBDIVISION.  
IT IS INTENDED TO SHOW PLANNED LOTS.

MAP OF  
OWNER BUILT HOUSING  
FOR  
THE TOWN OF FAIRFIELD

FAIRFIELD, CONN.

SEPTEMBER 23, 1992  
DACS 377 NOV. 9, 1992  
REVISED DEC. 20, 1993  
AS-BUILT, MAY 6, 1995

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, BELIEF AND FAITH  
THAT THIS MAP IS A TRUE AND CORRECT REPRESENTATION OF THE  
LAND SHOWN THEREON AND THAT I AM A LICENSED SURVEYOR AND  
AM NOT PROVIDING ANY SERVICES OR ASSISTANCE TO ANY OTHER  
PERSON OR ENTITY IN CONNECTION WITH THIS MAP.

*[Signature]*

THE HUNTINGTON COMPANY  
SURVEYORS & ENGINEERS - FAIRFIELD, CONN.

SCALE: 1"=20'

RECEIVED FOR RECORD JUL - 6 1995 AT 2:51 P.M.

ATTEST: *[Signature]*  
TOWN CLERK

# 55 BEACON VIEW DRIVE

**Location** 55 BEACON VIEW DRIVE

**Mblu** 76/ 52/ 1/ 1

**Acct#** 17308

**Owner** DIAZ ROBERTA & ISAIAS JR

**Assessment** \$168,560

**Appraisal** \$240,800

**PID** 6267

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$45,300	\$195,500	\$240,800

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$31,710	\$136,850	\$168,560

## Owner of Record

**Owner** DIAZ ROBERTA & ISAIAS JR  
**Co-Owner**  
**Care Of**  
**Address** 55 BEACON VIEW DRIVE  
 FAIRFIELD, CT 06825-3704

**Sale Price** \$0  
**Certificate**  
**Book & Page** 1497/12-4  
**Sale Date** 07/06/1995  
**Qualified** U

## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
DIAZ ROBERTA & ISAIAS JR	\$0		1497/12-4	07/06/1995
DIAZ ROBERTA & ISAIAS JR	\$0		1497/0312	07/06/1995
FAIRFIELD TOWN OF	\$145,000		1184/0121	10/09/1992

## Building Information

### Building 1 : Section 1

**Year Built:** 1942  
**Living Area:** 1,072  
**Replacement Cost:** \$87,883  
**Building Percent Good:** 50

**Replacement Cost**

**Less Depreciation:** \$43,900

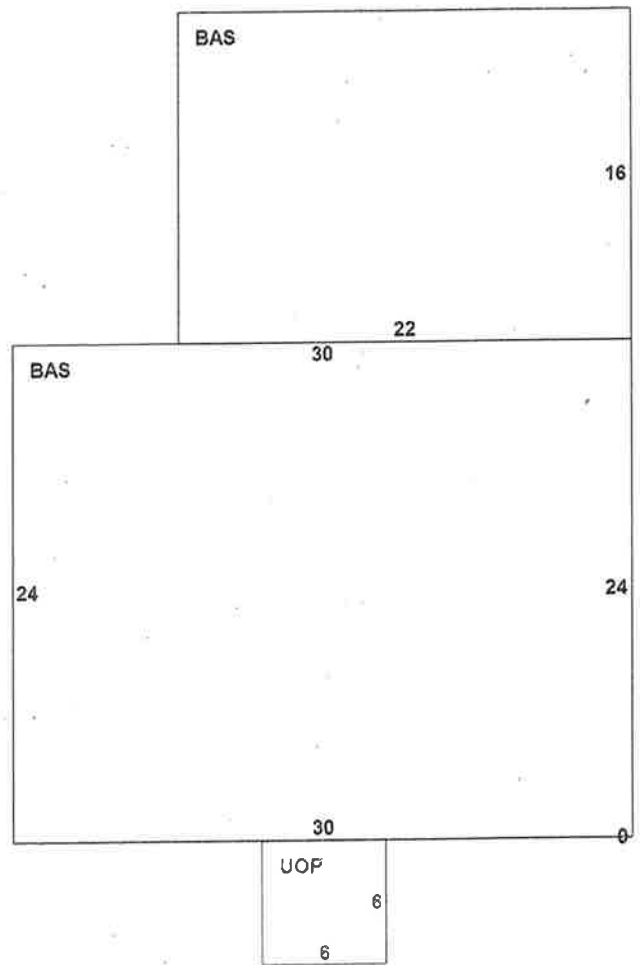
Building Attributes	
Field	Description
Style:	1/2 Duplex
Model	Residential
Grade:	03
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Brick/Masonry
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Linoleum
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	5 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0088\IMG\\_0773\\_881](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0088\IMG_0773_881))

**Building Layout**



(ParcelSketch.ashx?pid=6267&bid=6184)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,072	1,072
UOP	Porch, Open, Unfinished	36	0
		1,108	1,072

**Extra Features**

Extra Features	
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 1015  
**Description** 1/2 Duplex Residential  
**Zone** R3  
**Neighborhood** 0090  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Sqr Feet)** 9223  
**Depth** 0  
**Assessed Value** \$136,850  
**Appraised Value** \$195,500

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SHD1	SHED FRAME			96.00 S.F.	\$1,400	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$45,300	\$195,500	\$240,800
2021	\$45,300	\$195,500	\$240,800
2020	\$45,300	\$195,500	\$240,800

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$31,710	\$136,850	\$168,560
2021	\$31,710	\$136,850	\$168,560
2020	\$31,710	\$136,850	\$168,560

LEASE

55 BEACONVIEW DRIVE, FAIRFIELD, CONNECTICUT

THIS LEASE made and entered into this 6th day of July, 1995, by and between THE TOWN OF FAIRFIELD (hereinafter referred to as the "Town" or the "Lessor") and ROBERTA DIAZ and ISAIAS DIAZ, JR. (the "Lessee");

WHEREAS, the TOWN, through its Board of Selectmen, is interested in providing affordable owner-occupied housing for persons of low and moderate income (the "Program");

WHEREAS, the TOWN, in order to implement the Program, has developed a plan (the "Plan") for the renovation of two (2) dwellings on the premises located on Beaconview Drive, Fairfield, Connecticut, more particularly described on the attached Exhibit entitled PREMISES and on Schedule "A" attached hereto (such premises, along with the buildings to be constructed thereon, may be hereafter referred to collectively as "the Site");

WHEREAS, the Plan has been approved and financially assisted by the TOWN;

WHEREAS, the aims and goals of the Program can best be achieved by encouraging owner/occupancy of the dwelling units after they have been constructed, and by the selection of lessees for them who have indicated an interest and a willingness to participate in the Program;

WHEREAS, the TOWN wishes to preserve and maintain the use, occupancy and benefit of the Site for persons of low and moderate income in order to further attain the goals and purposes of the Program;

WHEREAS, the Leased Premises, as hereinafter defined, have been acquired and are being leased by the Town in furtherance of the Program;

WHEREAS, the Lessee shares the purposes and goals of the Town and has agreed to enter into this Lease not only to obtain the benefits of decent and affordable housing for themselves, but also to further the Program of the Town;

WHEREAS, the Lessor and Lessee recognize the special nature of the terms and conditions of this Lease and each of the parties

005627

EXEMPT - Local Convenience Tax received  
EXEMPT State - Magistrate of Justice  
Town Clerk of Fairfield

hereto, with the independent advice of legal counsel (counsel's acknowledgment attached), freely accepts such terms and conditions, including, without limitation, such terms and conditions as might affect the marketability or resale price of the Leased Premises, as hereinafter defined;

WHEREAS, it is mutually understood and accepted by Lessor and Lessee that the terms and conditions of this Lease further the parties' shared goal of preserving access to land and the availability of decent, affordable housing and home ownership opportunities for low and moderate income people over an extended period of time and through a succession of owners;

NOW, THEREFORE, in consideration of the foregoing recitals, of mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I: DEMISE OF LEASED PREMISES**

1.1 Premises: The Lessor, in consideration of the Lessee paying rent hereunder, as set forth below, and in consideration of the terms, conditions, covenants and agreements contained herein, does hereby demise and leave unto Lessee, and Lessee does hereby take and hire from Lessor, the Leased Premises, as hereinafter defined, and subject to such matters as may be set forth on Schedule A attached hereto and made a part hereof, as well as all easements, restrictions and covenants as of record may appear. Leased Premises shall mean that certain piece or parcel of land at the Site, known as Parcel B, together with the improvements located thereon, all of which are shown and designated on that certain map entitled "Map of Owner Built Housing for The Town of Fairfield", Fairfield, Conn., Scale 1"=20', Dated September 23, 1992, Bars Set Nov. 6, 1992, Revised March 4, 1993, Revised Oct. 20, 1993, As-Built May 8, 1995, Prepared by The Huntington Company, Engineers & Surveyors - Fairfield, Conn., and filed in the Office of the Town Clerk of Fairfield in the Town of Fairfield as Map No. 6272 (the "Map"), a copy of the Map being contained in that certain Exhibit entitled PREMISES attached



hereto and made a part hereof. The Leased Premises are also known as 55 Beaconview Drive, Fairfield, Connecticut. The Lessee shall pay rent in advance for the entire term of this Lease including any renewals or extensions thereof, in the amount of \$82,000.00. Such rent shall be over and above, and in addition to, all taxes, assessments and other charges that may be payable hereunder by Lessee. Lessee shall also pay as rent thereafter, the sum of \$1.00 per annum commencing on the first day of January following the delivery of this Lease, and continuing on the first day of each January thereafter during the term of this Lease. The Lessor has furnished to Lessee a copy of the title report obtained by Lessor for the Leased Premises, and Lessee accepts title to the Leased Premises in their condition "as is" as of the execution hereof.

1.2 Additional Rent in Lieu of Taxes: Commencing on the first day of October following the fifth anniversary of this Lease, and continuing through the term hereof, if Lessee is not already paying real property taxes on the land portion of the Leased Premises, Lessee shall pay to Lessor additional rent in an amount equal to that portion of the tax attributable to the land portion of the Leased Premises.

Such additional rent shall start at an amount equal to twenty (20%) percent of the normal and appropriate tax based upon the land assessment for the Leased Premises, and shall increase by twenty (20%) percent of such normal and appropriate tax for each of the four years following such commencement until the additional rent shall equal the full amount of the tax attributable to the land portion of the Leased Premises. Nothing contained in this paragraph shall be deemed to prohibit or inhibit the Town from taxing the Leased Premises in accordance with applicable law. If the Town shall assess the land portion of the Leased Premises and levy a tax thereon at any time during the term of this Lease, the additional rent required hereunder shall abate at such time as, and to the extent that, the real property tax based upon such assessment becomes effective.

**ARTICLE II: DURATION OF LEASE**

2.1 **PRINCIPAL TERM:** The term of this Lease shall be ninety-nine (99) years, commencing on the 6th day of July, 1995, and terminating on the 5th day of July, 2094, unless sooner terminated as provided herein.

2.2 **LESSEE'S OPTION TO EXTEND:** Lessee may extend the principal term of this Lease for an additional period of ninety-nine (99) years, subject to all of the provisions of this Lease. Lessee's right to exercise this option to extend is subject to the following conditions: this Lease shall be in effect at the time notice of exercise is given and on the last day of the term; and the Lessee shall not then be in default under any provision of this Lease or any loan documents between Lessee and any Permitted Mortgagees. In order to extend the term of this Lease, Lessee shall give Lessor written notice, not more than 365 nor less than 180 days before the last day of the current term, irrevocably exercising the option to extend. Each party shall then, at the request of the other, execute a memorandum, in recordable form, acknowledging the fact that the option had been exercised and otherwise complying with the requirements of law for an effective memorandum or notice of lease.

**ARTICLE III: USE OF LEASED PREMISES**

3.1 **RESIDENTIAL USE ONLY:** Lessee shall use, and shall cause all occupants thereof to use, the Leased Premises only for residential purposes and such incidental activities related to residential use as are permitted by the Fairfield Zoning Regulations, as amended from time to time. Lessee agrees and acknowledges that the foregoing limitations, all other conditions and restrictions contained herein, and any conditions and restrictions set forth on that certain Exhibit entitled RESTRICTIONS if such Exhibit is attached hereto and made a part hereof, are essential to the fulfillment of the charitable purposes of Lessor and are conditions and restrictions on the use of the Leased Premises intended to run the full term of this Lease.

3.2 RESPONSIBLE USE: Lessee shall use the Leased Premises in a manner so as not to cause real harm nor create any nuisances, public or private; and shall dispose of any and all waste in a safe and sanitary manner.

3.3 RESPONSIBLE FOR OTHERS: Lessee shall be responsible for the proper use of the Leased Premises by members of Lessee's family, their friends or visitors, or anyone else using the property with their consent, and shall make them aware of the spirit, intent and appropriate terms of this Lease.

3.4 OCCUPANCY: Lessee shall occupy the Leased Premises as Lessee's full-time residence. Occupancy of the Leased Premises shall be limited to Lessee and the members of his immediate family. "Immediate Family" as used herein shall mean the spouse of Lessee, issue of Lessee or of his spouse, a parent or parents of Lessee or of his spouse, or such other person who is recognized and approved in writing by the Lessor as a bona fide member of such family unit. Immediately family shall be deemed to include an attendant of a handicapped or disabled immediate family member. Failure of the Lessee to occupy the Leased Premises as required by this paragraph shall not be grounds to terminate this Lease, but shall entitle Lessor to exercise the option to purchase as provided for under Article 10.5 below.

3.5 INSPECTION: Lessor may inspect any portion of the Leased Premises at any reasonable time and in any reasonable manner, upon at least twenty-four (24) hours notice to Lessee.

3.6 LESSEE'S RIGHT TO PEACEFUL ENJOYMENT: Lessee has the right to undisturbed enjoyment of the Leased Premises, and Lessor has no desire or intention to interfere with the personal lives, associations, expressions, or actions of Lessee subject to the terms, covenants, conditions, provisions, restrictions, or reservations of this Lease.

3.7 CONDITION OF LEASED PREMISES: Lessee agrees that Lessee shall maintain the Leased Premises in good, safe, and habitable condition in all respects, and in full compliance with all applicable laws, ordinances, rules and regulations of any

governmental authority with jurisdiction over matters concerning the condition of real property used as are the Leased Premises.

**ARTICLE IV: TAXES AND ASSESSMENTS**

4.1 **LESSEE'S RESPONSIBILITY FOR TAXES AND ASSESSMENTS ON LEASED PREMISES:** Lessee shall be responsible for all taxes and assessments, no matter how designated, that relate to land and improvements comprising the Leased Premises. Such taxes and assessments for the Site shall be allocated by Lessor between the Leased Premises and Parcel A as shown on the Map. Lessee shall pay such allocated taxes and assessments promptly to Lessor, not later than the date that the taxes and assessments for the Site become due and payable. Lessee shall also pay, when due and as directed by Lessor, all service bills, utilities charges, or other governmental assessments charged against the Site and allocated by the Lessor to the Leased Premises.

4.2 **LESSEE'S RIGHT TO CONTEST:** Lessee shall have the right to contest, in its own name and at its sole cost and expense, the amount or validity of any tax or assessment for which Lessee is responsible pursuant to 4.1 above. Lessor shall not, under any circumstances, be required to join in any such proceedings.

4.3 **PROOF OF COMPLIANCE:** In the month following such payment, each party will furnish evidence satisfactory to the other documenting the payment of all taxes, assessments, and charges, as required by the provisions of this Lease. A photocopy of a paid receipt for such charges showing payment prior to the due date thereof shall be the usual method of furnishing such evidence.

**ARTICLE V: LIENS**

5.1 **PROHIBITION OF LIENS:** The Lessee shall not suffer or permit any vendor's, mechanic's, laborer's, or materialman's statutory or similar lien to be filed against the Leased Premises. Lessee shall, in any event, within sixty (60) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or as otherwise permitted by law. If Lessee shall

fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy of Lessor, Lessor, may, but shall not be obligated to, discharge the same by paying the amount in question. Lessee, in good faith and at Lessee's expense, may contest the validity of any such asserted lien, provided Lessee has furnished a bond in an amount set by statute or otherwise sufficient to release the Leased Premises from such lien. Any amounts paid by Lessor hereunder shall be deemed to be additional rental payable by Lessee upon demand.

**ARTICLE VI: MAINTENANCE**

6.1 MAINTENANCE: Lessee shall, at Lessee's sole expense, maintain the Leased Premises in accordance with all applicable laws, rules, ordinances, orders and regulations of all governmental agencies and entities with jurisdiction and all insurance companies insuring all or any part of the Leased Premises. Lessor shall not be required to furnish any services or facilities, including but not limited to heat, electricity, air conditioning or water, or to make any repairs to the Leased Premises, whether structural or non-structural, and Lessee hereby assumes the full and sole responsibility for furnishing all services or facilities and making all such repairs.

**ARTICLE VII: SURRENDER UPON EXPIRATION OF LEASE TERM**

7.1 SURRENDER: Upon the expiration of the term hereof or any renewal term, or upon any sooner termination as provided for herein, Lessee shall yield up and surrender the Leased Premises to the Lessor.

**ARTICLE VIII FINANCING**

8.1 PERMITTED MORTGAGES ONLY: Lessee shall not mortgage, pledge or encumber the Leased Premises or any portion thereof or interest therein except through a Permitted Mortgage. For the purposes of this Lease, a "Permitted Mortgage" shall be a mortgage:

- i. which shall run in favor of either (a) a so-called "institutional lender" such as, but not limited to, a

federal, state, or local housing finance agency, a bank (including savings and loan association), an insurance company, a pension and/or profit-sharing fund or trust, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision, or (b) a "community loan fund," and which has a first lien on the Leased Premises.

ii. which shall provide among other things, that in the event of a default in any of the mortgagor's obligations thereunder, the holder thereof shall notify Lessor of such fact and Lessor shall have the right (but shall not have the obligation) within 120 days after its receipt of such notice, to cure such default in the mortgagor's name and on mortgagor's behalf, provided that current payments due the holder during such 120 day period (or such lesser time period as may have been required to cure such default) are made to the holder, and shall further provide that said holder shall not have the right, unless such default shall not have been cured within such time, to accelerate the note secured by such Permitted Mortgage or to foreclose under the Permitted Mortgage on account of such default;

iii. which shall provide, among other things, that if after such cure period the Permitted Mortgagee intends to accelerate the Note secured by such Permitted Mortgage or initiate foreclosure proceedings under the Permitted Mortgage, all in accordance with this Section 8.1, the Permitted Mortgagee shall first notify Lessor of its intention to do so and Lessor shall have the right, but not the obligation, upon notifying the Permitted Mortgagee within thirty (30) days of receipt of said notice from the Permitted Mortgagee, to pay off the indebtedness secured by the Permitted Mortgage and to acquire the interest of Permitted Mortgagee in and to the Leased Premises; and

iv. which shall provide that such Permitted Mortgagee will use reasonable efforts to sell the Leased Premises pursuant

to any sale during, after or in lieu of foreclosure to a purchaser who is a low or moderate income resident as defined herein, or to a cooperative whose shareholders are low and moderate income residents, as applicable.

8.2 Not less than ten (10) days prior to the date on which Lessee shall request Lessor's consent to a mortgage, Lessee shall furnish to Lessor true and correct copies of each and every document and instrument to be executed in connection with the transaction represented by such mortgage, and, notwithstanding anything to the contrary contained herein, Lessor shall not be required to consent to such mortgage unless:

- i. the mortgage so submitted shall be a Permitted Mortgage;
- ii. at the time of such submission and at the time proposed by Lessee for the execution of such documents, no default shall then be outstanding under this Lease;
- iii. such Permitted Mortgage and related documentation shall contain no provisions other than provisions generally contained in mortgages used for similar transactions in the State of Connecticut by institutional mortgagees;
- iv. such Permitted Mortgage and related documentation shall contain no provisions which shall or could be construed as rendering Lessor or any subsequent holder of the Lessor's interest in and to this Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by such note and Permitted Mortgage or any part thereof;
- v. such Permitted Mortgage and related documentation shall contain provisions to the effect that the holder of the Permitted Mortgage shall not look to Lessor, but will look solely to Lessee, the Leasehold Estate, the Leased Premises, or such other buildings and improvements which may from time to time exist on the Leased Premises, for the payment of the debt secured thereby

or any part thereof. It is the intention of the parties hereto that Lessor shall consent to such Permitted Mortgage for the sole and exclusive purpose of allowing Lessee to obtain financing for the acquisition of the Leased Premises without any liability on the part of Lessor for any deficiency judgment;

- vi. such Permitted Mortgage and related documentation provides that in the event any part of the Leased Premises is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over by the holder of the Permitted Mortgage in accordance with the provisions of ARTICLE IX hereof;
- vii. such Permitted Mortgage and related documentation provides that nothing contained in the Permitted Mortgage or such related documentation shall obligate Lessor to execute an assignment of the rent payable by Lessee to Lessor under the terms of this Lease.

8.3 Any Permitted Mortgagee shall have the right, but not the obligation, without requirement of consent by the Lessor to:

- i. cure any default under this Lease, and to perform any obligation required hereunder, and any such cure or performance by Permitted Mortgagee shall be effective as if the same had been undertaken and performed by Lessee; and
- ii. acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to Lessee by this Lease or otherwise by law, subject to the provisions, if any in said Permitted Mortgage limiting any exercise of any such right, remedy or privilege; and
- iii. rely upon and enforce any provisions of this Lease to the extent that such provisions are for the benefit of a Permitted Mortgagee.

A Permitted Mortgagee shall have the right to correct the Lessee's default within 120 days from the Permitted Mortgagee's



receipt of a notice to terminate this Lease.

A Permitted Mortgagee shall not, as a condition to the exercise of its rights hereunder, be required to assume personal liability for the payment and performance of the obligations of the Lessee hereunder. Any such payment or performance or other act by Permitted Mortgagee hereunder shall not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession of the Leased Premises and the Leasehold Estate or collects fees or rentals from Lessee; provided, however, that in the event the Permitted Mortgagee transfers the Leased Premises to a purchaser of the same (other than Permitted Mortgagee at any judicial foreclosure sale or trustee's sale of Lessee's interest hereunder) any such transferee shall be required to enter into a written agreement assuming such personal liability and upon any such assumption the Permitted Mortgagee shall automatically be released from personal liability thereunder.

8.4 Any amendments to this Lease shall be subject to the written approval of Permitted Mortgagee, which approval shall not be unreasonably withheld or delayed. The passage of thirty (30) days after submittal to Permitted Mortgagee of such requested amendments without approval or disapproval by Permitted Mortgagee shall be deemed approval thereof.

8.5 The Lessor shall have no right to cancel this Lease if the Permitted Mortgagee has commenced foreclosure and is diligently pursuing the same.

8.6 Notwithstanding anything contained in this Lease to the contrary, in the event of foreclosure by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure, at the election of the Permitted Mortgagee:

1. the provisions of Article III, Section 3.5 shall be suspended during the period of mortgagee's ownership.

8.7 The provisions set forth in this Article VIII shall be binding upon and inure to the benefit of the successors, assigns and personal representatives of Lessor, Lessee, and Permitted

Mortgagee.

8.8 Whenever in this Article notice is to be given to Permitted Mortgagee, such notice shall be given in the manner set forth in Article XIII, Section 13.1 of this Lease to the Permitted Mortgagee at the address given by the Permitted Mortgagee to Lessor by written notice to Lessor sent in the manner set forth in Article XIII, Section 13.1 of this Lease.

8.9 Lessee shall pay to Lessor on demand at Lessor's option, as additional rent hereunder, all fees, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Lessor in connection with any Permitted Mortgage.

8.10 The ownership of both the fee simple title and the Leasehold Estate by the same owner will not effect a merger of such estates while either estate is encumbered by a mortgage, without the written consent of the mortgagee.

**ARTICLE IX: LIABILITY, INSURANCE, DAMAGE AND DESTRUCTION, EMINENT DOMAIN**

9.1 LESSEES' LIABILITY: Lessee assumes sole responsibility and liability, to any and all persons and authorities, related to its possession, occupancy and use of the Leased Premises.

9.2 INDEMNIFICATION OF LESSOR: Lessor shall not be liable, and Lessee shall defend, indemnify and hold Lessor harmless against all liability and claims of liability, for damage or injury to person or property on the Leased Premises from any cause. Lessee waives all claims against Lessor for damage or injury to person or property on or about the Leased Premises from any cause.

Lessee waives all claims against Lessor for damage or injury to person or property on or about the Leased Premises arising, or asserted to have arisen, on or about the Leased Premises from any cause whatsoever. Notwithstanding the foregoing two sentences, Lessor shall remain fully liable (and Lessee shall not indemnify and defend Lessor against nor waive such claims of liability) for damage or injury due to the negligent or intentional acts or omissions of Lessor or Lessor's agents or employees.

9.3 PAYMENT BY LESSOR: In the event the Lessor shall be required

to pay any sum whatsoever which is of the Lessee's responsibility or liability, the Lessee shall reimburse the Lessor therefor and for reasonable expenses caused thereby on demand by Lessor and the same shall constitute additional rent hereunder.

9.4 INSURANCE:

(a) Insurance Coverage of Leased Premises: Lessee shall, at Lessee's sole expense, keep the Leased Premises and all buildings and improvements situated thereon continuously insured against loss or damage by fire with extended coverage hazards for the full replacement value thereof.

(b) Bodily Injury Liability Insurance: Lessee shall, at Lessee's sole expense, maintain continuously in effect bodily injury liability insurance covering the Leased Premises and its appurtenances in the amount of One Hundred Thousand dollars (\$100,000.00) for injury to or death of any one person, and Three Hundred Thousand dollars (\$300,000.00) for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of One Hundred Thousand dollars (\$100,000.00). The dollar amount of each such coverage shall be adjusted at least every two (2) years from the date hereof, or upon Lessor's demand with 30 day notice to Lessee. This adjustment shall be equal to the percentage of change (positive or negative) over the period since the last adjustment in the Consumer Price Index for medical care paid by All Urban Wage Earners who live in urban areas the size of Fairfield, Connecticut. Such index is maintained by the Office of Prices and Living Conditions of the Bureau of Labor Statistics, of the U.S. Department of Labor. If said index ceases to be readily available, Lessor at its sole discretion, shall choose a CPI index that closely approximates the medical care index. Such insurance shall specifically insure Lessee against all

liability assumed hereunder, as well as all liability imposed by law, and shall also insure Lessor as an additional insured so as to create the same liability on the part of insurer as though separate policies had been written for Lessor and Lessee.

- (c) Lessee shall provide Lessor with copies of all policies and renewals thereof. All policies shall also contain endorsements providing that they shall not be cancelled, reduced in amount or coverage, or otherwise modified by the insurance carrier involved without not less than thirty (30) days prior written notice being given to Lessor. Lessor shall be entitled to participate in the settlement or adjustment of any losses covered by such policies of insurance.

9.5 DAMAGE OR DESTRUCTION: In the event of fire or other casualty to the Leased Premises, Lessee shall forthwith commence, and thereafter diligently and continuously prosecute to completion, the repair of such damage and restoration of the Leased Premises to a condition substantially similar to its condition immediately prior to such damage. All such repairs and restoration shall be completed as promptly as possible. Lessee shall also promptly take all steps necessary to assure that the Leased Premises shall be and remain safe and not constitute a hazard or danger to persons or property from the time of the fire or other casualty.

9.6 EMINENT DOMAIN AND PUBLIC DEDICATION: In the event of:

I. A taking of the entire Leased Premises by reason of eminent domain or other action of public authority prior to the expiration of the term of this Lease, this Lease shall forthwith terminate and the entire amount of any award(s) paid shall be allocated as follows:

- (a) As a first charge against said award(s), there shall be paid therefrom to the then holders of the Permitted Mortgage(s) the amount required to pay and discharge the same in full.
- (b) The balance, if any, of said award(s) shall be

allocated between Lessee and Lessor such that Lessee shall receive compensation from the condemning authority for the value of its leasehold interest and Lessor shall receive compensation from such authority for the value of its interest remaining, and Lessee shall not by reason of such taking or condemnation be entitled to any claim against Lessor for compensation or indemnity for leasehold interest.

II. A taking (as aforesaid) of less than the entire Leased Premises, then the proceeds paid or payable by reason of such taking shall be allocated as follows:

- (a) First, if the then holder or holders of Permitted Mortgage(s) shall require that the balance of the proceeds be applied against the mortgage indebtedness, that application shall be made.
- (b) Second, if the improvements on the Leased Premises may reasonably be restored to a residential use consistent with this Lease, the Lessor may in its discretion allocate some or all of the proceeds to enable Lessee to repair and restore that which may remain thereof.
- (c) Any remainder after the use of such proceeds as set forth in (a) or (b) above, shall be allocated between Lessor and Lessee as set forth in Section 9.6 I (b) above. Any and all proceedings brought by Lessee in connection with the claim or claims for damages as a result of any taking referred to in this Section shall be conducted by and at the sole expense of the Lessee. If any provision of law now or hereafter in effect shall require that said proceedings be brought by or in the name of any owner of the Leased Premises, Lessor shall join in such proceedings or permit the same to be brought in its name. Lessor covenants and agrees to do any and all acts and to execute any and all documents which may be required to enable Lessee to maintain such proceedings. If Lessor shall incur any cost or expense

in connection with such proceedings, Lessor shall be entitled to reimbursement for the reasonable amount thereof and same shall likewise constitute a first charge against any award after payment to permitted mortgagee as hereinbefore provided.

9.7 SOLE REMEDY: The remedies specified in 9.6 shall constitute Lessee's sole remedy in this event and shall not give rise to any cause of action by Lessee against Lessor for damages.

**ARTICLE X TRANSFER, SALE, OR DISPOSITION OF LEASED PREMISES**

10.1 INTENT AND ACKNOWLEDGMENT: The terms and conditions of this Article have been freely accepted by the parties, each with the independent and informed advice of legal counsel. The provisions and restrictions contained herein exist to further the mutual purposes and goals of Lessor and Lessee set forth herein to create and preserve access to land, decent and affordable housing and home ownership opportunities for low and moderate income people who are often denied such opportunities for lack of financial resources. It is the express understanding and intent of the parties that the terms and conditions hereof will enhance the marketability of the Leased Premises by making them affordable to low and moderate income families who, absent such provisions, would be unable to afford them. It is expressly agreed that this paragraph is merely a statement of intent and does not create any additional rights in favor of the Lessee.

10.2 TRANSFER TO LOW OR MODERATE INCOME RESIDENTS: In accordance with the provisions of 10.3 and 10.5, Lessee may only sell, transfer, or otherwise dispose of its leasehold interest hereunder to someone who is a low or moderate income resident, as defined herein. Lessee shall not, in any event, make such sale, transfer or other disposition directly to any other person or entity without following the procedure set forth below, except in the case of a sale, transfer or other disposition to a Permitted Mortgagee in lieu of foreclosure.

10.2a DEFINITION OF LOW AND MODERATE INCOME HOUSEHOLDS: low and moderate income households shall be those defined as such by the

United States Department of Housing and Urban Development ("HUD") or the Connecticut Housing Finance Authority ("CHFA"), as the case may be. Notwithstanding anything else contained herein, not less than one hundred (100%) percent of such low or moderate income households located at the Site shall be low or moderate income households as defined by HUD.

10.3 NOTICE TO LESSOR: Except in the case of a sale, transfer or other disposition to a Permitted Mortgagee in lieu of foreclosure, in the event Lessee contemplates sale, transfer or disposition of its Leasehold Interest in the Leased Premises to a third party, then:

- (a) if Lessee intends a direct sale to a low or moderate income household as defined in this Lease, then not less than sixty (60) days prior to the contemplated closing thereof, the Lessee shall give Lessor notice thereof, and the name and address of such qualified low or moderate income resident. Lessee shall include with such notice the following or comparable items: (1) the tax return of the assignee or buyer for the immediately preceding year; (2) a current verification of assignee's or buyer's employment; and (3) the pay stubs of the assignee or buyer for the three months immediately preceding the month in which notice is given to the Lessor. No assignment, sale, transfer or other disposition shall be effective unless and until (a) such notice and accompanying documentation are received by Lessor as aforesaid, and (b) (i) Lessor confirms in writing within sixty (60) days of receipt that such assignee or buyer is a low or moderate income resident or (ii) Lessor fails to respond in writing within sixty (60) days of its receipt of such notice, and the contents of such notice are true and complete as specified herein, in which case such failure on the part of Lessor shall be deemed to constitute confirmation of such status;

- (b) if Lessee has no specific qualified resident committed to purchase its Leasehold Interest in the Leased Premises, then Lessee shall give Lessor notice that such Leasehold Interest will be offered for sale to a low or moderate income resident as defined in this Lease, which notice shall contain a detailed listing of the terms and conditions of such intended sale. Within forty-five (45) days of Lessor's receipt of such notice, Lessor shall either:
- (i) exercise its option to purchase on the terms and within the time period set forth in Sections 10.5, 10.6, and 10.7 below; or
  - (ii) locate an interested purchaser who is a low or moderate income resident as defined in this Lease and obtain from such purchaser a binding commitment to purchase from the Lessee; or
  - (iii) notify the Lessee that such party is free to sell the Leasehold Interest in the Leased Premises in the open market (a) to any party who is a low or moderate income resident as defined in this Lease, (b) at the then applicable Purchase Option Price (as defined below); subject to all the terms and conditions of the existing Lease.

10.4 TRANSFER TO LESSEE'S HEIRS: Upon receipt of notice from the executor of the decedent Lessee's estate within ninety (90) days of the death of the Lessee (or the last surviving co-owner of the Leased Premises) Lessor shall, unless, for good cause shown, agree to the transfer of the Leased Premises to one or more of the following, for similar residential purposes, upon the same conditions:

- (a) the spouse of the Lessee; or
- (b) the minor child or minor children of the Lessee.

In consenting to the transfer, Lessor shall act according to the expressed wishes, if any, of the Lessee to the extent consistent with this Lease.



10.5 LESSORS' OPTION TO PURCHASE: Upon notice in accordance with Section 10.3 above, or violation of Section 3.4, Lessor shall have the exclusive option to purchase Lessee's Leasehold Interest in the Leased Premises at the lesser of the then market value thereof or the Purchase Option Price set forth below. Such price is designed to insure the affordability to succeeding low and moderate income resident families.

10.6 PERIOD FOR EXERCISE: Lessor must notify Lessee of its election to purchase within forty-five (45) days and must exercise the foregoing option to purchase within sixty (60) days of its receipt of written notice under Section 10.3 from the Lessee, or its option will expire.

10.7a LESSOR'S OPTION TO PURCHASE LESSEE'S LEASEHOLD INTEREST IN THE LEASED PREMISES: The terms and conditions of this Article have been freely accepted by the parties each with the independent and informed advice of legal counsel. The preemptive option contained herein exists solely in the furtherance of the goal of perpetual occupancy of the Leased Premises by and resale among low and moderate income families. It is the express intent of the parties that the terms and conditions of said option will enhance the marketability of the Leased Premises either through removal and re-erection or sale at an affordable price to another low or moderate income family.

10.7b OPTION: 1) Whenever Lessee desires to sell its interest in the Leased Premises, he shall notify the Lessor in accordance with Article X, Section 3, of this Lease. Lessor shall have the option to purchase Lessee's interest in the Leased Premises at the Purchase Option Price, as hereinafter defined. The Lessor shall establish a "Base Value" for the Leased Premises. The initial Base Value shall be equal to the sum of Eighty-Two Thousand (\$82,000) Dollars. Such initial Base Value does not include the value of any "sweaty equity" contributed. Two (2) events shall cause the Base Value to be recalculated: (i) the sale of the leasehold interest in the Leased Premises in accordance with the provisions of this instrument; or (ii) the

passage of ten (10) years of continuous tenancy by Lessee.

(a) When the leasehold interest is sold, the Base Value shall be recalculated in the following manner:

(1) If the leasehold interest is sold during the first five (5) years of tenancy, the Base Value shall be the lesser of the following:

- aa) the fair market value of the leasehold interest as of the date of sale; or
- bb) the initial Base Value increased by four (4%) percent per annum, compounded, for each of the first five (5) years of tenancy.

(11) If the leasehold interest is sold during the second five (5) years of tenancy, the Base Value shall be the lesser of the following:

- aa) the fair market value of the leasehold interest as of the date of sale; or
- bb) the initial Base Value increased by six (6%) percent per annum, compounded, for each year of the tenancy, including the first five (5) years of the tenancy.

(b) If the leasehold interest is not sold before the passage of ten (10) years of continuous tenancy, then the Base Value shall be recalculated for each successive five (5) years of tenancy in the same manner as is set forth in subparagraph (a) above. For example, the Base Value in years 11 through 15 of the tenancy shall be increased by four (4%) percent per annum, compounded, for the period of years 11 through 15 of the tenancy. If the leasehold interest is sold in year 17 then the Base Value shall be increased by six (6%) percent, per annum, for all years of the tenancy. If the fair market value as of the date of sale is less than the Base Value as increased, then the fair market value shall be the Base Value.

The value so derived shall become the new Base Value

(hereinafter the "Purchase Option Price").

Devise or inheritance shall not cause a recalculation of the Base Value nor shall they cause the ten (10) year period of continuous tenancy to start again.

2) The Purchase Option Price, however, as set by the Lessor, may be adjusted so as to include (a) an additional amount for any reasonable and verifiable costs for improvements or alterations, excepting therefrom any costs for ordinary maintenance and repairs, made with the written approval of the Lessor; (b) a deduction for any damage or deterioration, subject to paragraph 3 below. Notwithstanding the foregoing, the adjustments contemplated in this paragraph 2 shall only be made if, and to the extent that, such adjustments have not already been taken into account in determining the fair market value of the Lessee's interest in the Leased Premises at the time of sale.

3) Notwithstanding anything contained in this Lease, the Purchase Option Price may never be reduced to an amount which is lower than (i) the initial Base Value or (ii) the amount of the mortgage on the Leased Premises at the time of adjustment, whichever shall be higher.

4) Where it is necessary to derive the fair market value of the Lessee's interest in the Leased Premises, in accordance with this Section 10.7b, such fair market value shall be established by independent appraisal (an "Appraisal"), provided by the Lessee at his sole cost and expense. The Appraisal shall (i) be conducted by a "Licensed Residential Appraiser", as that term is defined in Section 20-311(6)(B) of the Connecticut General Statutes, as the same may be amended from time to time and (ii) be acceptable to the Lessor, in its sole and absolute discretion.

Lessee freely agrees that this option price constitutes a fair return to it and/or its successors for the opportunity to enter the local homeownership marketplace which, prior to execution of this Lease, remained closed to them as a matter of limited financial resources. If Lessee shall disagree with the

calculation of the Purchase Option Price he can appeal under Article XIII (Arbitration) of this Lease.

10.8 RIGHT OF FIRST REFUSAL IN LIEU OF OPTION: If the provisions of the option set forth herein shall, for any reason, become unenforceable, Lessor shall, nevertheless, have a right of first refusal to purchase the Lessee's Leasehold Interest in the Leased Premises at the highest documented bona fide purchase price offer made to Lessee. Such right shall be exercised by Lessor within forty-five (45) days of the receipt by Lessor of a notice of such bona fide offer substantially in the form of Exhibit BUYER attached hereto.

10.9 WAIVER OF RESALE AND OCCUPANCY RESTRICTIONS IN THE CASE OF FORECLOSURE: Notwithstanding any provision in this Lease to the contrary, Article X and Article III, Section 3.4 shall terminate and have no further force and effect upon the occurrence of one of the following events:

(a) Title to Lessee's interest and Equity of Redemption is acquired by a Holder of a Permitted Mortgage, HUD, or another party upon foreclosure of a mortgage insured by HUD, or by any other mortgage insurer.

(b) Title to the Lessee's interest and Equity of Redemption is acquired by a Holder of a Permitted Mortgage or HUD by deed or assignment in lieu of foreclosure of a HUD insured mortgage, or a mortgage insured by any other mortgage insurer.

(c) A mortgage insured by HUD or any other mortgage insurer is assigned to HUD.

**ARTICLE XI: ASSIGNMENT AND SUBLEASE**

Except as otherwise provided in Article VIII regarding the Permitted Mortgages and Article X, regarding transfers, Lessee shall not: assign, sublease, sell or otherwise convey any of Lessee's rights under this Lease without the prior written consent of the Lessor. Lessee agrees that Lessor shall have broad and full discretion to withhold such consent in order to further the mutual purposes and goals set forth herein.

12.1 EVENTS OF DEFAULT: It shall be an Event of Default if:

- a) Lessee shall fail to pay any rent or any other charges for which provision is made herein within thirty (30) days after Lessor has sent to Lessee notice of such default and such default is not cured by any Permitted Mortgagee within thirty (30) days after a subsequent notice from Lessor to such Permitted Mortgagee of Lessee's failure to cure such default within the initial 30 day grace period. However, if Lessee shall make a good faith partial payment of any such charges during such initial 30 day grace period, then such period shall be extended one additional 30 day period, or.
- b) Lessee shall fail to perform or observe any other term or condition in this Lease, and such failure is not cured by Lessee or a Permitted Mortgagee within one hundred twenty days (120) after notice thereof from Lessor to Lessee and such Permitted Mortgagee. However, in the case where the Lessee or Permitted Mortgagee has commenced to cure such default within such one hundred twenty (120) day period and is continuing such cure with all reasonable due diligence but cannot by the exercise of due diligence cure such default within such period, such period may be extended for an additional period of thirty (30) days to complete the cure of default.
- c) if the estate hereby created shall be taken on execution or by other process of law, or if Lessee shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Lessee for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial

part of Lessee's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Lessee under any provisions of the Bankruptcy Act now or hereafter enacted, or if Lessee shall file a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

In any of said cases and upon the expiration of any applicable cure period, Lessor may immediately or at any time thereafter, initiate summary proceedings or any other appropriate legal proceedings against Lessee. Pursuant to such proceedings, without demand or notice, Lessor may enter into and upon the Leased Premises or any part thereof in the name of the whole and repossess the same, and expel Lessee and those claiming through or under Lessee and remove its or their effects without being guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Upon entry as aforesaid, Lessor shall have the right, by suitable notice to Lessee, forthwith to terminate this Lease.

12.2 NEW LEASE TO PERMITTED MORTGAGEE: If this Lease shall be terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors' rights, Lessor will enter into a new lease of the Leased Premises with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, subject to Lessor's approval, which approval shall not be unreasonably withheld not more than thirty (30) days after the request of the Permitted Mortgagee). Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection or disaffirmance, and upon all the terms and provisions contained in the Lease. However, the Permitted Mortgagee shall make a written request to Lessor for such new

lease within sixty (60) days after the effective date of such termination, rejection or disaffirmance, as the case may be, and such written request shall be accompanied by a copy of such new lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Lessee thereunder, and the Permitted Mortgagee shall have cured all defaults under the Lease which can be cured by the payment of money. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Leased Premises as the Lease. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by Lessor, Lessee and the Permitted Mortgagee.

12.3 LESSOR'S DEFAULT: Lessor shall in no event be in default in the performance of any of Lessor's obligations hereunder unless and until Lessor shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonable required to correct any such default, after notice by Lessee to Lessor properly specifying wherein Lessor has failed to perform any such obligation.

12.4 NO SURRENDER: During the period a Permitted Mortgage is in place, the Lessor shall not accept a voluntary surrender of the Lease without the prior written consent of the Permitted Mortgagee.

#### ARTICLE XIII: ARBITRATION

13.1 ARBITRATION PROCESS: Should any grievance or dispute arise between Lessor and Lessee concerning the terms of this Lease which cannot be resolved by normal interaction, the following arbitration procedure shall be used: Lessor shall notify the Lessee by written notice of its selection of a disinterested arbitrator.

The arbitrator shall hold a hearing within thirty (30) days after its appointment. At the hearing Lessor and Lessee shall have an opportunity to present evidence and question witnesses in

the presence of each other.

As soon as reasonably possible, and in no event later than fifteen (15) days after the hearing, the arbitrator shall make a written report to Lessor and Lessee of its findings and decisions. The arbitrator shall decide the dispute or claim in accordance with this Lease, and the substantive law of the State of Connecticut. The decisions and awards of the arbitrator shall be binding and final between the Lessor and Lessee.

13.2 ARBITRATION BEFORE LEGAL ACTION: Both parties agree to submit any disputes concerning their respective rights and duties under the terms of this Lease to arbitration, as provided above, and expressly waive their right to a civil trial, except as herein provided. Judgment upon the arbitral award may be entered in any court having jurisdiction over the parties or the Leased Premises. Notwithstanding the foregoing, arbitration shall not be required prior to filing suit or taking other legal action based upon an Event of Default under Sections 12.1 (a) or 12.1(c) hereof.

13.3 COSTS: Each party shall bear its own costs, if any, in any arbitration pursuant to this Article; provided, however, that the arbitrator shall have the power to award all or a portion of costs against a party found to have pursued the grievance or dispute in bad faith or for undue delay.

ARTICLE XIV: GENERAL PROVISIONS

14.1 NOTICES: Whenever this Lease requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to Lessor:

Town of Fairfield  
611 Old Post Road  
Fairfield, CT 06430

With a copy to:

Mark A. Kirsch, Esquire  
Cohen and Wolf, P.C.  
P. O. Box 1821  
Bridgeport, CT 06601

If to Lessee:

Roberta Diaz  
Isaias Diaz, Jr.  
55 Beaconview Drive  
Fairfield, CT 06430



All notices, demands and requests shall be effective upon being deposited in the United States Mail or in the case of personal delivery, upon actual receipt.

14.2 NO BROKERAGE: In no event shall the Lessee subject Lessor's interest or the Lessor to the payment of a real estate brokerage commission.

14.3 INVALID PROVISIONS: If any clause, Section, Article, Paragraph, or Subparagraph of this Lease shall be unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other clause, Section, Article, Paragraph, or Subparagraph, or give rise to any cause of action of either party to this Lease against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law.

14.4 WAIVER: The waiver by Lessor of, or the failure of Lessor to take action with respect to, any breach of any term, covenant, condition, provision, restriction, or reservation herein contained, shall not be deemed to be a waiver of such term, covenant condition, provision, restriction, or reservation of subsequent breach of same, or of any other term, covenant, condition, provision, restriction, or reservation herein contained. Lessor may grant waivers in the terms of this Lease, but such must be in writing and signed by the Lessor before being effective.

The subsequent acceptance of rent or other payments hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, condition, provision, restriction, or reservation of this Lease, other than the failure of Lessee to pay the particular rent or other payment so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such lease fee payment.

14.5 LESSOR'S RIGHT TO PROSECUTE OR DEFEND: Lessor shall have the right, but shall be under no duty or obligation, to prosecute or defend, in its own or the Lessee's name, any actions or proceedings appropriate or necessary to the protection of its

title to, and Lessee's occupancy, use, and possession of or interest in the Leased Premises. Whenever requested by Lessor, Lessee shall give Lessor all reasonable aid in any such action or proceeding.

14.6 CONSTRUCTION: Whenever in this Lease a pronoun is used, it shall be construed to represent either the singular or the plural, masculine or feminine as the case shall demand.

14.7 CAPTIONS AND TABLE OF CONTENTS: The captions and table of contents, if any, appearing in this Lease are for convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms, covenants, conditions, provisions, restrictions, or reservations of this Lease.

14.8 PARTIES BOUND

This Lease sets forth the entire agreement between the parties hereto with respect to the leasing of the Leased Premises; is binding upon and inures to the benefit of the parties here to and, in accordance with the provisions hereof, their respective successors in interest, heirs and assigns. This Lease may be altered or amended only by written notice executed by the parties hereto or their legal representatives or, in accordance with the provisions hereof, their successors in interest.

14.9 GOVERNING LAW: This Lease shall be interpreted in accordance with and governed by the laws of the State of Connecticut. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against Lessor or Lessee.

14.10 THIS AGREEMENT is being executed in at least two counterparts, each of which shall be considered a duplicate original with one original to the Town of Fairfield to be placed on file at its office at Town Hall, Fairfield, Connecticut; and one original to the herein named Lessee.

IN WITNESS WHEREOF, the parties have executed this Lease at  
Fairfield, Connecticut on the day and year first above written.

TOWN OF FAIRFIELD

Elizabeth Debara  
Witness Elizabeth Debara  
Thomas Fletcher  
Witness THOMAS FLETCHER

BY: Paul A. Audley  
Paul A. Audley  
First Selectman

Patrick K. Henry  
Witness PATRICK K. HENRY  
Mark A. Kirsch  
Witness MARK A. KIRSCH

Roberta Diaz  
LESSEE ROBERTA DIAZ

Patrick K. Henry  
Witness PATRICK K. HENRY  
Mark A. Kirsch  
Witness MARK A. KIRSCH

Isaias Diaz Jr  
LESSEE ISAIAS DIAZ, JR

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) es: Fairfield

On this the 6<sup>TH</sup> day of July, 1995, before me the undersigned  
officer, personally appeared Paul A. Audley, First Selectman of  
the Town of Fairfield, as aforesaid, signer and sealer of the  
foregoing instrument, and acknowledged that he executed the same  
for the purposes therein contained as his free act and deed and  
the free act and deed of the Town of Fairfield.

Suzanne Godleski  
Suzanne GODLESKI  
Notary Public  
My Commission Expires: Nov 30, 1999





United States Department of Housing and Urban Development ("HUD") or the Connecticut Housing Finance Authority ("CHFA"), as the case may be. Notwithstanding anything else contained herein, not less than one hundred (100%) percent of such low or moderate income households located at the Site shall be low or moderate income households as defined by HUD.

10.3 NOTICE TO LESSOR: Except in the case of a sale, transfer or other disposition to a Permitted Mortgagee in lieu of foreclosure, in the event Lessee contemplates sale, transfer or disposition of its Leasehold Interest in the Leased Premises to a third party, then:

- (a) if Lessee intends a direct sale to a low or moderate income household as defined in this Lease, then not less than sixty (60) days prior to the contemplated closing thereof, the Lessee shall give Lessor notice thereof, and the name and address of such qualified low or moderate income resident. Lessee shall include with such notice the following or comparable items: (1) the tax return of the assignee or buyer for the immediately preceding year; (2) a current verification of assignee's or buyer's employment; and (3) the pay stubs of the assignee or buyer for the three months immediately preceding the month in which notice is given to the Lessor. No assignment, sale, transfer or other disposition shall be effective unless and until (a) such notice and accompanying documentation are received by Lessor as aforesaid, and (b) (i) Lessor confirms in writing within sixty (60) days of receipt that such assignee or buyer is a low or moderate income resident or (ii) Lessor fails to respond in writing within sixty (60) days of its receipt of such notice, and the contents of such notice are true and complete as specified herein, in which case such failure on the part of Lessor shall be deemed to constitute confirmation of such status;

**SCHEDULE A**

All that certain piece or parcel of land known as Parcel B, together with the improvements located thereon, shown and designated on that certain map entitled "Map of Owner Built Housing for The Town of Fairfield", Fairfield, Conn., Scale 1"=20', Dated September 23, 1992, Bars Set Nov. 6, 1992, Revised March 4, 1993, Revised Oct. 20, 1993, As-Built May 8, 1995, Prepared by The Huntington Company, Engineers & Surveyors - Fairfield, Conn., and filed in the Office of the Town Clerk of Fairfield in the Town of Fairfield as Map No. 6272.

Such premises being also known as 55 Beaconview Drive, Fairfield, Connecticut.

Such premises are conveyed SUBJECT TO:

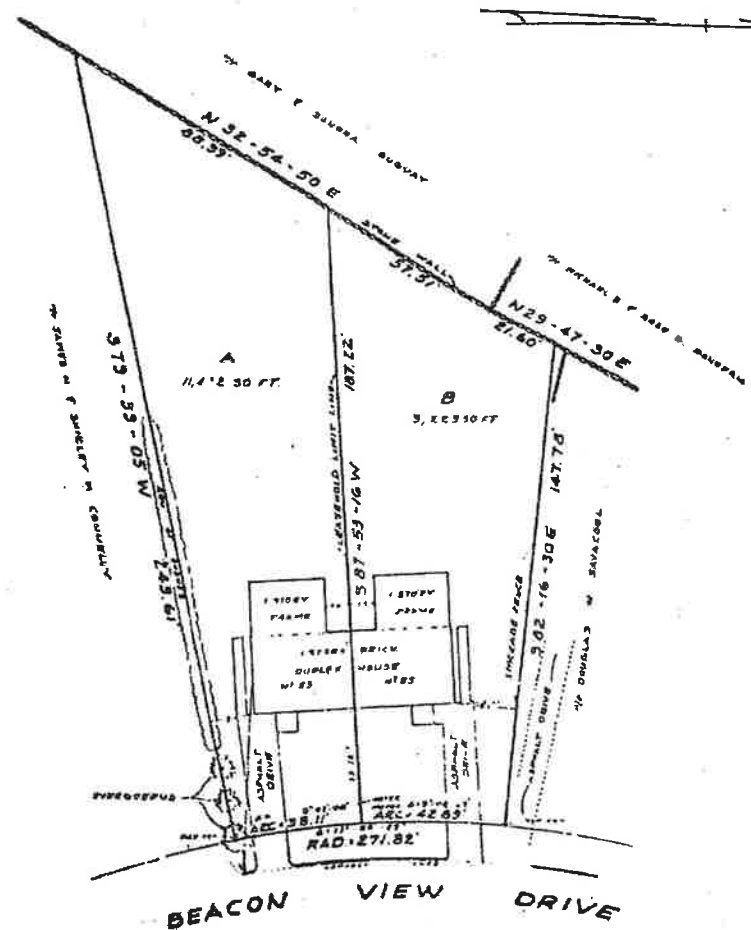
1. Current taxes due to the Town of Fairfield, including any taxes due to any reassessment or reallocation from the completion of the dwelling and the issuance of a certificate of occupancy, which become due and payable after the date of delivery of the Lease.
2. Current charges due the Water Pollution Control Authority, which become due and payable after the date of delivery of the Lease.
3. Any assessments or pending assessments for which a lien or liens have not as yet been filed in the Fairfield Town Clerk's Office.
4. Any restrictions or limitations imposed by governmental authority, including building and setback lines, building, zoning and planning rules and regulations of the City or Town, and region or district, if any, in which the such premises are situated, and any and all provisions of any ordinance, municipal regulation or public or private law.
5. Notes and such state of facts as are shown on the above referenced map.
6. The provisions, if applicable, of any inland/wetlands or coastal wetlands statutes, ordinances, rules and regulations.
7. The effect, if any, of Public Act 84-535.
8. Riparian or littoral rights of others in or to any watercourse or body of water on or adjacent to the property.
9. Terms and conditions of that certain Declaration Re: Party Wall and Utilities, dated July 6, 1995 and recorded on the Fairfield Land Records on July 6, 1995 at 2:50 a.m./p.m.

VC 1497 PAGE 343

EXHIBIT

PREMISES

REFER TO MAP ENTITLED "CHAPPE HIGHWAY WEST,  
TOWN OF FAIRFIELD AS SHOWN ON THE  
PROFESSOR'S MAP DATED APRIL 8, 1911, AND  
THE TOWN RECORD OF FAIRFIELD AS SHOWN THEREIN.  
PROFESSOR'S BEING LOT 22 QUAD 200 MAP  
W-1-1-1, PLANNED SQUARE 1046 AND  
14 1/2' WIDE DRIVE 1046-1047.



NOTE:  
THIS MAP IS NOT A SUBDIVISION,  
IT IS INTENDED TO SHOW PARCEL LINES.

MAP OF  
OWNER BUILT HOUSING  
FOR  
THE TOWN OF FAIRFIELD

FAIRFIELD, CONN.

APPROVED SEPTEMBER 23, 1992  
MADE BY NOV. 9, 1991  
REVISED MARCH 4, 1993  
REVISED OCT. 20, 1993  
AS BUILT MAY 8, 1995

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, BELIEF AND FAITH,  
THAT THE INFORMATION CONTAINED IN THIS MAP IS TRUE AND CORRECT  
AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF CONNECTICUT.  
I AM NOT PROVIDING ANY WARRANTY, EXPRESS OR IMPLIED, FOR THE  
ACCURACY OF THE INFORMATION CONTAINED IN THIS MAP.

*[Signature]*

2880-11

SCALE: 1"=20'

THE HUNTINGTON COMPANY  
ENGINEERS & SURVEYORS - FAIRFIELD, CONN.

RECEIVED FOR RECORD  
JUL - 6 1995 AT 3:55 P M

ATTEST: *[Signature]*  
TOWN CLERK

# Beaumont Properties

## **159 Forest Avenue**

- Calculation of Housing Unit Equivalent Points
- Vision Appraisal Property Description (1)
- Certificate(s) of Occupancy (N/A)
- Declaration of Restrictive Covenants



## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b>	Beaumont Properties	<b>Set Aside:</b>	NO
<b>Address:</b>	159 Forest Avenue	<b>Owner/Rental:</b>	RENTAL
<b>Developer:</b>	Robert Horvath	<b>Total # Units:</b>	4
<b>Property Mgr:</b>	Kathie Sierras	<b># Affordable:</b>	4
<b>Date CO Issued:</b>	N/A	<b># Market Rate:</b>	0

### Description of Development

Forest Avenue is a four unit rental property with two bedroom apartments. Occupancy is restricted to households within the FFIEC MSA/MD average income guidelines and Section 8 rent levels must be maintained. Non Section 8 tenants pay no more than 30% - 35% of their income for rent depending upon included utilities. Originally purchased and developed with financial assistance from the Housing Development Fund, the property was sold by Beaumont and is now regulated by the Town of Fairfield. The property is deed restricted for 30 years.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes ≤ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 80% of AMI	4	1.50	6
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.50	
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>4</b>		<b>6</b>

# 159 FOREST AVENUE

**Location** 159 FOREST AVENUE

**Mblu** 183/ 158/ / /

**Acct#** 06108

**Owner** HORVATH ROBERT

**Assessment** \$493,080

**Appraisal** \$704,400

**PID** 16666

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$284,700	\$419,700	\$704,400
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$199,290	\$293,790	\$493,080

## Owner of Record

**Owner** HORVATH ROBERT  
**Co-Owner**  
**Care Of**  
**Address** 97R BEACON ST  
 MARBLEHEAD, MA 01945

**Sale Price** \$989,000  
**Certificate**  
**Book & Page** 6533/0139  
**Sale Date** 08/19/2024  
**Instrument** 00  
**Qualified** Q

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
HORVATH ROBERT	\$989,000		6533/0139	00	08/19/2024
TRI-STATE BUSINESS VENTURES III LLC	\$0		6315/161	03	05/16/2022
TRI STATE PROPERTY LLC	\$795,000		6229/144	00	10/19/2021
BEAUMONT PROPERTIES LLC	\$0		5092/0214	02	01/02/2014
DEROSA JOHN J &	\$0		3962/0142	02	05/14/2007

## Building Information

**Building 1 : Section 1**

**Year Built:** 1954  
**Living Area:** 3,328  
**Replacement Cost:** \$437,943  
**Building Percent Good:** 65  
**Replacement Cost Less Depreciation:** \$284,700

**Building Photo**



(https://images.vgsi.com/photos2/FairfieldCTPhotos/\A0081\IMG\_7539\_818

**Building Layout**

Building Layout (ParcelSketch.ashx?pid=16666&bid=20698)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,664	1,664
FUS	Upper Story, Finished	1,664	1,664
FOP	Porch, Open, Finished	396	0
UBM	Basement, Unfinished	1,846	0
		5,570	3,328

Building Attributes	
Field	Description
Style:	Multi Family
Model	Residential
Grade:	03
Stories:	2 Stories
Occupancy	4
Exterior Wall 1	Wood Shingle
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Plastered
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	Carpet
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	5 Bedrooms
Total Bthrms:	4
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	16 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	04
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Extra Features**

Extra Features

No Data for Extra Features

## Land

### Land Use

**Use Code** 1110  
**Description** 4 Family  
**Zone** B  
**Neighborhood** 0069  
**Alt Land Appr Category** No

### Land Line Valuation

**Size (Sqr Feet)** 8640  
**Depth** 0  
**Assessed Value** \$293,790  
**Appraised Value** \$419,700

## Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

## Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$284,700	\$419,700	\$704,400
2021	\$284,700	\$419,700	\$704,400
2020	\$284,700	\$419,700	\$704,400

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$199,290	\$293,790	\$493,080
2021	\$199,290	\$293,790	\$493,080
2020	\$199,290	\$293,790	\$493,080

**Return to:**

Wofsey, Rosen, Kweskin & Kuriansky, LLP  
600 Summer Street  
Stamford, CT 06901  
Attn: William M. Carello, Esq.

VO: 5092 PAGE 251

000023

**DEED RESTRICTION**

**Declaration of Restriction by BEAUMONT PROPERTIES, LLC ("Grantor") in favor of Housing Development Fund, Inc. ("Grantee")**

**WHEREAS**, Grantee is a Connecticut non-profit corporation formed for the purpose of promoting the development of affordable housing in the County of Fairfield, Connecticut; and

**WHEREAS**, Grantor is a Connecticut limited liability company with its principal office at 105 Honeysuckle Hill Lane, Easton, CT, 06612, and which is wholly owned and controlled by David Wheatley and Laura Wheatley, each of Easton, Connecticut; and

**WHEREAS**, the Grantee is loaning Grantor the principal sum of One Million Eighty-Six Thousand Dollars (\$1,086,000.00) (the "Loan") pursuant to the terms of a Loan Agreement of even date herewith between Grantor and Grantee (the "Loan Agreement"), as evidenced by a promissory note of even date herewith in such principal sum from Grantor, payable to Grantee's order (the "Note"); and

**WHEREAS**, the Note and the obligations Grantor under the Loan Agreement are each secured in part by: (i) a certain Mortgage Deed and Security Agreement (the "Bridgeport Mortgage") of even date herewith by Grantor granting to Grantee a first mortgage on Grantor's properties at 78-84 Alice Street, Bridgeport, Connecticut and 2679-2683 Fairfield Avenue, Bridgeport, Connecticut (as respectively more particularly described on Schedule A-1 and Schedule A-2 hereto, the "Bridgeport Properties"); and (ii) a certain Mortgage Deed and Security Agreement (the "Fairfield Mortgage" and, together with the Bridgeport Mortgage, collectively, the "Mortgages") of even date herewith by Grantor granting to Grantee a first mortgage on Grantor's property at 159 Forest Avenue, Fairfield, Connecticut (as more particularly described on Schedule A-3 hereto, the "Fairfield Property" and, together with the Bridgeport Properties, collectively, the "Subject Properties"); and

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**WHEREAS**, the Loan is being made by the Grantee for the public purpose of facilitating and promoting the acquisition, renovation, and/or construction of affordable housing on the Subject Properties; and

**WHEREAS**, in furtherance of such purpose the interest rate on the Loan is being offered at below current market interest rates and/or other favorable terms; and

**WHEREAS**, it is the intention of the parties that this Deed Restriction shall survive any prepayment of the Note and release of any or all of the Mortgages prior to the "Restriction Lapse Date" (as defined below) and shall continue in full force and effect through and until the Restriction Lapse Date; and

**WHEREAS**, the undersigned Grantor acknowledges that this Deed Restriction is a material inducement to the making of the Loan by Grantee;

**NOW, THEREFORE**, for the foregoing consideration, the sufficiency and receipt of which is hereby acknowledged, the undersigned Grantor, for itself and its heirs, personal representatives, successors and assigns, does hereby unconditionally covenant, warrant, and agree with the Grantee, its successors and assigns, as follows:

1. Restrictive Covenants.

(a) All of the Units on each of the Subject Properties shall be used solely for residential purposes. Not less than Thirty (30%) of the Units on each of the Bridgeport Properties (1 Unit for each of the Bridgeport Properties as of the date of this Deed Restriction) shall be used either as Low to Moderate-Income Units or as Special Needs Units. All Units on the Fairfield Property shall be used either as Low to Moderate-Income Units or Special Needs Units. The maximum rent which Grantor shall charge occupants of Low to Moderate-Income Units who do not hold Section 8 Certificates during the term of the Loan shall be the lower of (i) the maximum set under the HDF Affordability Guidelines for low to moderate-income individuals, or (ii) thirty percent of the tenant's income if rent does not include utilities (or 35% of the tenant's income if rent does include utilities), or (iii) the maximum set by the Federal Financial Institutions Examination Council (the "FFIEC") for low-income individuals. For purposes of further

defining this section, Grantee's affordability guidelines restrict renters to households earning no more than the FFIEC MSA/MD average income, set on a yearly basis, currently \$101,300, and the rent being charged may not be greater than the lower of 35% of household income including utilities, or 30% of household income not including utilities. The maximum rent which Grantor shall charge tenants with Section 8 Certificates for any Low to Moderate-Income Units during the term of the Loan shall be the lower of (i) the maximum set by the U.S. Department of Housing and Urban Development under its Section 8 program for tenants holding certificates, or (ii) the maximum set under HDF's Affordability Guidelines for low to moderate-income individuals. The maximum rent which Grantor shall charge for any Special Needs Units will be the standard maximum set by the local public interest agency or entity designated by Grantee which sets such standards for Special Needs Units. Grantee shall approve in advance all proposed tenants for Special Needs Units. During the term of this Deed Restriction, Grantor shall maintain compliance with the HDF Affordability Guidelines as periodically established and shall furnish Grantee upon request with income certifications for all tenants and copies of all new leases.

(b) For the purpose of this Section 1 and of Section 6, the following terms shall have the following meanings:

(1) "Low to Moderate-Income Units" shall mean Units whose tenants qualify as low to moderate-income families under the HDF Affordability Guidelines and the project in which the Units are located satisfy the HDF Affordability Guidelines.

(2) "HDF Affordability Guidelines" shall mean the affordable housing guidelines established periodically by the Grantee, which guidelines may change from time to time.

(3) "Section 8 Certificates" shall mean the vouchers, certificates or successor currency issued by HUD or a HUD Successor Agency to tenants who qualify under the standards set by HUD or such HUD Successor Agency pursuant to the Section 8 Program or under any Successor Program as low-income families.

(4) "Section 8 Program" shall mean the program established under the authority of

HUD to provide tenant-based rental subsidies for low-income families and individuals.

(5) "HUD" shall mean the U.S. Department of Housing and Urban Development.

(6) "HUD Successor Agency" shall mean any federal government or quasi-government agency succeeding to the authority and responsibilities of HUD for the Section 8 Program or any Successor Program.

(7) "Special Needs Units" shall mean Units whose tenants are highly functional handicapped or mentally ill individuals who qualify for federal or state subsidies for special needs individuals.

(8) "Successor Program" shall mean any federal program in substitution or replacement of or in succession to or supplemental to the Section 8 Program.

(9) "Unit" or "Units" shall mean the apartment unit(s) on the Subject Properties comprising part of the improvements to be rented for occupancy upon completion of acquisition, completion of construction or renovation of such unit(s).

2. Right To Enforce. The benefits of the restrictions contained herein shall run exclusively to the Grantee and to its Successor Enforcement Entity (as defined in Paragraph 5 hereof), and no other person or entity shall have the right to enforce the restrictions contained herein. The Grantee or its Successor Enforcement Entity is empowered to waive or terminate any of the restrictions contained herein at any time, whether provisionally or absolutely, whether conditionally or unconditionally, or whether permanently, and whether in one instance or otherwise, by recordation of an instrument to such effect upon the land records of the City of Stamford.

3. Reporting Requirements. Until such time as this Deed Restriction shall no longer be in effect, Grantor shall furnish to Grantee, in addition to any other financial reports required by the Loan Agreement or any related Loan document still in existence, the following:

(a) within thirty (30) days after execution thereof, copies of any and all leases, rental agreements and use and occupancy agreements affecting the Subject Properties, and any renewals, extensions, amendments and modifications thereof;



(b) as soon as available and in any event within 60 days after the end of each calendar year, financial statements of the Subject Properties in such detail as the Grantee may reasonably require, showing the annual rent roll, other income and detailed operating expenses of the Subject Properties;

(c) as soon as available and in any event within 60 days after the end of each fiscal year of the Grantor, a balance sheet of the Grantor as of the end of such fiscal year and the related statements of income and change in financial position for such fiscal year audited without material qualification by an independent accounting firm acceptable to Grantee and prepared in accordance with generally accepted accounting principles, consistently applied;

(d) as soon as available and in any event within 60 days after the end of each fiscal year, the federal income tax returns of the Grantor for such fiscal year;

(e) within 60 days after the end of each fiscal year, income certifications for each tenant leasing or occupying any portion of the Subject Properties and any other information reasonably requested by Grantee to verify the respective incomes of such tenants;

(f) promptly after the commencement thereof, notice of all actions, suits and proceedings before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, affecting the Subject Properties; and

(g) such other information respecting the condition or operations, financial or otherwise, of the Subject Properties as Grantee may from time to time reasonably request.

4. Access and Audit Rights. The Grantor hereby grants to the Grantee and its duly authorized representatives the right to enter the Subject Properties for any of the following purposes:

(i) at any reasonable time and from time to time, upon at least three days' oral or written notice, to examine and make copies of and abstracts from the records and books of account of the Grantor and to discuss the affairs, finances and accounts of the Grantor; (ii) at reasonable times and in a reasonable manner, to inspect the Subject Properties to determine compliance with this Deed Restriction; and (iii) to take any reasonable and appropriate action

under the circumstances to cure any violation of the provisions of this Deed Restriction.

5. Remedies Upon Breach.

(a) In the event that Grantor violates any of the restrictions herein imposed, such violation will also constitute a material breach by Grantor under the Loan Agreement. In addition and without limiting its remedies under the Mortgages, the Loan Agreement or other loan documents, Grantee and its Successor Enforcement Entity shall also be entitled to take any or all of the following rights and remedies, which rights and remedies shall be cumulative, and each of which right and remedy shall be in addition to, and not in limitation of, any of the other enumerated rights and remedies:

(i) Liquidated damages in the sum of (1) one-hundred fifty percent (150%) of the rents charged by the Grantor (whether or not collected) in excess of the rents allowable for the Subject Properties under the Grantee's affordable housing guidelines during the term of this Deed Restriction, plus (2) any costs, expenses, damages, losses and liabilities whatsoever, including without limitation attorneys' fees and disbursements (collectively, the "Enforcement Damages and Costs") incurred by Grantee or its Successor Enforcement Entity in enforcing the restrictions contained herein. Grantor recognizes that damages for violations of the restrictions imposed herein are difficult to determine and thus agrees to the amount set forth above as liquidated damages. If for any reason a court of competent jurisdiction should declare the amount of the liquidated damages excessive and unenforceable, this provision shall be deemed modified to reduce the amount of liquidated damages to the highest amount which the court determines to be enforceable under Connecticut law;

(ii) injunctive relief or other equitable relief, including without limitation the right to specific enforcement and the right to have the Subject Properties restored to its condition prior to any such violation (it being agreed that Grantee will have no adequate remedy at law);

(iii) the right to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Deed Restriction; and

(iv) any other remedies available at law or in equity.

(b) Grantor's obligation to pay Enforcement Damages and Costs as set forth above hereby constitutes a lien on the Subject Properties in favor of the Grantee and its Successor Enforcement Entity, which lien shall be binding upon the Grantor, its heirs, personal representatives, successors and assigns, and shall run with the land.

(c) In the event the Grantee ceases to exist, the City of Bridgeport or any entity or organization engaged in affordable housing as designated by the City of Bridgeport (collectively, the "Successor Enforcement Entity"), shall be and hereby is empowered, to enforce the restrictions contained herein as they relate to the Bridgeport Properties. In the event the Grantee ceases to exist, the Town of Fairfield or any entity or organization engaged in affordable housing as designated by the Town of Fairfield (collectively, also a "Successor Enforcement Entity"), shall be and hereby is empowered, to enforce the restrictions contained herein as they relate to the Fairfield Property.

6. Successor Affordable Housing Guidelines. In the event Grantee ceases to exist, then the definition of affordable housing, as established by its successors and assigns, or in the absence thereof, by HUD (through its Section 8 Program or any Successor Program), shall apply. Reference is hereby made to Section 1(b) above for definitions of certain capitalized terms used in this Section 6.

7. Termination of Restrictions. Notwithstanding any earlier prepayment of the Note and / or the release of one or both of the Mortgages, the restrictions contained herein shall terminate and cease as an encumbrance on the Subject Properties on **January 1, 2044** (the "Restriction Lapse Date"), unless earlier terminated by the Grantee or its Successor Enforcement Entity by recordation of an instrument to that effect on the land records of the City of Bridgeport (or, as applicable, the Town of Fairfield) or waived in writing by the Grantee or its Successor Enforcement Entity. This Deed Restriction is independent of the Loan Agreement, the Note and the Loan transaction evidenced thereby.

8. Indemnification. Grantor shall indemnify and hold harmless Grantee and its Successor Enforcement Entity from and against any and all claims, damages, costs, expenses, liabilities and

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obligations whatsoever, including without limitation attorneys' fees and disbursements, incurred by Grantee in connection in any way with or otherwise arising under this Deed Restriction, and further including without limitation any such claims, damages, costs, expenses, liabilities and obligations incurred by Grantee in defending against Grantor or any other person or entity the enforceability or validity of this Deed Restriction.

9. Restrictions Run With The Land. The restrictions contained in this instrument shall run with the land and be binding on the Grantor, its heirs, personal representatives, successors and assigns.


10. Grantee's Successors and Assigns. The term "Grantee" as used in this Deed Restriction shall include Grantee's successors and assigns.

11. Severability of Provisions. Any provision of this Deed Restriction that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

12. Governing Law. This Deed Restriction shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

IN WITNESS WHEREOF, the Grantor has executed this Deed Restriction as of the 27th day of December, 2013.

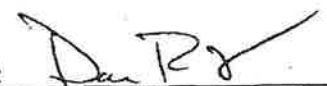
BEAUMONT PROPERTIES, LLC

  
\_\_\_\_\_

Edmund M. Remondino

  
\_\_\_\_\_

Susan Kohn

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

Name: David Wheatley

Title: Its Duly Authorized Agent

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

)  
) ss.: Stanford  
)

On this the 21 day of December, 2013, before me personally appeared DAVID WHEATLEY, who acknowledged himself to be the duly authorized agent of BEAUMONT PROPERTIES, LLC, a Connecticut limited liability company and that he, as such duly authorized agent, being authorized so to do, executed the foregoing instrument for the purposes therein contained and acknowledged the same to be his free act and deed individually and as such officer, and the free act and deed of said company.

IN WITNESS WHEREOF, I hereunto set my hand.

SKL  
Suzanne Kuhn  
Commissioner of the Superior Court  
Notary Public:  
My commission Expires:

Schedule A-1

[Legal Description of 78-84 Alice Street, Bridgeport, Connecticut 06606]

All that certain parcel of land, situated in the Town of Bridgeport, County of Fairfield and State of Connecticut, and being Lot No. 30 on Map of Property owned by the Estate of Davie Wheeler, deceased, made by B.C. Scofield, Surveyor and filed in the Town Clerk's Office in said Bridgeport on July 9, 1886 and more particularly bound and described as follows to wit:

- NORTHERLY: By land now or formerly of the City of Bridgeport, lots 21 and 22 on said map 59 feet;
- EASTERLY: By land now or formerly of Fulldori and Albina Piereli, lot 31 on said map 109 feet;
- SOUTHERLY: By Alice Street on said map 59 feet; and
- WESTERLY: By land now or formerly of French and Carmela Rotunda, lot 29 on said map 109 feet.

Schedule A-2

[Legal Description of 2679-2683 Fairfield Avenue, Bridgeport, Connecticut 06605]

All that certain piece or parcel of land with the buildings thereon being known as Lot No. 11 on map of Fairlawn Manor, made by Scofield and Ford, Surveyors, dated August 24, 1915 and on file in the Bridgeport Town Clerk's Office, bounded:

- NORTHERLY: On Fairfield Avenue, 50 feet;
- EASTERLY: On land now or formerly of J.R. Connor, being Lot No. 10 on said map, 115 feet;
- SOUTHERLY: On land now or formerly of E.J. Madden, Being Lot No. 36 on said map, 50 feet;
- WESTERLY: On Melrose Avenue, 115 feet.

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Schedule A-3

[159 Forest Avenue, Fairfield, Connecticut]

All that certain piece or parcel of land with the buildings and improvements thereon situated in the Town of Fairfield, County of Fairfield and State of Connecticut and known as 159-165 Forest Avenue. Being all of Lot No. 10A as shown on a map entitled "Plan No. 2 Map showing property of Fortuna Incorporated, Fairfield, Connecticut" dated June 27, 1953 prepared by Eugena Stephen Hajas, Land Surveyor, said map being on file in the Fairfield Town Clerk's Office, adding to it a strip 20 feet wide along the entire length of the northeasterly line of Lot No. 9A, and adding a strip of Lot No. 9A, 7.79 feet wide along the entire southeasterly side of Lot No. 10A, and being described as follows:

- NORTHEASTELY: by other land of Stanley R. Fortuna, about 72 feet;
- SOUTHEASTERLY: by other land of Margaret A. Fortuna, Trustee, in part and by the greater portion of Lot No. 9A, in part, being 120 feet in all;
- SOUTHWESTERLY: by Forest Avenue, 72.79 feet;
- NORTHWESTERLY: by Lot No. 11A as shown on map first referred to above and in part by land now or formerly of John Fortuna, 120 feet.

RECEIVED FOR RECORD

JAN 2 2014 AT 1:34P M  
ATTEST: *Elizabeth P. Brown*  
TOWN CLERK

# 528 Black Rock Turnpike

## **528 Black Rock Turnpike**

- Calculation of Housing Unit Equivalent Points
- Vision Appraisal Property Description (1)
- Declaration of Restrictive Covenants



## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b>	528 Black Rock Turnpike	<b>Set Aside:</b>	YES
<b>Address:</b>	528 Black Rock Turnpike	<b>Owner/Rental:</b>	RENTAL
<b>Developer:</b>	528 Black Rock Turnpike, LLC	<b>Total # Units:</b>	23
<b>Property Mgr:</b>	528 Black Rock Turnpike, LLC	<b># Affordable:</b>	7
<b>Date CO Issued:</b>	7/16/2024	<b># Market Rate:</b>	16

### Description of Development

Black Rock Turnpike Apartments is a 23-unit set aside development that was approved by the Town Plan & Zoning Commission on 9/29/2020 pursuant to CGS 8-30g, of which 30% or 7 units in total, are subject to deed restrictions, with 4 units restricted to persons or households with incomes at or below 60% of the area median income (AMI) and 3 units restricted to persons or households with incomes at or below 80% of the AMI.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development	16	0.25	4
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes ≤ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 80% of AMI	4	1.50	6
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 60% of AMI	3	2.00	6.0
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.50	
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>23</b>		<b>16</b>

# 528 BLACK ROCK TURNPIKE

**Location** 528 BLACK ROCK TURNPIKE

**Mblu** 79/ 302/ / /

**Acct#** 01668

**Owner** 528 BLACK ROCK TURNPIKE  
LLC

**Assessment** \$2,773,050

**Appraisal** \$3,961,500

**PID** 7838

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$3,197,800	\$763,700	\$3,961,500
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$2,238,460	\$534,590	\$2,773,050

## Owner of Record

**Owner** 528 BLACK ROCK TURNPIKE LLC

**Sale Price** \$0

**Co-Owner**

**Certificate**

**Care Of**

**Book & Page** 6399/0082

**Address** 494 LALLEY BOULEVARD  
FAIRFIELD, CT 06825-1416

**Sale Date** 03/21/2023

**Instrument** 02

**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
528 BLACK ROCK TURNPIKE LLC	\$0		6399/0082	02	03/21/2023
CAMMAROTA ALFONSO JR	\$299,900		5796/190	00	07/12/2019
BORSI WILLIAM	\$0		4820/0295	02	07/12/2012
BORSI WILLIAM & ELEANOR	\$0		0515/0443		07/21/1967

## Building Information

**Building 1 : Section 1**

**Year Built:** 2024

**Living Area:** 19,965  
**Replacement Cost:** \$4,679,553  
**Building Percent Good:** 92  
**Replacement Cost**  
**Less Depreciation:** \$4,305,200

**Building Attributes**

Field	Description
Style:	Apartments
Model	Comm/Ind
Grade	Prime Plus
Stories:	
Occupancy	23.00
Exterior Wall 1	Clapboard
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Luxury Vinyl Tile or
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Unit/AC
Struct Class	
Bldg Use	Apartments
Total Rooms	
Total Bedrms	
Total Baths	
Liv Area	
Effect Area	
1st Floor Use:	
Heat/AC	Heat/AC Split
Frame Type	Wood Frame
Baths/Plumbing	Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Average
Wall Height	
% Comn Wall	

**Building Photo**

Building Photo

([https://images.vgsi.com/photos2/FairfieldCTPhotos//0092\328%20BRT\\_9](https://images.vgsi.com/photos2/FairfieldCTPhotos//0092\328%20BRT_9))

**Building Layout**

Building Layout (ParcelSketch.aspx?pid=7838&bid=7660)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	19,965	19,965
UGR	Garage, Under	6,655	0
		26,620	19,965

**Extra Features**

Extra Features

Code	Description	Size	Value	Bldg #
ELV1	PASS ELEV	4.00 STOPS	\$136,200	1
SPR2	WET/CONCEALED	19965.00 S.F.	\$49,600	1

**Land Use**

Use Code 1120  
Description Apartments  
Zone C  
Neighborhood BR1  
Alt Land Appr No  
Category

**Land Line Valuation**

Size (Sqr Feet) 12000  
Depth 0  
Assessed Value \$534,590  
Appraised Value \$763,700

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$617,800	\$763,700	\$1,381,500
2021	\$0	\$280,800	\$280,800
2020	\$0	\$280,800	\$280,800

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$432,460	\$534,590	\$967,050
2021	\$0	\$196,560	\$196,560
2020	\$0	\$196,560	\$196,560

Return to:  
Christopher Russo, Esq.  
Russo & Rizio, LLC  
10 Sasco Hill Road  
Fairfield, CT 06824



**VOL 6526 PG 134**  
07/23/2024 02:54:40 PM  
3 Pages  
DECLARATION OF REST

Elizabeth P. Browne, Fairfield Town Clerk

## DECLARATION OF RESTRICTIVE COVENANTS


**528 Black Rock Turnpike LLC**, owner in fee simple of property known as 528 Black Rock Turnpike, Fairfield, Connecticut, and described more fully in **Schedule A** (hereinafter the "Development"), hereby covenants and agrees for itself, its successors, heirs and assigns, that the Development shall be subject to the following restrictions authorized by section 8-30g of the Connecticut General Statutes:


The Development is a set aside development as defined in section 8-30g of the Connecticut General Statutes and in accordance with the applicable regulations for state agencies that were in effect on the date of the original initial local approval on January 10, 2017, containing seven (7) affordable housing dwelling units, and is therefore subject to limitations on the maximum annual income of the household that may rent the designated affordable housing dwelling units and on the maximum rental that may be charged for such affordable housing dwelling units. These limitations shall be strictly enforced and may be enforced by the zoning enforcement authority of Fairfield against the record owner of the Development or the person identified in the affordability plan as responsible for the administration of these limitations.

The Restrictions herein set forth shall run with the land for a period of forty (40) years from the date of initial occupancy of said unit(s) to an eligible family or household. After the expiration of said forty (40) year period, the Restrictions shall be of no further force and effect. No less than four (4) one-bedroom units shall be rented to persons and families whose annual income is less than or equal to eighty percent (80%) of the median income as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, and such units may be rented only at a rental equal to or less than the rental determined using the formula for maximum monthly rental amount stated in section 8-30g-8(d) of the Regulations of Connecticut State Agencies. In addition, no less than three (3) one bedroom units, shall be rented to persons and families whose annual income is less than or equal to 60 percent (60%) of the median income as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, and such units may be rented only at a rental equal to or less than the rental determined using the formula for maximum monthly rental amount stated in section 8-30g-8(e) of the Regulations of Connecticut State Agencies. The total number of units subject to these Restrictions shall be seven (7) units, constituting 30% of all units in the Development.

IN WITNESS WHEREOF, Alfonso Cammarota, Member of 528 Black Rock Turnpike LLC, has caused this document to be signed, acknowledged and delivered, this 13<sup>th</sup> day of June, 2024.

**528 BLACK ROCK TURNPIKE LLC**

  
\_\_\_\_\_  
Christopher Russo

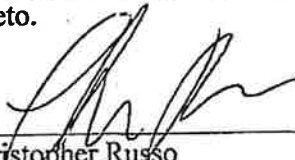
By:   
\_\_\_\_\_  
Alfonso Cammarota  
Its Member  
Duly Authorized

State of Connecticut

ss. Fairfield

County of Fairfield

On this the 13<sup>th</sup> day of June, 2024, before me, Christopher Russo, the undersigned officer, personally appeared, Alfonso Cammarota, Member of 528 Black Rock Turnpike LLC, who executed the foregoing instrument for the purposes therein contained, by signing his name hereto.

  
\_\_\_\_\_  
Christopher Russo  
Commissioner of the Superior Court

SCHEDULE A

All that certain piece or parcel of land together with the buildings thereon, situated in the Town of Fairfield, County of Fairfield and State of Connecticut, being known and designated as lots Nos. 269,270, 271 and the greater portion of Lot No 268, on a certain map entitled "Kenwood", dated June 21, 1911 and on file in the Fairfield Town Clerk's office as map No 104, to which map reference is hereby made, said premises being bounded and described as follows:

NORTHWESTERLY: by a portion of Lot No. 272, as shown on said map, 90 feet, more or less;

NORTHEASTERLY by lot No 267, as shown on said map, 100 feet;

SOUTHEASTERLY by Castle Avenue, as shown on said map, 131 feet, more or less;

SOUTHERLY by land conveyed to The State of Connecticut, 16 feet, more or less;

SOUTHWESTERLY by Black Rock Avenue, as shown on said map, 97 feet, more or less.

Subject to all restrictions and encumbrances as may appear of record. Being the same premises known as 528 Black Rock Turnpike, Fairfield, CT 06825.

RECEIVED FOR RECORD  
07/23/2024 02:54:40 PM  
Elizabeth P. Browne, Fairfield Town Clerk



# Bloomfield Drive Apartments

## **8 Bloomfield Drive**

- Calculation of Housing Unit Equivalent Points
- Vision Appraisal Property Description (1)
- Declaration of Restrictive Covenants



## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b> Bloomfield Dr Apartments	<b>Set Aside:</b> YES
<b>Address:</b> 8 Bloomfield Drive	<b>Owner/Rental:</b> RENTAL
<b>Developer:</b> Turgut Parlakkilic	<b>Total # Units:</b> 9
<b>Property Mgr:</b> Turgut Parlakkilic	<b># Affordable:</b> 3
<b>Date CO Issued:</b> 10/6/2017 - 11/17/2017	<b># Market Rate:</b> 6

### Description of Development

Bloomfield Drive Apartments is a 9-unit set aside development that was approved by the Town Plan & Zoning Commission on 3/8/16 pursuant to CGS 8-30g, of which 30% or 3 units in total, are subject to deed restrictions, with 2 units restricted to persons or households with incomes at or below 60% of the area median income (AMI) and 1 units restricted to persons or households with incomes at or below 80% of the AMI.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development	6	0.25	1.5
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes ≤ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 80% of AMI	1	1.50	1.5
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 60% of AMI	2	2.00	4
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.50	
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>9</b>		<b>7</b>

# 8 BLOOMFIELD DRIVE

**Location** 8 BLOOMFIELD DRIVE

**Mblu** 44/ 88/ 11

**Acct#** 13701

**Owner** TURK PROPERTIES LLC

**Assessment** \$1,624,140

**Appraisal** \$2,320,200

**PID** 3624

**Building Count** 3

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$1,570,500	\$749,700	\$2,320,200

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$1,099,350	\$524,790	\$1,624,140

## Owner of Record

**Owner** TURK PROPERTIES LLC

**Sale Price** \$0

**Co-Owner**

**Certificate**

**Care Of**

**Book & Page** 5390/0250

**Address** 90 PRIMROSE LANE  
FAIRFIELD, CT 06825-2358

**Sale Date** 04/13/2016

**Instrument** 02

**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
TURK PROPERTIES LLC	\$0		5390/0250	02	04/13/2016
PARLAKKILIC TURGUT &	\$320,000	1	5197/0179	00	11/05/2014
PAPPAS JOHN + HELEN 1/2 +	\$0		0568/0568		08/26/1971

## Building Information

### Building 1 : Section 1

**Year Built:** 2017  
**Living Area:** 4,392  
**Replacement Cost:** \$411,083

Building Percent Good: 97

Replacement Cost

Less Depreciation: \$398,800

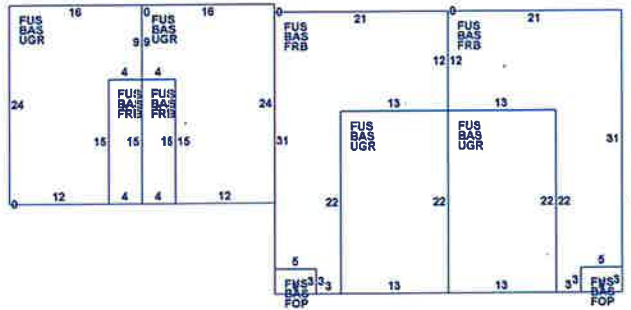
Building Photo



(https://images.vgsi.com/photos2/FairfieldCTPhotos/A0077\IMG\_0032\_771

Building Attributes	
Field	Description
Style:	Apartment
Model	Comm/Ind
Grade	Average
Stories:	2
Occupancy	4.00
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	Brick Veneer
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Hardwood
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Central
Struct Class	
Bldg Use	Apartments
Total Rooms	18
Total Bedrms	8
Total Baths	7
Liv Area	
Effect Area	
1st Floor Use:	
Heat/AC	Heat/AC Split
Frame Type	Wood Frame
Baths/Plumbing	Above Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Above Average
Wall Height	9.00
% Comn Wall	100.00

Building Layout



(ParcelSketch.ashx?pid=3624&bid=3570)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	2,196	2,196
FUS	Upper Story, Finished	2,196	2,196
FOP	Porch, Open, Finished	30	0
FRB	Finished Raised Bsmt	946	0
UGR	Garage, Under	1,220	0
		6,588	4,392

Building 2 : Section 1

Year Built: 2017

Living Area: 2,856

Replacement Cost: \$511,584

Building Percent Good: 97

**Replacement Cost**

**Less Depreciation:** \$496,200

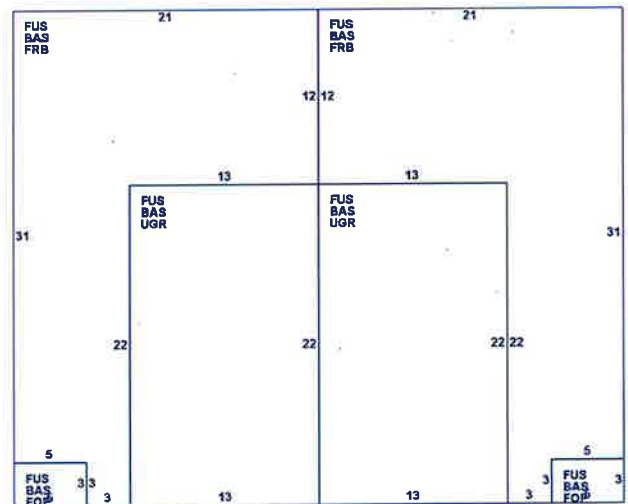
Building Attributes : Bldg 2 of 3	
Field	Description
Style:	Apartments
Model	Comm/Irid
Grade	Average
Stories:	2
Occupancy	4.00
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Hardwood
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Central
Struct Class	
Bldg Use	Apartments
Total Rooms	12
Total Bedrms	6
Total Baths	5
Liv Area	
Effect Area	
1st Floor Use:	
Heat/AC	Heat/AC Split
Frame Type	Wood Frame
Baths/Plumbing	Above Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Above Average
Wall Height	9.00
% Comn Wall	100.00

**Building Photo**



(<https://images.vgsi.com/photos2/FairfieldCTPhotos/102105167102.jpg>)

**Building Layout**



(ParcelSketch.ashx?pid=3624&bid=107337)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,428	1,428
FUS	Upper Story, Finished	1,428	1,428
FOP	Porch, Open, Finished	30	0
FRB	Finished Raised Bsmt	826	0
UGR	Garage, Under	572	0
		4,284	2,856

**Building 3 : Section 1**

**Year Built:** 2017  
**Living Area:** 4,284  
**Replacement Cost:** \$674,382  
**Building Percent Good:** 97  
**Replacement Cost Less Depreciation:** \$654,200

**Building Attributes : Bldg 3 of 3**

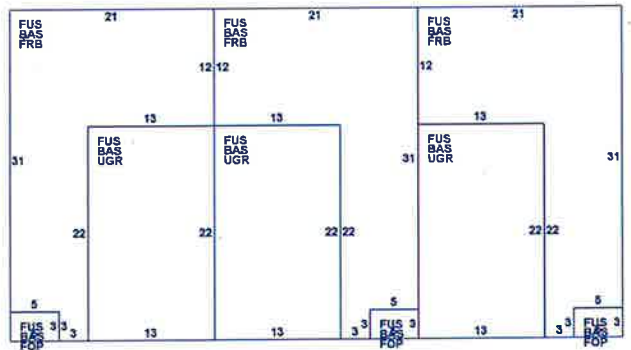
Field	Description
Style:	Apartments
Model	Comm/Ind
Grade	Average
Stories:	2
Occupancy	4.00
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	Brick Veneer
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Hardwood
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Central
Struct Class	
Bldg Use	Apartments
Total Rooms	15
Total Bedrms	9
Total Baths	7.5
Liv Area	
Effect Area	
1st Floor Use:	
Heat/AC	Heat/AC Split
Frame Type	Wood Frame
Baths/Plumbing	Above Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Above Average
Wall Height	9.00
% Corn Wall	100.00

**Building Photo**



(<https://images.vgsi.com/photos2/FairfieldCTPhotos//02\05\167\01.jpg>)

**Building Layout**



(ParcelSketch.ashx?pid=3624&bid=107338)

**Building Sub-Areas (sq ft)**

Code	Description	Gross Area	Living Area
BAS	First Floor	2,142	2,142
FUS	Upper Story, Finished	2,142	2,142
FOP	Porch, Open, Finished	45	0
FRB	Finished Raised Bsmt	1,239	0
UGR	Garage, Under	858	0
		6,426	4,284

**Extra Features**

Extra Features
No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1120  
**Description** Apartments  
**Zone** R3  
**Neighborhood** C3  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 21000  
**Depth** 0  
**Assessed Value** \$524,790  
**Appraised Value** \$749,700

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	PAVING-ASPHALT			5758.00 S.F.	\$21,300	3

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$1,570,500	\$749,700	\$2,320,200
2021	\$1,570,500	\$749,700	\$2,320,200
2020	\$1,570,500	\$749,700	\$2,320,200

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$1,099,350	\$524,790	\$1,624,140
2021	\$1,099,350	\$524,790	\$1,624,140
2020	\$1,099,350	\$524,790	\$1,624,140

return: J. F. Fallon, Esq.  
P.O. Box 541  
Fairfield, CT 06824

Receipt # 19732



Instr # 2017-8243

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11/07/2017 10:10:46 AM

2 Pages

DECLARATION OF REST

Elizabeth P. Browne, Fairfield Town Clerk

## DECLARATION OF RESTRICTIVE COVENANTS

Turk Properties, LLC, owner in fee simple of property known as 8 Bloomfield Drive, Fairfield, Connecticut and described more fully in Exhibit A (hereinafter the "Development"), hereby covenants and agrees for itself, its successors, heirs and assigns, that the Development shall be subject to the following restrictions authorized by section 8-30g of the Connecticut General Statutes:

The Development is a set aside development as defined in section 8-30g of the Connecticut General Statutes and in accordance with the applicable regulations for state agencies that were in effect on the date of the original initial local approval, March 8, 2016, containing affordable housing dwelling units, and is therefore subject to limitations on the maximum annual income of the household that may rent the designated affordable housing dwelling units, and on the maximum rental that may be charged for such affordable housing dwelling units. These limitations shall be strictly enforced, and may be enforced by the zoning enforcement authority of Fairfield against the record owner of the Development or the person identified in the affordability plan as responsible for the administration of these limitations.

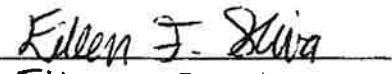
The Restrictions herein set forth shall run with the land for a period of forty (40) years from the date of initial occupancy of said unit(s) to an eligible family or household. After the expiration of said forty (40) year period, the Restrictions shall be of no further force and effect. No less than one (1) unit total shall be rented to persons and families whose annual income is less than or equal to eighty percent (80%) of the median income as defined in subsection 8-30g-1 (10) of the Regulations of Connecticut State Agencies, and such units may be rented only at a rental equal to or less than the rental determined using the formula for maximum monthly rental amount stated in section 8-30g-8(d) of the Regulations of Connecticut State Agencies. In addition, no less than fifteen percent (15%) of the dwelling units, or two (2) units total, shall be rented to persons and families whose annual income is less than or equal to 60 percent (60%) of the median income as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, and such units may be rented only at a rental equal to or less than the rental determined using the formula for maximum monthly rental amount stated in section 8-30g-8(e) of the Regulations of Connecticut State Agencies. The total number of units subject to these Restrictions shall be three (3) units, constituting 30% of all units in the Development.

IN WITNESS WHEREOF, Turgut Parlakkilic, Managing Member of Turk Properties, LLC has caused these presents to be signed, acknowledged and delivered in his name, this <sup>2<sup>nd</sup></sup> day of November, 2017.

TURK PROPERTIES, LLC

  
\_\_\_\_\_  
J. BRIAN FATSE

  
\_\_\_\_\_  
BY: TURGUT PARLAKKILIC  
MANAGING MEMBER

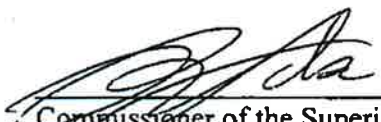
  
\_\_\_\_\_  
Eileen F. Sliva

State of Connecticut

County of Fairfield ss. Fairfield

On this the <sup>2<sup>nd</sup></sup> day of November, 2017, before me, J. BRIAN FATSE the undersigned officer, personally appeared Turgut Parlakkilic, Managing Member of Turk Properties, LLC who executed the foregoing instrument for the purposes therein contained, by signing his name hereto.

In witness whereof I hereunto set my hand.

  
\_\_\_\_\_  
Commissioner of the Superior Court

RECEIVED FOR RECORD  
11/07/2017 10:10:46 AM  
Elizabeth P. Browne, Fairfield Town Clerk





# Campfield Town Homes

## 50 Campfield Drive

- Calculation of Housing Unit Equivalent Points
- Vision Appraisal Property Description (3)
- Declaration of Restrictive Covenants

## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b> Campfield Town Homes	<b>Set Aside:</b> YES
<b>Address:</b> 50 Campfield Drive	<b>Owner/Rental:</b> RENTAL
<b>Developer:</b> Turgut Parlakkilic	<b>Total # Units:</b> 12
<b>Property Mgr:</b> Turgut Parlakkilic	<b># Affordable:</b> 4
<b>Date CO Issued:</b> 2/26/2019	<b># Market Rate:</b> 8

### Description of Development

Campfield Townhomes is a 12-unit set aside development that was approved by the Town Plan & Zoning Commission on 7/10/12 pursuant to CGS 8-30g, of which 30% or 4 units in total, are subject to deed restrictions, with 2 units restricted to persons or households with incomes at or below 60% of the area median income (AMI) and 2 units restricted to persons or households with incomes at or below 80% of the AMI.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development	8	0.25	2
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes $\leq$ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI	2	1.50	3
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI	2	2.00	4
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.50	
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>12</b>		<b>9</b>

# 50 CAMPFIELD DRIVE

**Location** 50 CAMPFIELD DRIVE

**Mblu** 44/ 56/ 11

**Acct#** 02443

**Owner** CAMPFIELD DRIVE  
PROPERTIES

**Assessment** \$2,240,980

**Appraisal** \$3,201,400

**PID** 3581

**Building Count** 2

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$2,266,400	\$935,000	\$3,201,400
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$1,586,480	\$654,500	\$2,240,980

## Owner of Record

**Owner** CAMPFIELD DRIVE PROPERTIES  
**Co-Owner** LLC  
**Care Of**  
**Address** 90 PRIMROSE LANE  
 FAIRFIELD, CT 06825-2358

**Sale Price** \$1,000,000  
**Certificate**  
**Book & Page** 5571/0085  
**Sale Date** 07/20/2017  
**Instrument** 07  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
CAMPFIELD DRIVE PROPERTIES	\$1,000,000		5571/0085	07	07/20/2017
CAPOZZEILLO DEAN J	\$0		2994/0188		08/01/2003
CAPOZZIELLO JOAN M	\$0		0506/0179		10/26/1966

## Building Information

### Building 1 : Section 1

**Year Built:** 2017  
**Living Area:** 13,741

**Replacement Cost:** \$1,071,901  
**Building Percent Good:** 87  
**Replacement Cost Less Depreciation:** \$932,600

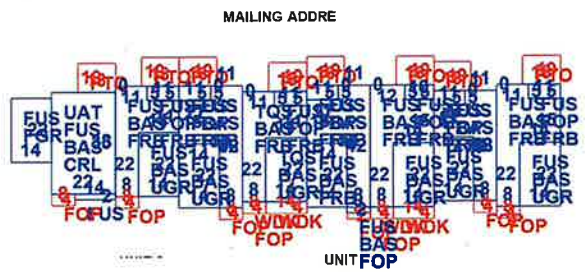
**Building Photo**



(https://images.vgsi.com/photos2/FairfieldCTPhotos/\A0077\IMG\_0064\_772

Building Attributes	
Field	Description
Style:	Apartment
Model	Comm/Ind
Grade	Average
Stories:	2
Occupancy	8.00
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Hardwood
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Central
Struct Class	
Bldg Use	Apartments
Total Rooms	
Total Bedrms	16
Total Baths	16
Liv Area	
Effect Area	
1st Floor Use:	
Heat/AC	Heat/AC Split
Frame Type	Wood Frame
Baths/Plumbing	Above Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Above Average
Wall Height	9.00
% Comn Wall	100.00

**Building Layout**



(ParcelSketch.ashx?pid=3581&bid=3527)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	6,610	6,610
FUS	Upper Story, Finished	6,545	6,545
TQS	Three Quarter Story	781	586
CRL	Crawl Space	770	0
FGR	Garage	308	0
FOP	Porch, Open, Finished	636	0
FRB	Finished Raised Bsmt	4,356	0
PTO	Patio	1,040	0
UAT	Attic, Unfinished	770	0
UGR	Garage, Under	1,848	0
WDK	Deck, Wood	176	0
		23,840	13,741

**Building 2 : Section 1**

**Year Built:** 2018  
**Living Area:** 6,520  
**Replacement Cost:** \$1,480,170  
**Building Percent Good:** 88

Replacement Cost  
Less Depreciation:

\$1,302,500

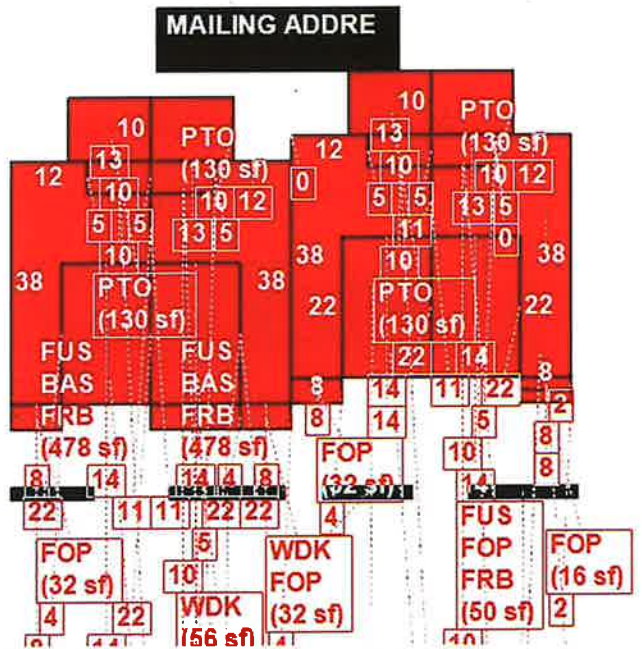
**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos//0065/2019-04-25%20027\\_65058.JPG](https://images.vgsi.com/photos2/FairfieldCTPhotos//0065/2019-04-25%20027_65058.JPG))

Building Attributes : Bldg 2 of 2	
Field	Description
Style:	Apartments
Model	Comm/Ind
Grade	Very Good
Stories:	2
Occupancy	4.00
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Hardwood
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Central
Struct Class	
Bldg Use	Apartments
Total Rooms	8
Total Bedrms	8
Total Baths	8
Liv Area	
Effect Area	
1st Floor Use:	
Heat/AC	Heat/AC Split
Frame Type	Wood Frame
Baths/Plumbing	Above Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Above Average
Wall Height	9.00
% Comn Wall	100.00

**Building Layout**



(ParcelSketch.ashx?pid=3581&bid=107385)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	3,360	3,360
BAS	First Floor	3,160	3,160
FOP	Porch, Open, Finished	328	0
FRB	Finished Raised Bsmt	2,112	0
PTO	Patio	520	0
UGR	Garage, Under	1,232	0
WDK	Deck, Wood	88	0
		10,800	6,520

**Extra Features**

Extra Features				
Code	Description	Size	Value	Bldg #
PL	FIREPLACE	8.00 UNITS	\$31,300	1

**Land**

**Land Use**

**Use Code** 1120  
**Description** Apartments  
**Zone** R3  
**Neighborhood** C5  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 38663  
**Depth** 0  
**Assessed Value** \$654,500  
**Appraised Value** \$935,000

**Outbuildings**

Outbuildings <span style="float: right;"><u>Legend</u></span>
No Data for Outbuildings

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$2,266,400	\$935,000	\$3,201,400
2021	\$2,266,400	\$935,000	\$3,201,400
2020	\$2,266,400	\$935,000	\$3,201,400

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$1,586,480	\$654,500	\$2,240,980
2021	\$1,586,480	\$654,500	\$2,240,980
2020	\$1,586,480	\$654,500	\$2,240,980

Return to:  
John F. Fallon, Esq.  
P.O. Box 541  
Fairfield, CT 06824

Receipt # 32917



Instr # 2019-1030

VOL 5749 PG 208

02/22/2019 09:19:27 AM

3 Pages

DECLARATION OF REST

Elizabeth P. Browne, Fairfield Town Clerk

## DECLARATION OF RESTRICTIVE COVENANTS

Campfield Drive Properties, LLC, owner in fee simple of the property known as 50 Campfield Drive, Fairfield, Connecticut and described more fully in Exhibit A (hereinafter the "Development"), hereby covenants and agrees for itself, its successors, heirs and assigns, that the Development shall be subject to the following restrictions authorized by section 8-30g of the Connecticut General Statutes:

The Development is a set aside development as defined in section 8-30g of the Connecticut General Statutes and in accordance with the applicable regulations for state agencies that were in effect on the date of the original stipulation for judgment, September 6, 2012, containing affordable housing dwelling units, and is therefore subject to limitations on the maximum annual income of the household that may rent the designated affordable housing dwelling units, and on the maximum rental that may be charged for such affordable housing dwelling units. These limitations shall be strictly enforced, and may be enforced by the zoning enforcement authority of Fairfield against the record owner of the Development or the person identified in the affordability plan as responsible for the administration of these limitations.

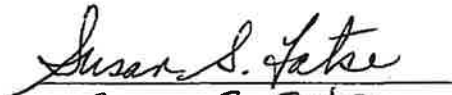
The Restrictions herein set forth shall run with the land for a period of forty (40) years from the date of initial occupancy of said unit(s) to an eligible family or household. After the expiration of said forty (40) year period, the Restrictions shall be of no further force and effect. No less than two (2) units shall be rented to persons and families whose annual income is less than sixty percent (60%) of the median income as defined in subsection 8-30g-1 (10) of the Regulations of Connecticut State Agencies, and two units shall be rented to persons and families whose annual income is less than or equal to 80% of the median income as defined in subsection 8-30g-1 (10) of the Regulations of Connecticut State Agencies and such units may be rented only at a rental equal to or less than the rental determined using the formula for maximum monthly rental amount stated in section 8-30g-8(e) of the Regulations of Connecticut State Agencies. The total number of units subject to these Restrictions shall be four (4) units, constituting 30% of all units in the Development.

IN WITNESS WHEREOF, Turgut Parlakkilic, Managing Member of Campfield Drive Properties, LLC has caused these presents to be signed, acknowledged and delivered in his name, this 20<sup>th</sup> day of February, 2019.

CAMPFIELD DRIVE PROPERTIES, LLC

  
J. Brian Fatse

  
BY: TURGUT PARLAKKILIC  
MANAGING MEMBER


  
Susan S Fatse

State of Connecticut

County of Fairfield ss. Fairfield

On this the 20<sup>th</sup> day of February, 2019, before me, J. Brian Fatse the undersigned officer, personally appeared Turgut Parlakkilic, Managing Member of Campfield Drive Properties, LLC who executed the foregoing instrument for the purposes therein contained, by signing his name hereto.

In witness whereof I hereunto set my hand.

  
Commissioner of the Superior Court



## SCHEDULE A, PROPERTY DESCRIPTION

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements located thereon, situated in the Town of Fairfield, County of Fairfield and State of Connecticut, being known and designated as Lot No. 15, as shown on a certain map entitled "Knapps Highway, Section No. 4, No. 6071" dated April 7, 1947 and Revised December 10, 1956 and on file in the Fairfield Town Clerk's Office as Map No. 2756, to which Map reference may be made. Said premises being bounded and described as follows:

NORTHWESTERLY: by land now or formerly of Miro, 118.67 feet;  
NORTHEASTERLY: by land now or formerly of Horace Smith Estates, Inc., as shown on said Map, 146.81 feet;  
EASTERLY: by Lot 14, as shown on said Map, 271.60 feet;  
SOUTHERLY: by Campfield Drive, as shown on said Map, 75 feet; and  
WESTERLY: by Lot 16, as shown on said Map, 289.91 feet.

RECEIVED FOR RECORD  
02/22/2019 09:19:27 AM  
Elizabeth P. Browne, Fairfield Town Clerk



# Eastern Properties

## **99 Durrell Drive, 436 & 458 Unquowa Drive**

- Calculation of Housing Unit Equivalent Points (3)
- Vision Appraisal File (3)
- Warranty Deeds (3)
- Declaration of Restricted Covenants (1)

## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b>	Eastern Property Scattered Sites	<b>Set Aside:</b>	NO
<b>Address:</b>	99 Durrell Drive, 436 & 458 Unquowa Rd.	<b>Owner/Rental:</b>	OWNER
<b>Developer:</b>	Lutheran Housing of Fairfield	<b>Total # Units:</b>	3
<b>Property Mgr:</b>	N/A	<b># Affordable:</b>	3
<b>Date CO Issued:</b>	N/A	<b># Market Rate:</b>	0

### Description of Development

In 1988 Lutheran Housing of Fairfield acquired three properties from the Town of Fairfield and developed three single family homes in 1995 DBA Eastern Property Assets LLC of Connecticut. The Covenants and Restrictions limit the income of the occupants to the Section 8 program guidelines in perpetuity.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes $\leq$ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI	3	1.00	3
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.50	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.50	
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>3</b>		<b>3</b>

# 99 DURRELL DRIVE

**Location** 99 DURRELL DRIVE

**Mblu** 180/ 353/D //

**Acct#** 21198

**Owner** CROSBY RAYMOND &

**Assessment** \$181,860

**Appraisal** \$259,800

**PID** 21339

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$103,400	\$156,400	\$259,800
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$72,380	\$109,480	\$181,860

## Owner of Record

**Owner** CROSBY RAYMOND &  
**Co-Owner** CHO JANG (SV)  
**Care Of**  
**Address** 99 DURRELL DRIVE  
 FAIRFIELD, CT 06824

**Sale Price** \$0  
**Certificate**  
**Book & Page** 5985/19  
**Sale Date** 09/22/2020  
**Instrument** 02  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
CROSBY RAYMOND &	\$0		5985/19	02	09/22/2020
CROSBY RAYMOND & YUEHFENG (SV)	\$0		1589/0080		05/08/1996
EASTERN PROPERTY ASSETS LLC OF	\$356,642		1509/66-7	UNKQ	08/11/1995
LUTHERAN HOUSING OF FAIRFIELD	\$0		0847/0153		09/23/1988

## Building Information

### Building 1 : Section 1

**Year Built:** 1995  
**Living Area:** 1,210

Replacement Cost: \$152,106

Building Percent Good: 68

Replacement Cost

Less Depreciation: \$103,400

### Building Photo

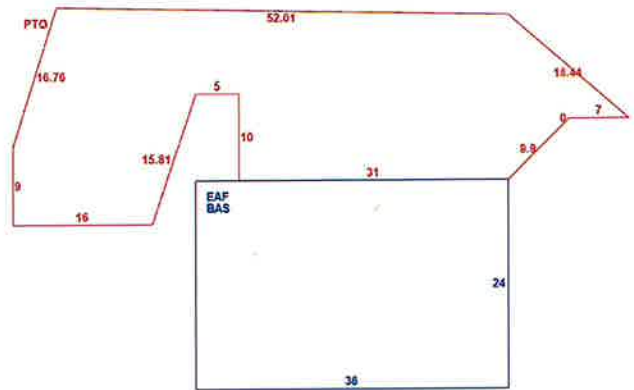


(https://images.vgsi.com/photos2/FairfieldCTPhotos/\0082\IMG\_9087\_829

Building Attributes	
Field	Description
Style:	Cape
Model	Residential
Grade:	
Stories:	1 1/4 Stories
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	Linoleum
Heat Fuel	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	2
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

### Building Layout

FBM  
(400 sf)  
UBM  
(464 sf)



(ParcelSketch.ashx?pid=21339&bid=21467)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	864	864
EAF	Attic, Expansion, Finished	864	346
FBM	Basement, Finished	400	0
PTO	Patio	1,200	0
UBM	Basement, Unfinished	464	0
		3,792	1,210

### Extra Features

Extra Features
No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** A  
**Neighborhood** 0073  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Sqr Feet)** 11445  
**Depth** 0  
**Assessed Value** \$109,480  
**Appraised Value** \$156,400

**Outbuildings**

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$103,400	\$156,400	\$259,800
2021	\$103,400	\$156,400	\$259,800
2020	\$103,400	\$156,400	\$259,800

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$72,380	\$109,480	\$181,860
2021	\$72,380	\$109,480	\$181,860
2020	\$72,380	\$109,480	\$181,860

(VOL. 1589 PAGE 080)

STATUTORY FORM WARRANTY DEED (SURVIVORSHIP)

EASTERN PROPERTY ASSETS, LLC OF CONNECTICUT a Connecticut Limited Liability Company with principal offices at P.O. Box 7718, Wilton, Connecticut 06897 for consideration paid in the amount of One Hundred Forty-Two Thousand Nine Hundred Dollars (\$142,900.00) GRANTS to RAYMOND CROSBY AND YUEI-FENG CROSBY of 99 Durrell Drive, Fairfield, CT 06430 as joint tenants with the right of survivorship WITH WARRANTY COVENANTS.

A certain piece or parcel of land with the buildings and improvements thereon situated in the Town of Fairfield, County of Fairfield and State of Connecticut commonly known as 99 Durrell Drive and more particularly described on Schedule A attached hereto and made a part hereof.

Signed this 7 day of May, 1996.

GRANTOR: EASTERN PROPERTY ASSETS, LLC OF CONNECTICUT by

Witnessed by:

Edward Salem EDWARD SALEM

Barry Lieberman, Its Manager duly authorized

STATE OF CONNECTICUT

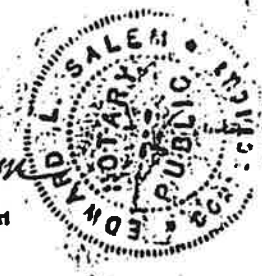
SS: Fairfield, Connecticut

COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me this 7 day of May, 1996 by Barry Lieberman, Manager of EASTERN PROPERTY ASSETS, LLC OF CONNECTICUT on behalf of the company.

EDWARD L. SALEM Notary Public, State of Connecticut My Commission Expires June 30, 1998

Edward Salem Notary, Commissioner of the Superior Court



Grantees' Mailing Address: 99 Durrell Drive, Fairfield, CT 06430

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004414

\$ 15219 Local Conveyance Tax received
\$ 71450 State Mortgage of Tax
Town Clerk of Fairfield

VOL 1589 PAGE C81

Grantor: Eastern Property Assets, LLC of Connecticut  
 Grantee: Raymond Crosby and Yueh-Feng Crosby

**Schedule A**

All that certain piece or parcel of land situated in the Town of Fairfield, County of Fairfield and State of Connecticut, being Lot 5R on map entitled, "Subdivision For Unquowa Road Affordable Housing, Fairfield, Conn., Feb. 22, 1993, rev. June 3, 1994" prepared by the Huntington Company, Engineers and Surveyors, Fairfield, Conn., on file in the Fairfield Town Clerk's Office as Map No. 6201.

Said Lot 5R is also shown on Map No. 6300 on file in the Fairfield Town Clerk's Office.

Such premises are conveyed Subject To:

1. Taxes to the Town of Fairfield on the List of October 1, 1994, and taxes for all subsequent years, all of which the Grantee, by its acceptance of this deed, herein assumes and agrees to pay.
2. Any assessments or pending assessments for which a lien or liens have not as yet been filed in the Fairfield Town Clerk's Office.
3. Any and all provisions of any ordinance, municipal regulation or public or private law.
4. The provisions, if applicable, of any inland/wetlands or coastal wetlands statutes, ordinances, rules and regulations.
5. Riparian or littoral rights of others in or to any water course or body on or adjacent to the property.
6. Declarations of Covenants and Restrictions as set forth in a document dated August 10, 1995 and recorded in Volume 1509, Page 168 of the Fairfield Land Records.
7. Notes, notations and easements as shown on Map No. 6300, on file in the Fairfield Town Clerk's Office.
8. Rights of access in favor of the State of Connecticut as set forth in a deed dated November 28, 1956 and recorded in Volume 355, Page 164 of the Fairfield Land Records.
9. Waiver of rights of direct access to Interstate 95 as set forth in a deed from Frederick Sturges, Jr. to the State of Connecticut dated December 28, 1956 and recorded in Volume 358, Page 128 of the Fairfield Land Records.
10. Restrictions which may be granted to or taken by the State of Connecticut in connection with Interstate 95 and the relocation of Unquowa Road, including slope rights and drainage rights, including but not necessarily limited to such rights as referred to in instrument recorded in Volume 355, Page 416 of the Fairfield Land Records..
11. The effect, if any, of subterranean drains, which may cross such premises.
12. Easement for access to lot 3R as shown on Map No. 6300 on file in the Fairfield Town Clerk's office.

RD0057 DCS\REAL-EST\EA5TD58C

RECEIVED FOR RECORD

MAY - 8 1996

AT 12:47 P M

ATTEST

*Marquette A. Lott*  
 TOWN CLERK



# 436 UNQUOWA ROAD

**Location** 436 UNQUOWA ROAD

**Mblu** 180/ 353/C / /

**Acct#** 21197

**Owner** PETERSON ALYSSA ANN

**Assessment** \$281,120

**Appraisal** \$401,600

**PID** 21338

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$101,700	\$299,900	\$401,600
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$71,190	\$209,930	\$281,120

## Owner of Record

**Owner** PETERSON ALYSSA ANN  
**Co-Owner**  
**Care Of**  
**Address** 436 UNQUOWA ROAD  
 FAIRFIELD, CT 06824

**Sale Price** \$400,000  
**Certificate**  
**Book & Page** 6167/250  
**Sale Date** 06/29/2021  
**Instrument** 00  
**Qualified** Q

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PETERSON ALYSSA ANN	\$400,000		6167/250	00	06/29/2021
DEAKY VALERIE	\$400,000		5945/53	25	07/16/2020
ANDERSON LARS A & KATHLEEN M	\$149,900		1587/0347	UNKQ	05/03/1996
EASTERN PROPERTY ASSETS LLC OF	\$356,642		1509/66-7		08/11/1995
LUTHERAN HOUSING OF FAIRFIELD	\$0		0847/0153		09/23/1988

## Building Information

**Building 1 : Section 1**

**Year Built:** 1995  
**Living Area:** 1,210  
**Replacement Cost:** \$149,500  
**Building Percent Good:** 68  
**Replacement Cost less Depreciation:** \$101,700

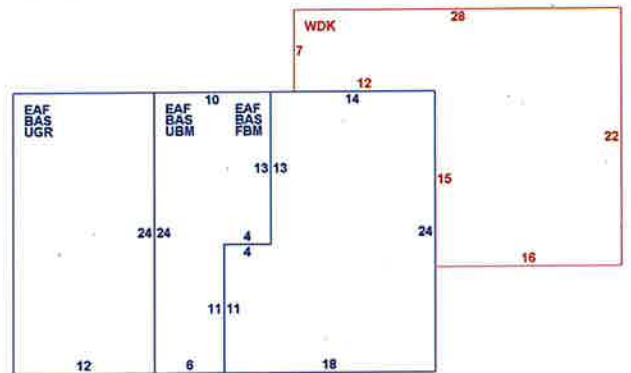
**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/\A0084\IMG\\_9097\\_840](https://images.vgsi.com/photos2/FairfieldCTPhotos/\A0084\IMG_9097_840))

Building Attributes	
Field	Description
Style:	Cape
Model	Residential
Grade:	03
Stories:	1 1/4 Stories
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	Wood Laminate
Heat Fuel	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	2
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Layout**



(ParcelSketch.ashx?pid=21338&bid=21466)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	864	864
EAF	Attic, Expansion, Finished	864	346
FBM	Basement, Finished	380	0
UBM	Basement, Unfinished	196	0
UGR	Garage, Under	288	0
WDK	Deck, Wood	436	0
		3,028	1,210

**Extra Features**

**Extra Features**

No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** A  
**Neighborhood** 0073  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 12163  
**Depth** 0  
**Assessed Value** \$209,930  
**Appraised Value** \$299,900

**Outbuildings**

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$101,700	\$299,900	\$401,600
2021	\$101,700	\$299,900	\$401,600
2020	\$101,700	\$299,900	\$401,600

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$71,190	\$209,930	\$281,120
2021	\$71,190	\$209,930	\$281,120
2020	\$71,190	\$209,930	\$281,120

STATUTORY FORM WARRANTY DEED (SURVIVORSHIP)

004256

3.164.81 Local Conveyance Tax received  
\$ 749.50 State  
Marguerite A. Foster  
Town Clerk of Fairfield:

EASTERN PROPERTY ASSETS, LLC OF CONNECTICUT a Connecticut Limited Liability Company with principal offices at P.O. Box 7718, Wilton, Connecticut 06897 for consideration paid in the amount of One Hundred Forty-Nine Thousand Nine Hundred Dollars (\$149,900.00) GRANTS to LARS A. ANDERSON and KATHLEEN M. ANDERSON of 436 Unquowa Road, Fairfield, CT 06430 as joint tenants with the right of survivorship WITH WARRANTY COVENANTS.

A certain piece or parcel of land with the buildings and improvements thereon situated in the Town of Fairfield, County of Fairfield and State of Connecticut commonly known as 436 Unquowa Road and more particularly described on Schedule A attached hereto and made a part hereof.

Signed this 3<sup>rd</sup> day of May, 1996.

GRANTOR:  
EASTERN PROPERTY ASSETS, LLC OF CONNECTICUT by

*Barry Lieberman*, Mgr.  
Barry Lieberman, Its Manager duly authorized

Witnessed by:  
*Andrew Emory Ganson*  
ANDREW EMORY GANSON

*Patrick K. Henry*  
PATRICK K. HENRY

STATE OF CONNECTICUT

SS: Fairfield, Connecticut

COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of May, 1996 by Barry Lieberman, Manager of EASTERN PROPERTY ASSETS, LLC OF CONNECTICUT, on behalf of the company.

*David Craig Slepian*  
DAVID CRAIG SLEPIAN  
Commissioner of the Superior Court

Grantees' Mailing Address:  
436 Unquowa Road, Fairfield, CT 06430

**SCHEDULE 'A'**

All that certain piece or parcel of land, together with the buildings and improvements thereon standing, situated in the Town of Fairfield, County of Fairfield and State of Connecticut, being shown and designated as Lot 4R, 12,163 S.F., as shown on "Revision of Subdivision For Unquowa Road Affordable Housing, Fairfield, Conn.", dated Feb. 22, 1993, Rev. June 3, 1994, Oct. 11, 1995 and Nov. 1, 1995, made by The Huntington Company, Engineers & Surveyors, Fairfield, Conn., and on file in the Fairfield Town Clerk's Office as Map No. 6300, more particularly bounded and described as follows:

- NORTHERLY:** By Lot 2R, as shown on said map, 87.06 feet;  
**EASTERLY:** By Lot 5R, as shown on said map, 126.27 feet;  
**SOUTHERLY:** By Connecticut Turnpike, as shown on said map, 91.15 feet;  
**WESTERLY:** By Unquowa Road, 153.07 feet.

Such premises are conveyed Subject To:

1. Taxes to the Town of Fairfield on the List of October 1, 1994, not yet due and payable, and taxes for all subsequent years, all of which the Grantee, by its acceptance of this deed, herein assumes and agrees to pay.
2. Any assessments or pending assessments for which a lien or liens have not as yet been filed in the Fairfield Town Clerk's Office.
3. Any and all provisions of any ordinance, municipal regulation or public or private law.
4. The provisions, if applicable, of any inland/wetlands or coastal wetlands statutes, ordinances, rules and regulations.
5. Riparian or littoral rights of others in or to any water course or body on or adjacent to the property.
6. Declarations of Covenants and Restrictions as set forth in a document dated August 10, 1995 and recorded in Volume 1509, Page 168 of the Fairfield Land Records.
7. Notes, notations and easements as shown on Map No. 6300, on file in the Fairfield Town Clerk's Office.
8. Rights of access in favor of the State of Connecticut as set forth in a deed dated November 28, 1956 and recorded in Volume 355, Page 164 of the Fairfield Land Records.
9. Waiver of rights of direct access to Interstate 95 as set forth in a deed from Frederick Sturges, Jr. to the State of Connecticut dated December 28, 1956 and recorded in Volume 358, Page 128 of the Fairfield Land Records.
10. Restrictions which may be granted to or taken by the State of Connecticut in connection with Interstate 95 and the relocation of Unquowa Road, including slope rights and drainage rights, including but not necessarily limited to such rights as referred to in instrument recorded in Volume 355, Page 416 of the Fairfield Land Records.
11. The effect, if any, of subterranean drains, which may cross such premises.

F:\DOCS\XCS\REAL\EST\EA5TDESC

RECEIVED FOR RECORD.

MAY - 3 1996 AT 2:55 P.M.

ATTEST *Marquise A. Lott*  
TOWN CLERK

# 458 UNQUOWA ROAD

**Location** 458 UNQUOWA ROAD

**Mblu** 180/ 353/A / /

**Acct#** 21195

**Owner** CHIZMADIA KELLY

**Assessment** \$175,350

**Appraisal** \$250,500

**PID** 21340

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$95,600	\$154,900	\$250,500

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$66,920	\$108,430	\$175,350

## Owner of Record

**Owner** CHIZMADIA KELLY  
**Co-Owner**  
**Care Of**  
**Address** 458 UNQUOWA ROAD  
FAIRFIELD, CT 06824-5004

**Sale Price** \$0  
**Certificate**  
**Book & Page** 5927/37  
**Sale Date** 06/12/2020  
**Instrument** 02  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
CHIZMADIA KELLY	\$0		5927/37	02	06/12/2020
CHIZMADIA DAVID & KELLY (SV)	\$149,900		1579/0210		04/09/1996
EASTERN PROPERTY ASSETS LLC OF	\$356,642		1509/0166		08/11/1995
LUTHERAN HOUSING OF FAIRFIELD	\$0		0847/0153		09/23/1988

## Building Information

### Building 1 : Section 1

**Year Built:** 1995  
**Living Area:** 1,210

Replacement Cost: \$138,897

Building Percent Good: 68

Replacement Cost

Less Depreciation: \$94,400

**Building Attributes**

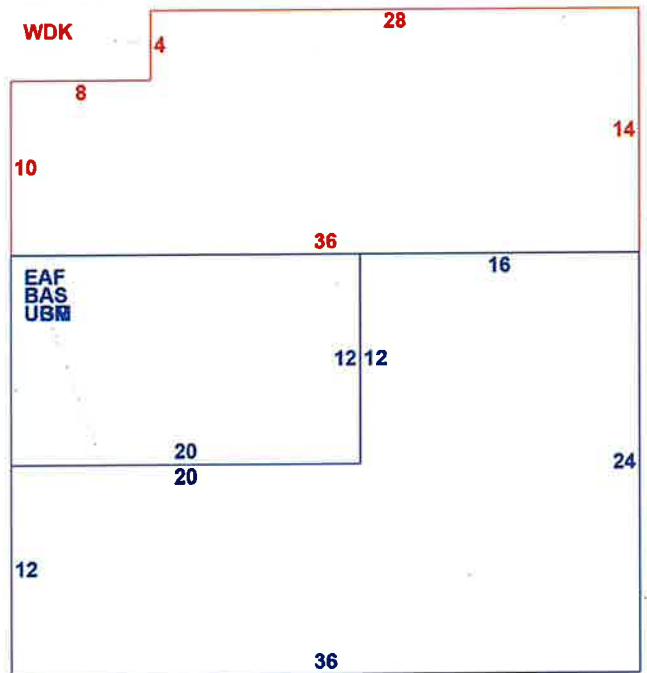
Field	Description
Style:	Cape
Model	Residential
Grade:	
Stories:	1 1/4 Stories
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	Linoleum
Heat Fuel	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	2
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/\0084\IMG\\_9096\\_840](https://images.vgsi.com/photos2/FairfieldCTPhotos/\0084\IMG_9096_840))

**Building Layout**



(ParcelSketch.aspx?pid=21340&bid=21468)

**Building Sub-Areas (sq ft)**

Code	Description	Gross Area	Living Area
BAS	First Floor	864	864
EAF	Attic, Expansion, Finished	864	346
UBM	Basement, Unfinished	624	0
UGR	Garage, Under	240	0
WDK	Deck, Wood	472	0
		3,064	1,210

**Extra Features**

**Extra Features**

No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** A  
**Neighborhood** 0073  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Sqr Feet)** 11141  
**Depth** 0  
**Assessed Value** \$108,430  
**Appraised Value** \$154,900

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SHD1	SHED FRAME			80.00 S.F.	\$1,200	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$95,600	\$154,900	\$250,500
2021	\$95,600	\$154,900	\$250,500
2020	\$95,600	\$154,900	\$250,500

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$66,920	\$108,430	\$175,350
2021	\$66,920	\$108,430	\$175,350
2020	\$66,920	\$108,430	\$175,350



**STATUTORY FORM WARRANTY DEED  
(SURVIVORSHIP)**

003309

**EASTERN PROPERTY ASSETS, LLC OF CONNECTICUT** a Connecticut Limited Liability Company with principal offices at *P.O. Box 7718* Wilton, *06877* Connecticut for consideration paid in the amount of One Hundred Forty-Nine Thousand Nine Hundred Dollars (\$149,900.00) GRANTS to **DAVID CHIZMADIA** and **KELLY CHIZMADIA** of 458 Unquowa Road, Fairfield, CT 06430 as joint tenants with the right of survivorship *WITH WARRANTY COVENANTS*.

A certain piece or parcel of land with the buildings and improvements thereon situated in the Town of Fairfield, County of Fairfield and State of Connecticut commonly known as 458 Unquowa Road and more particularly described on Schedule A attached hereto and made a part hereof.

Signed this ninth day of April, 1996.

**GRANTOR:**  
**EASTERN PROPERTY ASSETS, LLC OF CONNECTICUT** by  
*Barry Lieberman*  
Barry Lieberman, Its Manager duly authorized

Witnessed by:  
*David Craig Seepian*  
DAVID CRAIG SEEPIAN  
*Madelene Warner*  
MADELENE WARNER

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD  
SS: Fairfield, Connecticut

The foregoing instrument was acknowledged before me this ninth day of April, 1996 by Barry Lieberman, Manager of EASTERN PROPERTY ASSETS, LLC OF CONNECTICUT, on behalf of the company.

*David Craig Seepian*  
DAVID CRAIG SEEPIAN  
Commissioner of the Superior Court

Grantees' Mailing Address:  
458 Unquowa Road, Fairfield, CT 06430

\$ 1604.89 Local Conveyance Tax received  
\$ 749.50 State  
*Maryseide A. Sott*  
Town Clerk of Fairfield

Grantor: Eastern Property Assets, LLC of Connecticut  
Grantee: David Chizmadia and Kelly Chizmadia

Schedule A

All that certain piece or parcel of land situated in the Town of Fairfield, County of Fairfield and State of Connecticut, being Lot 2R on map entitled, "Subdivision For Unquowa Road Affordable Housing, Fairfield, Conn., Feb. 22, 1993, rev. June 3, 1994" prepared by the Huntington Company, Engineers and Surveyors, Fairfield, Conn., on file in the Fairfield Town Clerk's Office as Map No. 6201.

Said Lot 2R is also shown on Map No. 6300 on file in the Fairfield Town Clerk's Office.

Such premises are conveyed Subject To:

1. Taxes to the Town of Fairfield on the List of October 1, 1994, not yet due and payable, and taxes for all subsequent years, all of which the Grantee, by its acceptance of this deed, herein assumes and agrees to pay.
2. Any assessments or pending assessments for which a lien or liens have not as yet been filed in the Fairfield Town Clerk's Office.
3. Any and all provisions of any ordinance, municipal regulation or public or private law.
4. The provisions, if applicable, of any inland/wetlands or coastal wetlands statutes, ordinances, rules and regulations.
5. Riparian or littoral rights of others in or to any water course or body on or adjacent to the property.
6. Declarations of Covenants and Restrictions as set forth in a document dated August 10, 1995 and recorded in Volume 1509, Page 168 of the Fairfield Land Records.
7. Notes, notations and easements as shown on Map No. 6300, on file in the Fairfield Town Clerk's Office.
8. Rights of access in favor of the State of Connecticut as set forth in a deed dated November 28, 1956 and recorded in Volume 355, Page 164 of the Fairfield Land Records.
9. Waiver of rights of direct access to Interstate 95 as set forth in a deed from Frederick Sturges, Jr. to the State of Connecticut dated December 28, 1956 and recorded in Volume 358, Page 128 of the Fairfield Land Records.
10. Restrictions which may be granted to or taken by the State of Connecticut in connection with Interstate 95 and the relocation of Unquowa Road, including slope rights and drainage rights.
11. The effect, if any, of subterranean drains, which may cross such premises.

FA\DOCS\DCS\REALIST\EA\STDISC

Recorded in Record APR - 9 1996 at 11:19 A.M. Att'd Marguerite A. Lott Town Clerk

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration"), made this 10th day of August, 1995, by EASTERN PROPERTY ASSETS, LLC OF CONNECTICUT, a Connecticut limited liability company with an office and place of business at 666 Main Avenue, Norwalk, Connecticut 06851 ("EASTERN").

W I T N E S S E T H:

THAT, the Town of Fairfield (the "TOWN") is interested in providing affordable owner-occupied and rental housing for persons of low and moderate income (the "Program");

THAT, the TOWN administers a housing rehabilitation program, financed by Community Development Block Grant funds, to benefit persons of low and moderate income;

THAT, to further the goals of the Program, the TOWN has caused the transfer to EASTERN of those certain parcels of land located at the intersection of Unquowa Road, Old Unquowa Road and the Connecticut Turnpike, together with the improvements thereon, also known as 429 Unquowa Road, Fairfield, Connecticut and more particularly described on Schedule A attached hereto and made a part hereof (the "Property");

THAT, in consideration of the TOWN causing the transfer of the Property to EASTERN, EASTERN has agreed to assist the TOWN in its implementation of the Program by developing the Property, at its own expense, as more fully set forth below and in a certain agreement between EASTERN and the TOWN (the "Developer's Agreement");

THAT, EASTERN has agreed to develop the Property by, inter alia, constructing, or causing to be constructed, a total of five (5) buildings on the Property, as follows:

- (i) three (3) single-family homes (the "Homes"); and
- (ii) two (2) rental buildings (the "Rental Buildings"), each containing two (2) rental units (the "Rental Units");

THAT, to further the goals of the Program, (a) both the Homes, which are to be owner-occupied, and the Rental Units are to be occupied by persons or families with adjusted gross annual incomes which are at or below the United States Department of Housing and Urban Development ("HUD") Section 8 Income Guidelines as issued by HUD and as periodically adjusted over time and, (b), the Rental Units, in addition to the above, are to be occupied as elderly housing, as hereinafter defined;

THAT, the TOWN wishes to preserve and maintain the use,

006920

occupancy and benefit of the Property for persons of low and moderate income in order to further attain the goals and purposes of the Program;

THAT, in order to best achieve such aims and goals of the Program, EASTERN and the TOWN have determined that the Property shall be subject to certain restrictive covenants and agreements, as more particularly set forth below;

THAT, although the TOWN does not presently have any ownership interest in the Property, it is agreed that the TOWN, as the entity implementing the Program and causing the transfer of the Property to EASTERN, shall have the full and exclusive right to enforce such restrictive covenants and agreements, as more particularly set forth below;

NOW, THEREFORE, in furtherance of the Program, and in consideration of acquisition of title to the Property and of other consideration, EASTERN does hereby impose the following restrictive covenants and agreements upon the Property, which covenants shall be deemed to be covenants running with the land, and which shall be binding upon any owner of the Property or any portion thereof, including EASTERN, and any occupant of a Home or Rental Unit, their heirs, executors, administrators and assigns, and which shall inure to the benefit of EASTERN, the TOWN, and their successors and assigns.

#### ARTICLE I

##### OCCUPANCY RESTRICTIONS

By acceptance of a deed to or by virtue of the ownership of a Home or Rental Building, or by acceptance of a lease to a Rental Unit, the owner, tenant or occupant of it, as the case may be, represents and acknowledges that:

1) With regard to Homes, for so long as the covenants and restrictions herein contained shall remain in effect, such Home has been acquired for the personal occupancy of such owner and his immediate family. Further, such Home shall be occupied by persons or families with adjusted gross annual incomes which are at or below the HUD Section 8 Income Guidelines as issued by HUD and as periodically adjusted over time.

2) With regard to Rental Buildings, for so long as the covenants and restrictions herein contained shall remain in effect, all of the Rental Units within such Rental Buildings shall be occupied,

(1) by persons or families with adjusted gross annual incomes which are at or below the HUD Section 8 Income

Guidelines as issued by HUD and as periodically adjusted over time; and

(ii) as elderly housing, as the same is defined or described in the TOWN's zoning regulations, as amended from time to time. Elderly housing is currently described in Section 31.2.12 of such regulations as "Elderly Family Development", which term is defined as developments of dwelling units "(a) to be occupied exclusively by elderly families consisting of one (1) or more persons, one (1) of whom is sixty (60) years of age or over, and (b) which conform to the requirements of State and/or Federal programs providing for housing for the elderly, except with regard to maximum floor area, and shall include a certification from State and/or Federal agencies that such housing conforms to the requirements of elderly housing programs."

3) All Homes shall be occupied by the owner thereof, the members of his immediate family and their temporary guests only, and shall be used solely as a single-family residence. "Immediate family" as used herein shall mean the spouse of an owner, issue of the owner or of his spouse, a parent or parents of the owner or of his spouse, or such other person who is recognized and approved in writing by the TOWN as a bona fide member of such family unit. Immediate family shall be deemed to include an attendant of a handicapped or disabled immediate family member.

4) Any dispute as to whether (a) a person or family is one with adjusted gross annual incomes which are at or below the HUD Section 8 Income Guidelines, (b) a person is a member of the "immediate family", or (c) all of the Rental Units are being occupied as elderly housing, as defined above, shall be resolved by the TOWN using applicable standards or, if necessary, by arbitration as hereinafter provided.

5) The rental, exclusive of utilities, to be charged the persons or families occupying the Rental Units in accordance with the terms and conditions set forth in subparagraph 2 above shall at no time exceed the HUD Section 8 rental limits in effect at the time of the closing of title of the Rental Building to the owner thereof, and as may be periodically adjusted by HUD over time.

6) The Property shall, at all times, be well maintained, meet all applicable zoning, building and health codes and standards, as well as continue to meet the standards for a Certificate of Occupancy with regard to the Homes and a Certificate of Rental Occupancy with regard to the Rental Units.

ARTICLE II

RESALE RESTRICTIONS

All of the covenants and restrictions herein contained shall be binding upon any and all subsequent owners of the Property or any portion thereof provided that such covenants and restrictions have not been otherwise terminated at or prior to the time of any such resale of the Property or any portion thereof.

ARTICLE III

DISPUTE PROCEDURES

1) Any controversy or dispute arising out of anything contained herein and, without limiting the foregoing, any rights, duties, title or estate arising herefrom or claimed hereunder, or out of the failure or refusal to perform any obligation or duty relating thereto, shall be settled by submitting such dispute first to the TOWN. In the event such controversy or dispute cannot be resolved by the TOWN, then it shall be submitted to a single independent arbitrator, on the list of the American Arbitration Association, appointed by the Board of Selectmen of the TOWN and the decision of such arbitrator shall be final and binding. Such arbitrator shall have the right to decide all factual, legal and equitable issues and to grant or order such relief as may be necessary, including but not limited to the granting of injunctive relief, specific performance of rights under any contract or right of purchase, or the determination of the title or estate of any party in and to the matter which is the subject of such arbitration. Nothing contained herein, however, shall be deemed to interfere with or affect the TOWN'S right to pursue, where appropriate, the remedy of summary process in accordance with applicable statutes.

2) The cost of arbitration shall be borne equally by the parties, except, however, the arbitrator shall have the right in case of a willful breach of any covenant herein or obligation in connection therewith to direct the defaulting party to pay the cost of the arbitrator and the reasonable counsel fees of the other party. Any person who shall claim an interest in the Property, or occupy any Home or Rental Unit or the Property as a result of the violation of any covenant herein, shall, at the option of the TOWN, be bound by this covenant to arbitrate as to any interest such person might have in the Property.

ARTICLE IV

MORTGAGES

The Occupancy Restrictions of ARTICLE I shall not apply to a mortgagee who has acquired title to the Property or any portion

thereof by foreclosure or by deed in lieu of foreclosure. However, such Occupancy Restrictions shall apply to any purchaser of the Property from such mortgagee. Any mortgagee acquiring title to a Home or Rental Building by foreclosure or deed in lieu of foreclosure shall use its best efforts to sell such Home or Rental Building as expeditiously as possible.

ARTICLE V

TERMINATION AND AMENDMENT OF COVENANTS AND RESTRICTIONS

- 1) The covenants and restrictions contained herein shall run with the land and continue in perpetuity unless terminated by the TOWN in its sole and absolute discretion.
- 2) The covenants and restrictions contained herein may be amended or modified by the written approval of the following: (i) the TOWN and (ii) all of the owners of the Property or any portion thereof.

ARTICLE VI

ENFORCEMENT

Although the TOWN does not presently have any ownership interest in the Property, the TOWN, as the entity implementing the Program and causing the transfer of the Property to EASTERN, shall have the full and exclusive right and authority to enforce all of the restrictive covenants and agreements contained herein. To assist in its enforcement of the restrictive covenants and agreements contained herein, the TOWN shall have, inter alia, the following rights:

- 1) the right to approve and to periodically monitor, at all times and from time to time, all owners of any Home and all tenants or occupants of any Rental Unit at the Property, and to verify their income, for the purpose of confirming that, in accordance with subparagraphs 1), 2) and 3) of Article I hereof, all of the Homes are owner-occupied, all of the Homes and Rental Units are being occupied by persons or families with adjusted gross annual incomes which are at or below the HUD Section 8 Income Guidelines as described in that Article and all of the Rental Units are being occupied as elderly housing as hereinabove defined; and
- 2) the right to approve and to periodically monitor, at all times and from time to time, all leases of Rental Units at the Property, including all lease renewals, for the purpose of confirming that, in accordance with subparagraph 5) of Article I hereof, the rental, exclusive of utilities, that is being charged the persons or families occupying the Rental Units in accordance

with the terms and conditions set forth herein are at no time exceeding the HUD Section 8 rental limits; and

3) the right to take such other action, including obtaining specific performance or injunctive relief or both, and to require such other information from any owner, tenant or occupant, as may be necessary in the sole and absolute discretion of the TOWN, for the TOWN to insure compliance with the restrictive covenants and agreements contained herein.

ARTICLE VII

GENERAL PROVISIONS

1) All rights and privileges reserved and conferred upon the TOWN herein may be exercised by any duly authorized agency, board, commission, committee person or other appropriate body or process of bodies (the "Agency") of the TOWN. Any Agency acting in the place and stead of the TOWN shall have the right to exercise all the rights and privileges herein reserved and conferred upon the TOWN. Any such Agency shall be subject to the same obligations and duties as the TOWN hereunder.


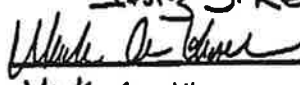
2) Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

3) In the event that any provision herein shall be deemed to be invalid, such invalidation shall in no way affect the remaining provisions herein.

IN WITNESS WHEREOF, EASTERN has executed this Declaration of Covenants and Restrictions the day and year first above written.

Signed, sealed and delivered in the presence of:

EASTERN PROPERTY ASSETS, LLC  
OF CONNECTICUT

  
\_\_\_\_\_  
Irving J. Kern  
  
\_\_\_\_\_  
Mark A. Kissil

By:   
\_\_\_\_\_  
Barry Lieberman  
Its Sole Manager  
Duly Authorized





SCHEDULE A

All that certain piece or parcel of land, with the improvements thereon, situated in the Town of Fairfield, County of Fairfield and State of Connecticut, and being all of the land located between Unquowa Road in said Town of Fairfield on the east and southeast and the new relocated Unquowa Road on the west as shown on "Map Showing Land and Right of Access Acquired from Frederick Sturges, Jr. by the State of Connecticut Greenwich-Killingly Expressway dated September, 1955" and bounded by the taking line of the Greenwich-Killingly Expressway of the State of Connecticut on the south, comprising approximately 1.41 acres, more or less, more particularly bounded and described as follows:

**EASTERLY:** By Unquowa Road on a broken line, 368 feet, more or less;

**EASTERLY AGAIN:** By Unquowa Road on a curve having a radius of 51 feet, and an arc distance of 61.5 feet, more or less;

**SOUTHEASTERLY:** By Unquowa Road, 100.6 feet, more or less;

**SOUTHERLY:** By the taking line of the State of Connecticut for the Greenwich-Killingly Expressway, 173 feet, more or less;

**WESTERLY:** By the taking line for the relocated Unquowa Road, 488 feet, more or less;

Said premises are also known as 429 Unquowa Road, Fairfield, Connecticut.

Also shown as Lots 1, 2, 3, 4 and 5 on Map No. 6084, entitled "Subdivision For Unquowa Road Affordable Housing, Fairfield, Conn., Feb. 22, 1993", on file in the Fairfield Town Clerk's Office.

RECEIVED FOR RECORD

AUG 11 1995 AT 2:42 P M

ATTEST: *Marguerite H. Tate*  
TOWN CLERK

# Fairchild Apartments

**130 Fairchild Avenue**

- Calculation of Housing Unit Equivalent Points
- Vision Appraisal Property Description (1)
- Declaration of Restrictive Covenants

## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b> Fairchild Apartments	<b>Set Aside:</b> YES
<b>Address:</b> 130 Fairchild Avenue	<b>Owner/Rental:</b> RENTAL
<b>Developer:</b> Garden Homes	<b>Total # Units:</b> 54
<b>Property Mgr:</b> Garden Homes	<b># Affordable:</b> 27
<b>Date CO Issued:</b> 8/25/2014	<b># Market Rate:</b> 27

### Description of Development

Fairchild Apartments is a 54-unit set aside development that was approved by the Town Plan & Zoning Commission on 8/14/12 pursuant to CGS 8-30g, of which 50% or 27 units in total, are subject to deed restrictions, with 8 units restricted to persons or households with incomes at or below 80% of the area median income (AMI), 16 units restricted to households with incomes at or below 60% of the AMI, and 3 units restricted to households with incomes at or below 40% of AMI, for a term of forty years.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development	27	0.25	6.75
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes $\leq$ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI	8	1.50	12
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI	16	2.00	32
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI	3	2.50	7.5
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>54</b>		<b>58.25</b>

# 130 FAIRCHILD AVENUE

**Location** 130 FAIRCHILD AVENUE

**Mblu** 38/ 56/ 11

**Acct#** 02704

**Owner** GARDEN HOMES RESIDENTIAL

**Assessment** \$3,785,180

**Appraisal** \$5,407,400

**PID** 2462

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$4,232,300	\$1,175,100	\$5,407,400
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$2,962,610	\$822,570	\$3,785,180

## Owner of Record

**Owner** GARDEN HOMES RESIDENTIAL  
**Co-Owner** LIMITED PARTNERSHIP  
**Care Of**  
**Address** 29 KNAPP STREET  
 STAMFORD, CT 06907-1725

**Sale Price** \$0  
**Certificate**  
**Book & Page** 5094/0126  
**Sale Date** 01/08/2014  
**Instrument** 02  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
GARDEN HOMES RESIDENTIAL	\$0		5094/0126	02	01/08/2014
GARDEN HOMES MANAGEMENT	\$175,000		4597/0195	00	03/04/2011
CECCARELLI NELLO/EST	\$0		4491/0110	02	08/24/2010
CECCARELLI NELLO/EST INCOMP	\$0		4169/0308	02	07/09/2008
CECCARELLI NELLO	\$0		4083/0232	02	01/08/2008

## Building Information

**Building 1 : Section 1**

**Year Built:** 2014  
**Living Area:** 32,432  
**Replacement Cost:** \$4,261,046  
**Building Percent Good:** 96  
**Replacement Cost Less Depreciation:** \$4,090,600

**Building Attributes**

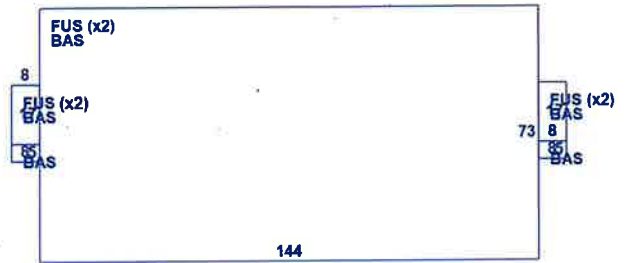
Field	Description
Style:	Apartments
Model	Comm/Ind
Grade	Average Plus
Stories:	3
Occupancy	54.00
Exterior Wall 1	Cem Fiber Siding
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Ceram Clay Til
Interior Floor 2	Vinyl/Asphalt
Heating Fuel	Electric
Heating Type	Hot Water
AC Type	Unit/AC
Struct Class	
Bldg Use	Apartments
Total Rooms	66
Total Bedrms	12
Total Baths	54
Liv Area	
Effect Area	
1st Floor Use:	
Heat/AC	Heat/AC Pkgs
Frame Type	Wood Frame
Baths/Plumbing	Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Average
Wall Height	10.00
% Comn Wall	

**Building Photo**



(<https://images.vgsi.com/photos2/FairfieldCTPhotos/A02\04\67\10.jpg>)

**Building Layout**



(ParcelSketch.ashx?pid=2462&bid=2407)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	21,568	21,568
BAS	First Floor	10,864	10,864
		32,432	32,432

**Extra Features**

Extra Features

Code	Description	Size	Value	Bldg #
SPR1	SPRINKLERS-WET	32592.00 S.F.	\$75,100	1

**Land**

**Land Use**

Use Code 1120  
 Description Apartments  
 Zone B  
 Neighborhood C6  
 Alt Land Appr No  
 Category

**Land Line Valuation**

Size (Sqr Feet) 52708  
 Depth 0  
 Assessed Value \$822,570  
 Appraised Value \$1,175,100

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	PAVING-ASPHALT			20000.00 S.F.	\$66,600	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$4,232,300	\$1,175,100	\$5,407,400
2021	\$4,232,300	\$1,175,100	\$5,407,400
2020	\$4,232,300	\$1,175,100	\$5,407,400

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$2,962,610	\$822,570	\$3,785,180
2021	\$2,962,610	\$822,570	\$3,785,180
2020	\$2,962,610	\$822,570	\$3,785,180

**CORRECTIVE DECLARATION OF RESTRICTIVE COVENANTS**

This Corrective Declaration of Restrictive Covenants shall replace the Declaration of Restrictive Covenants dated September 12, 2014 and recorded in Volume 5181 page 168.

Garden Homes Residential Limited Partnership, a Connecticut limited partnership located at 29 Knapp Street, Stamford, Connecticut 06907, and owner in fee simple of property known as 130 Fairchild Avenue, Fairfield, Connecticut and described more fully in Exhibit A (hereinafter the "Development"), hereby covenants and agrees for itself, its successors, heirs and assigns, that the Development shall be subject to the following restrictions authorized by section 8-30g of the Connecticut General Statutes:

The Development is a set aside development as defined in section 8-30g of the Connecticut General Statutes and in accordance with the applicable regulations for state agencies that were in effect on the date of the original application for initial local approval, August 14, 2012, containing affordable housing dwelling units, and is therefore subject to limitations on the maximum annual income of the household that may rent the designated affordable housing dwelling units, and on the maximum rental that may be charged for such affordable housing dwelling units. These limitations shall be strictly enforced, and may be enforced by the zoning enforcement authority of Fairfield against the record owner of the Development or the person identified in the affordability plan as responsible for the administration of these limitations.

Until September 30, 2054, no less than fifteen percent (15%) of the dwelling units in this Development, or eight (8) units total, shall be rented to persons and families whose annual income is less than or equal to eighty percent (80%) of the median income as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, and such units may be rented only at a rental equal to or less than the rental determined using the formula for maximum monthly rental amount stated in section 8-30g-8(d) of the Regulations of Connecticut State Agencies. In addition, no less than fifteen percent (15%) of the dwelling units, or eight (8) units total, shall be rented to persons and families whose annual income is less than or equal to 60 percent (60%) of the median income as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, and such units may be rented only at a rental equal to or less than the rental determined using the formula for maximum monthly rental amount stated in section 8-30g-8(e) of the Regulations of Connecticut State Agencies. In addition, no less than eight (8) of the dwelling units shall be rented to persons and families whose annual income is less than or equal to 50 percent (50%) of the median income as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, and such units may be rented only at a rental equal to or less than the rental determined using a comparable formula for maximum monthly rental amount. In addition, no less than three (3) of the dwelling units shall be rented to persons and families whose annual income is less than or equal to 30 percent (30%) of the median income as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, and such units may be rented only at a rental equal to or less than the rental determined using a comparable formula for maximum monthly rental amount.

007119  
61100



IN WITNESS WHEREOF the said Garden Homes Residential Limited Partnership has caused these presents to be signed, acknowledged and delivered in its name and behalf by Richard K. Freedman, its duly authorized representative, this 30<sup>th</sup> day of September, 2014.

Garden Homes Residential Limited Partnership

By: 

Richard K. Freedman, President  
Garden Homes Management Corp., General Partner

State of Connecticut

County of Fairfield      ss. Stamford

On this the 30<sup>th</sup> day of September, 2014, before me, \_\_\_\_\_, the undersigned officer, personally appeared Richard K. Freedman, who acknowledged himself to be the President of Garden Homes Management Corporation, a corporation, and that he as such President, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself at President.

In witness whereof I hereunto set my hand.

  
Notary Public  
LISETTE RIZARRAHY  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES SEP. 30, 2018

EXHIBIT A

~~VOL 4597 PAGE 196~~

SCHEDULE A

Property Description

All that certain real property situated in Fairfield, Connecticut, being shown on a certain map entitled "Improvement Location Survey of Property Located at 130 Fairchild Avenue, Fairfield, Connecticut Prepared for Carol Lucibello" dated April 14, 2008, prepared by Pereira Engineering, which map is on file in the Fairfield Town Clerk's Office as map #7451.

Said premises are subject to the following.

1. All governmental statutes, ordinances, rules and regulations including but not limited to zoning and planning rules and regulations.
2. Current taxes of the Town of Fairfield and other municipal assessments, including but not limited to sewer taxes and water charges, if any.
3. Drainage Easement to the State of Connecticut as granted in an instrument dated March 27, 1957 and recorded in Volume 361 at Page 171 of the Fairfield Land Records.
4. Easement for storm drainage to the Town of Fairfield dated February 11, 1974 and recorded in Volume 595 at Page 935 of the Fairfield land records.
5. Sewer Easement to the Town of Fairfield dated September 19, 2001 and recorded in Volume 2336 at Page 345 of the Fairfield Land Records.
6. Rights of others in and to Rooster River.
7. Notes, easements and conditions as appear on map referred to hereinabove.

RECEIVED FOR RECORD

OCT 6 2014 AT 3:25 P.M.

ATTEST: *Elizabeth Pericone*  
TOWN CLERK

# Fairfield Owner Built Condominiums

**120-132 Greenfield Street**

- Calculation of Housing Unit Equivalent Points (2)
- Vision Appraisal Property Description (6)
- Certificate(s) of Occupancy (4)
- Declaration of Restrictive Covenants
- First Amendment to Declaration of Condominium

## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b>	Fairfield Owner Built Condominiums	<b>Set Aside:</b>	NO
<b>Address:</b>	120-122 & 130-132 Greenfield Street	<b>Owner/Rental:</b>	OWNER
<b>Developer:</b>	Town of Fairfield	<b>Total # Units:</b>	4
<b>Property Mgr:</b>	Self Managed	<b># Affordable:</b>	4
<b>Date CO Issued:</b>	10/29/1999	<b># Market Rate:</b>	0

### Description of Development

Seven contiguous lots of Greenfield Street and Nordstrand Avenue were acquired and developed by the Town of Fairfield and now comprise seven duplex structures with fourteen dwelling units. Developed as Fairfield Owner Built Condominiums, the first 5 buildings, 10 units, were completed in 1989. In 1999 two additional lots were developed with duplex structures, 4 dwelling units, at 120-122 and 130-132 Greenfield Street. The Town retains ownership of the land and the condo units must be sold at below market prices (future sales are price restricted by formula) to households meeting the CHFA or HUD moderate income guidelines. Only the final 4 units are included in this application.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes $\leq$ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI	4	1.00	4
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.50	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.50	
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>4</b>		<b>4</b>

# 120 GREENFIELD STREET

**Location** 120 GREENFIELD STREET

**Mblu** 40/ 319/E / /

**Acct#** 20754

**Owner** FAIRFIELD TOWN OF

**Assessment** \$112,910

**Appraisal** \$161,300

**PID** 2686

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$0	\$161,300	\$161,300

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$0	\$112,910	\$112,910

## Owner of Record

**Owner** FAIRFIELD TOWN OF  
**Co-Owner**  
**Care Of**  
**Address** 725 OLD POST ROAD  
 FAIRFIELD, CT 06824

**Sale Price** \$0  
**Certificate**  
**Book & Page** 0203/0096  
**Sale Date** 01/01/1800  
**Qualified** U

## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
FAIRFIELD TOWN OF	\$0		0203/0096	01/01/1800

## Building Information

### Building 1 : Section 1

**Year Built:**  
**Living Area:** 0  
**Replacement Cost:** \$0  
**Building Percent Good:**  
**Replacement Cost**  
**Less Depreciation:** \$0

### Building Attributes

Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

### Building Photo



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0071\IMG\\_0067\\_715](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0071\IMG_0067_715))

### Building Layout

(ParcelSketch.ashx?pid=2686&bid=2649)

Building Sub-Areas (sq ft)
No Data for Building Sub-Areas

### Extra Features

Extra Features
No Data for Extra Features

### Land

**Land Use**

**Use Code** 9029  
**Description** Exempt land Lease  
**Zone** B  
**Neighborhood** 0040  
**Is Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 10212  
**Depth** 0  
**Assessed Value** \$112,910  
**Appraised Value** \$161,300

**Outbuildings**

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$0	\$161,300	\$161,300
2021	\$0	\$161,300	\$161,300
2020	\$0	\$161,300	\$161,300

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$0	\$112,910	\$112,910
2021	\$0	\$112,910	\$112,910
2020	\$0	\$112,910	\$112,910

# 120 GREENFIELD STREET

**Location** 120 GREENFIELD STREET

**Mblu** 40/ 319/E 11/ /

**Acct#** 21834

**Owner** SOMSKY SHARON

**Assessment** \$166,530

**Appraisal** \$237,900

**PID** 100388

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$237,900	\$0	\$237,900

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$166,530	\$0	\$166,530

## Owner of Record

**Owner** SOMSKY SHARON

**Sale Price** \$0

**Co-Owner**

**Certificate**

**Care Of**

**Book & Page** 2058/0339

**Address** 120 GREENFIELD STREET

**Sale Date** 11/05/1999

FAIRFIELD, CT 06825

**Qualified** U

## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
SOMSKY SHARON	\$0		2058/0339	11/05/1999

## Building Information

### Building 1 : Section 1

**Year Built:** 1999  
**Living Area:** 1,428  
**Replacement Cost:** \$396,460  
**Building Percent Good:** 60  
**Replacement Cost**  
**Less Depreciation:** \$237,900



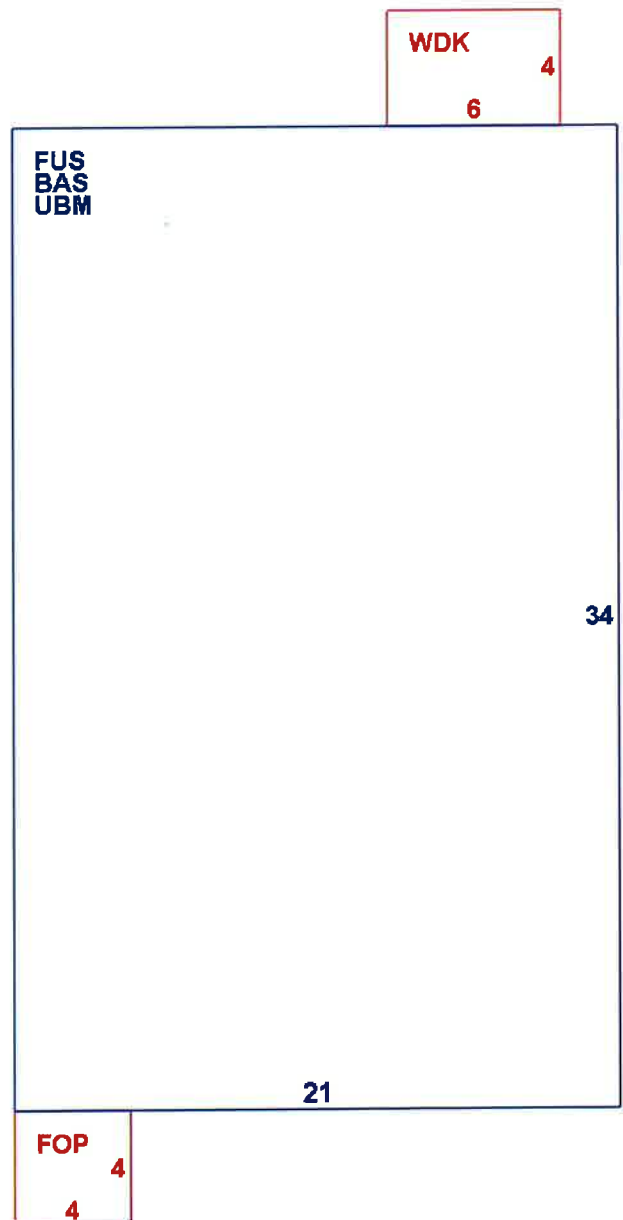
Building Attributes	
Field	Description
Style:	Condominium
Model	Res Condo
Stories:	2 Stories
Grade	
Occupancy	1
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Floor 1	Hardwood
Interior Floor 2	Carpet
Heat Fuel:	Gas
Heat Type:	Hot Water
AC Type:	None
Ttl Bedrms:	3 Bedrooms
Ttl Bathrms:	1 Full
Ttl Half Bths:	1
Xtra Fixtres	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Kitchen Type	00
FCPZ	00
Primary Bldg Use	
Htwtr Type	00
Atypical	
Park Type	N
Park Own	N
Park Tandem	N
Fireplaces	
Num Part Bedrm	
Base Fir Pm	
Num Park	00
Pct Low Ceiling	
Unit Locn	
Grade	
Stories:	2
Residential Units:	14
Exterior Wall 1:	Wood Shingle
Exterior Wall 2:	
Roof Structure	Gable/Hip

### Building Photo



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0071\IMG\\_0069\\_715](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0071\IMG_0069_715))

### Building Layout



(ParcelSketch.ashx?pid=100388&bid=22135)

**Building Sub-Areas (sq ft)**

Roof Cover	Asphalt
Cmrc Units:	0
Res/Com Units:	14
Section #:	
Parking Spaces	
Section Style:	
Foundation	
Security:	
Cmplx Cnd	
Xtra Field 1:	
Remodel Ext:	
Super	
Grade	

Code	Description	Gross Area	Living Area
BAS	First Floor	714	714
FUS	Upper Story, Finished	714	714
FOP	Porch, Open, Finished	16	0
UBM	Basement, Unfinished	714	0
WDK	Deck, Wood	24	0
		2,182	1,428

### Extra Features

Extra Features
No Data for Extra Features

nd

### Land Use

**Use Code** 1021  
**Description** Res Condo  
**Zone** B  
**Neighborhood** 0090  
**Alt Land Appr** No  
**Category**

### Land Line Valuation

**Size (Sqr Feet)** 1  
**Depth**  
**Assessed Value** \$0  
**Appraised Value** \$0

### Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

### Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$237,900	\$0	\$237,900
2021	\$237,900	\$0	\$237,900
2020	\$237,900	\$0	\$237,900

### Assessment

<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
2022	\$166,530	\$0	\$166,530
2021	\$166,530	\$0	\$166,530
2020	\$166,530	\$0	\$166,530

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# 122 GREENFIELD STREET

**Location** 122 GREENFIELD STREET

**Mblu** 40/ 319/E 12/ I

**Acct#** 21835

**Owner** VECSEY KATHLEEN M

**Assessment** \$167,440

**Appraisal** \$239,200

**PID** 100389

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$239,200	\$0	\$239,200
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$167,440	\$0	\$167,440

## Owner of Record

**Owner** VECSEY KATHLEEN M  
**Co-Owner**  
**Care Of**  
**Address** 122 GREENFIELD STREET  
 FAIRFIELD, CT 06825-4402

**Sale Price** \$174,900  
**Certificate**  
**Book & Page** 4589/0170  
**Sale Date** 02/14/2011  
**Instrument** 00  
**Qualified** Q

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
VECSEY KATHLEEN M	\$174,900		4589/0170	00	02/14/2011
TERIFAY EDWARD & MARISSA	\$99,900		2056/0217		10/29/1999

## Building Information

### Building 1 : Section 1

**Year Built:** 1999  
**Living Area:** 1,428  
**Replacement Cost:** \$398,602  
**Building Percent Good:** 60

Replacement Cost

Less Depreciation: \$239,200

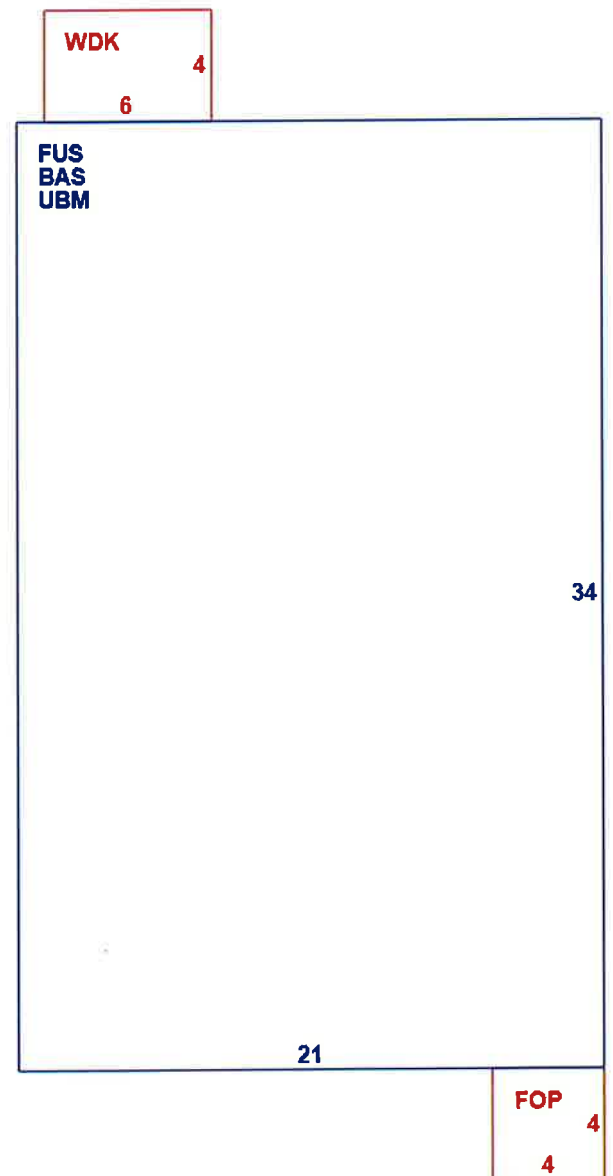
Building Attributes	
Field	Description
Style:	Condominium
Model	Res Condo
Stories:	2 Stories
Grade	03
Occupancy	1
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Floor 1	Carpet
Interior Floor 2	Linoleum
Heat Fuel:	Gas
Heat Type:	Forced Air-Duc
AC Type:	Central
Ttl Bedrms:	3 Bedrooms
Ttl Bathrms:	1 Full
Ttl Half Bths:	1
Xtra Fixtres	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Kitchen Type	00
FCPZ	
Primary Bldg Use	
Htwtr Type	00
Atypical	
Park Type	N
Park Own	N
Park Tandem	N
Fireplaces	
Num Part Bedrm	
Base Flr Pm	
Num Park	00
Pct Low Ceiling	
Unit Locn	
Grade	
Stories:	2
Residential Units:	14
Exterior Wall 1:	Wood Shingle

Building Photo



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0071\IMG\\_0069\\_715](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0071\IMG_0069_715))

Building Layout



(ParcelSketch.ashx?pid=100389&bid=22136)

Building Sub-Areas (sq ft)

Exterior Wall 2:	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Cmrc Units:	0
Res/Com Units:	14
Section #:	
Parking Spaces	
Section Style:	
Foundation	
Security:	
Cmplx Cnd	
Xtra Field 1:	
Remodel Ext:	
Super	
Grade	

Code	Description	Gross Area	Living Area
BAS	First Floor	714	714
FUS	Upper Story, Finished	714	714
FOP	Porch, Open, Finished	16	0
UBM	Basement, Unfinished	714	0
WDK	Deck, Wood	24	0
		2,182	1,428

### Extra Features

Extra Features
No Data for Extra Features

### Land

#### Land Use

**Use Code** 1021  
**Description** Res Condo  
**Zone** B  
**Neighborhood** 0090  
**Alt Land Appr** No  
**Category**

#### Land Line Valuation

**Size (Sqr Feet)** 1  
**Depth**  
**Assessed Value** \$0  
**Appraised Value** \$0

### Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

### Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$239,200	\$0	\$239,200
2021	\$239,200	\$0	\$239,200

2020	\$239,200	\$0	\$239,200
------	-----------	-----	-----------

<b>Assessment</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
22	\$167,440	\$0	\$167,440
2021	\$167,440	\$0	\$167,440
2020	\$167,440	\$0	\$167,440

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# 130 GREENFIELD STREET

**Location** 130 GREENFIELD STREET

**Mblu** 40/ 319/F //

**Acct#** 20755

**Owner** FAIRFIELD TOWN OF

**Assessment** \$109,340

**Appraisal** \$156,200

**PID** 2687

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$0	\$156,200	\$156,200

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$0	\$109,340	\$109,340

## Owner of Record

**Owner** FAIRFIELD TOWN OF  
**Co-Owner**  
**Care Of**  
**Address** 725 OLD POST ROAD  
 FAIRFIELD, CT 06824

**Sale Price** \$0  
**Certificate**  
**Book & Page** 0203/0096  
**Sale Date** 01/01/1800  
**Qualified** U

## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
FAIRFIELD TOWN OF	\$0		0203/0096	01/01/1800

## Building Information

### Building 1 : Section 1

**Year Built:**

**Living Area:** 0  
**Replacement Cost:** \$0  
**Building Percent Good:**  
**Replacement Cost**  
**Less Depreciation:** \$0



### Building Attributes

Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

### Building Photo



([https://images.vgsi.com/photos2/FairfieldCTPhotos/\0071\IMG\\_0067\\_715](https://images.vgsi.com/photos2/FairfieldCTPhotos/\0071\IMG_0067_715))

### Building Layout

(ParcelSketch.ashx?pid=2687&bid=2650)

Building Sub-Areas (sq ft)
No Data for Building Sub-Areas

### Extra Features

Extra Features
No Data for Extra Features

### Land

**Land Use**

**Use Code** 9029  
**Description** Exempt land Lease  
**Zone** B  
**Neighborhood** 0040  
**Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 8109  
**Depth** 0  
**Assessed Value** \$109,340  
**Appraised Value** \$156,200

**Outbuildings**

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$0	\$156,200	\$156,200
2021	\$0	\$156,200	\$156,200
2020	\$0	\$156,200	\$156,200

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$0	\$109,340	\$109,340
2021	\$0	\$109,340	\$109,340
2020	\$0	\$109,340	\$109,340

# 130 GREENFIELD STREET

**Location** 130 GREENFIELD STREET

**Mblu** 40/ 319/F 13/ /

**Acct#** 21836

**Owner** DIAB NAWAL M

**Assessment** \$167,510

**Appraisal** \$239,300

**PID** 100391

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$239,300	\$0	\$239,300

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$167,510	\$0	\$167,510

## Owner of Record

**Owner** DIAB NAWAL M  
**Co-Owner**  
**Care Of**  
**Address** 130 GREENFIELD STREET  
 FAIRFIELD, CT 06825-4402

**Sale Price** \$0  
**Certificate**  
**Book & Page** 5662/0149  
**Sale Date** 05/01/2018  
**Instrument** 14  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
DIAB NAWAL M	\$0		5662/0149	14	05/01/2018
DEUTSCH BANK NAT'L TRUST CO	\$0		5634/0021	14	01/25/2018
JONES DONNA E	\$0		2052/0095		10/18/1999

## Building Information

### Building 1 : Section 1

**Year Built:** 1999  
**Living Area:** 1,428  
**Replacement Cost:** \$398,822

Building Percent Good: 60

Replacement Cost

Less Depreciation: \$239,300

### Building Photo



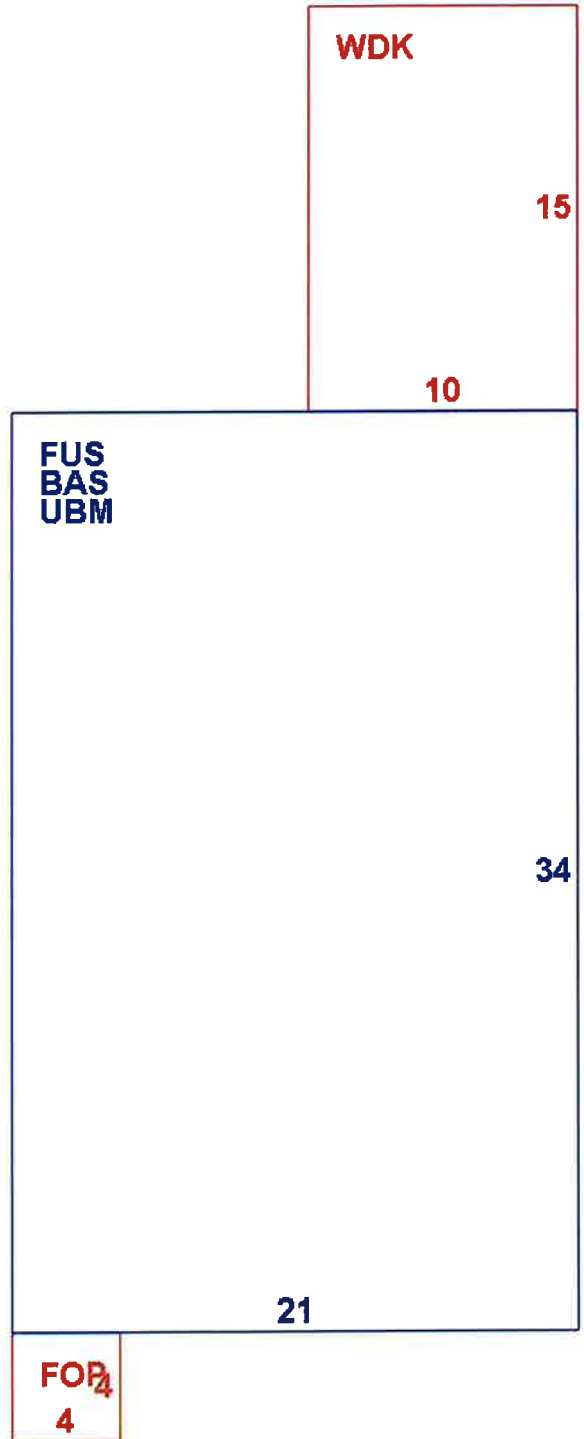
([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0071\IMG\\_0068\\_715](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0071\IMG_0068_715))

### Building Attributes

Field	Description
Style:	Condominium
Model	Res Condo
Stories:	2 Stories
Grade	
Occupancy	1
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Floor 1	Hardwood
Interior Floor 2	Carpet
Heat Fuel:	Gas
Heat Type:	Hot Water
AC Type:	None
Ttl Bedrms:	3 Bedrooms
Ttl Bathrms:	1 Full
Ttl Half Bths:	1
Xtra Fixtres	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Kitchen Type	00
FCPZ	00
Primary Bldg Use	
Htwtr Type	00
Atypical	
Park Type	N
Park Own	N
Park Tandem	N
Fireplaces	
Num Part Bedrm	
Base Flr Pm	
Num Park	00
Pct Low Ceiling	
Unit Locn	
Grade	
Stories:	2
Residential Units:	14
Exterior Wall 1:	Wood Shingle

Exterior Wall 2:	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Cmrc'l Units:	0
Res/Com Units:	14
Section #:	
Parking Spaces	
Section Style:	
Foundation	
Security:	
Cmplx Cnd	
Xtra Field 1:	
Remodel Ext:	
Super	
Grade	

### Building Layout



(ParcelSketch.ashx?pid=100391&bid=22137)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	714	714
FUS	Upper Story, Finished	714	714
FOP	Porch, Open, Finished	16	0
UBM	Basement, Unfinished	714	0
WDK	Deck, Wood	150	0

		2,308	1,428
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**Extra Features**

Extra Features	
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 1021  
**Description** Res Condo  
**Zone** AAA  
**Neighborhood** 0090  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 1  
**Depth**  
**Assessed Value** \$0  
**Appraised Value** \$0

**Outbuildings**

Outbuildings		<u>Legend</u>
No Data for Outbuildings		

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$239,300	\$0	\$239,300
2021	\$239,300	\$0	\$239,300
2020	\$239,300	\$0	\$239,300

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$167,510	\$0	\$167,510
2021	\$167,510	\$0	\$167,510
2020	\$167,510	\$0	\$167,510

# 132 GREENFIELD STREET

**Location** 132 GREENFIELD STREET

**Mblu** 40/ 319/F 14/ /

**Acct#** 21837

**Owner** BRUNETTI LAURA

**Assessment** \$138,740

**Appraisal** \$198,200

**PID** 100392

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$198,200	\$0	\$198,200

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$138,740	\$0	\$138,740

## Owner of Record

**Owner** BRUNETTI LAURA  
**Co-Owner**  
**Care Of**  
**Address** 132 GREENFIELD STREET  
FAIRFIELD, CT 06825-4402

**Sale Price** \$184,162  
**Certificate**  
**Book & Page** 5698/0162  
**Sale Date** 08/13/2018  
**Instrument** 00  
**Qualified** Q

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
BRUNETTI LAURA	\$184,162		5698/0162	00	08/13/2018
HAUGHTON TERON &	\$140,000		4737/0263	00	01/30/2012
JOHNSON DONNA L	\$99,900		2061/0082		11/12/1999

## Building Information

### Building 1 : Section 1

**Year Built:** 1999  
**Living Area:** 1,428  
**Replacement Cost:** \$396,460

**Building Percent Good:** 50  
**Replacement Cost**  
**Less Depreciation:** \$198,200

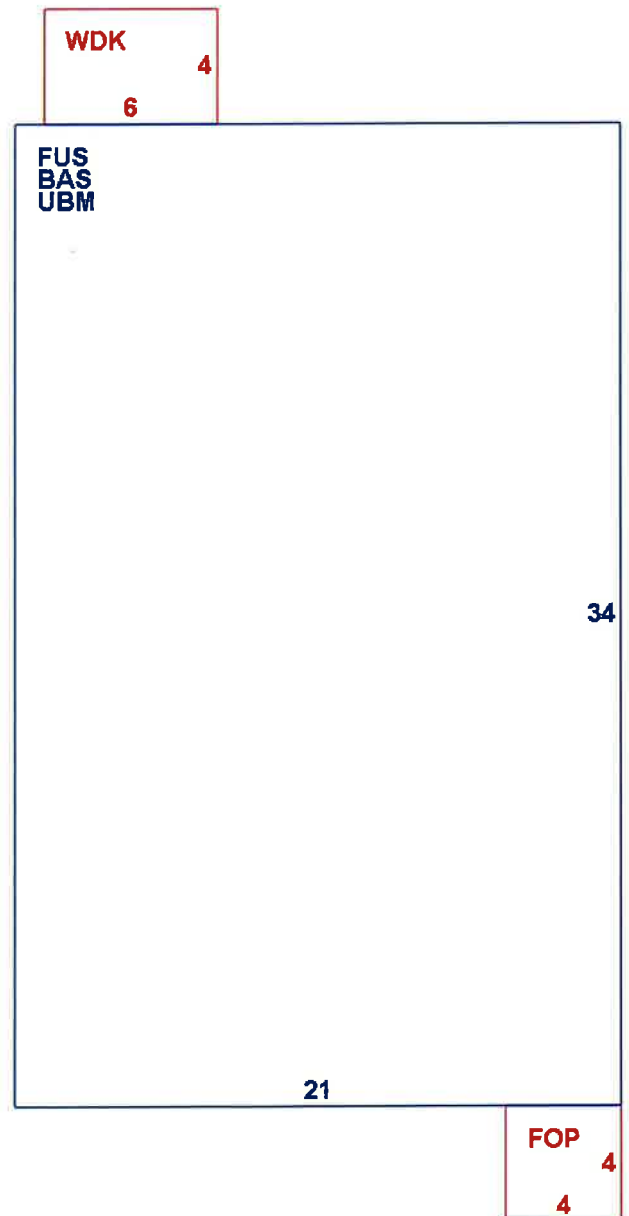
**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0071\IMG\\_0068\\_715](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0071\IMG_0068_715))

Building Attributes	
Field	Description
Style:	Condominium
Model	Res Condo
Stories:	2 Stories
Grade	03
Occupancy	1
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Floor 1	Hardwood
Interior Floor 2	Carpet
Heat Fuel:	Gas
Heat Type:	Hot Water
AC Type:	None
Ttl Bedrms:	3 Bedrooms
Ttl Bathrms:	1 Full
Ttl Half Bths:	1
Xtra Fixtres	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Kitchen Type	00
FCPZ	
Primary Bldg Use	
Htwtr Type	00
Atypical	
Park Type	N
Park Own	N
Park Tandem	N
Fireplaces	
Num Part Bedrm	
Base Flr Pm	
Num Park	00
Pct Low Ceiling	
Unit Lochn	
Grade	
Stories:	2
Residential Units:	14
Exterior Wall 1:	Wood Shingle

**Building Layout**



(ParcelSketch.ashx?pid=100392&bid=22138)

**Building Sub-Areas (sq ft)**



Exterior Wall 2:	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Cmrc Units:	0
Res/Com Units:	14
Section #:	
Parking Spaces	
Section Style:	
Foundation	
Security:	
Cmplx Cnd	
Xtra Field 1:	
Remodel Ext:	
Super	
Grade	

Code	Description	Gross Area	Living Area
BAS	First Floor	714	714
FUS	Upper Story, Finished	714	714
FOP	Porch, Open, Finished	16	0
UBM	Basement, Unfinished	714	0
WDK	Deck, Wood	24	0
		2,182	1,428

### Extra Features

Extra Features				
Code	Description	Size	Value	Bldg #
TAN	SOLAR PANELS	10.00 UNITS	\$0	1

### Land

#### Land Use

**Use Code** 1021  
**Description** Res Condo  
**Zone** B  
**Neighborhood** 0090  
**Alt Land Appr** No  
**Category**

#### Land Line Valuation

**Size (Sqr Feet)** 1  
**Depth**  
**Assessed Value** \$0  
**Appraised Value** \$0

### Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

### Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$198,200	\$0	\$198,200
2021	\$198,200	\$0	\$198,200

2020	\$198,200	\$0	\$198,200
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<b>Assessment</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
2022	\$138,740	\$0	\$138,740
2021	\$138,740	\$0	\$138,740
2020	\$138,740	\$0	\$138,740

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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made this 28th day of June, 1989, by the TOWN OF FAIRFIELD

W I T N E S S E T H:

15802

THAT the TOWN OF FAIRFIELD (the "TOWN") through its Board of Selectmen is interested in providing affordable owner-occupied housing for persons of moderate income (the "Program");

THAT the TOWN, in order to implement the Program, has developed a plan (the "Plan") for the construction of ten (10) condominium units on the premises located on Nordstrand Avenue and Greenfield Street in Fairfield, more particularly described on Schedule "A" attached hereto, (which, along with the buildings to be constructed thereon shall be known as "the Site");

THAT the Plan has been approved and financially assisted by the TOWN;

THAT aims and goals of the Program can best be achieved by encouraging owner/occupancy of the units after they have been constructed, and by the selection of purchasers for them who have indicated an interest and a willingness to participate in the Program;

THAT the TOWN intends to retain ownership of the Site, but to submit it to a Declaration of Condominium and to lease condominium units on a long term basis;

THAT notwithstanding that the TOWN will retain ownership of the Site and the units, and will lease such units rather than selling them outright, such condominium units shall be deemed to be "owner-built" and "owner-occupied" and lessees of them pursuant to unit leases shall be deemed to be "purchasers" or "owners" for all purposes contemplated by this Declaration of Covenants and Restrictions and by the Program;

THAT the TOWN wishes to preserve and maintain the use, occupancy and benefit of the Site for persons of moderate income in order to further attain the goals and purposes of the Program;

NOW, THEREFORE, the TOWN does hereby impose the following restrictive covenants and agreements upon the Site, which covenants shall be deemed to be covenants running with the land, and which shall be binding upon any owner or occupant of the Site or any portion of it, and upon any owner or occupant of a condominium unit thereon, by way of leasehold or otherwise, and their heirs, executors, administrators and assigns, and which shall inure to the benefit of the TOWN, its successors and assigns.

All terms not otherwise defined herein shall have the meanings ascribed to them pursuant to the Connecticut Common Interest Ownership Act (Chapter 828 of the Connecticut General Statutes, Rev. 1958, as amended) ("CIOA").

ARTICLE I

OCCUPANCY RESTRICTIONS

- 1) As used in this Declaration of Covenants and Restrictions, the terms "owner" and "purchaser" shall include "tenant"; "ownership" shall include "tenancy"; "deed" shall include "lease", and vice versa.
- 2) By acceptance of a lease of or deed to a unit in any condominium established on the Site by the TOWN, or by occupying any portion of the Site, the tenant or owner of it represents and acknowledges that such unit or portion of the Site has been leased or accepted for the personal occupancy of his immediate family. The unit or portion of the Site shall be leased, owned and occupied by persons or families who at the time of occupancy thereof, are of moderate income, as defined by the Connecticut Housing Finance Authority ("CHFA") Single Family Program or the United States Department of Housing and Urban Development ("HUD").
- 3) Any such unit shall be occupied by the tenant or owner thereof, the members of his immediate family and their temporary guests only, and shall be used solely as a single-family residence. "Immediate family" as used herein shall mean the spouse of a tenant or owner, issue of the tenant or owner or of his spouse, a parent or parents of the tenant or owner or of his spouse, or such other person who is recognized and approved in writing by the TOWN as a bona fide member of such family unit. Immediate family shall be deemed to include an attendant of a handicapped or disabled immediate family member. Any dispute as to who is a member of the "immediate family" shall be resolved by the TOWN or, if necessary, by arbitration as hereinafter provided. The TOWN may delegate its authority to resolve such disputes to a condominium association formed in connection with the creation of a condominium on the Site.
- 4) In the event that any unit shall be occupied by any person or persons not authorized herein to occupy the same, for an initial period of three (3) months (whether such occupancy is continuous or not) after the tenant or owner of such unit has been notified in writing by the TOWN that he is in violation of the covenants herein contained, then, in such event, the TOWN shall have the right to purchase that unit at the price paid for it by the tenant or owner without upward adjustment as hereinafter set forth in ARTICLE II, but with downward adjustment

for damage or deterioration as set forth in that ARTICLE. The TOWN shall give the tenant or owner notice of election by registered or certified mail, or by hand-delivery at his last known address, and shall record a copy of such notice together with the certificate that notice of election has been given, in the Fairfield Land Records. Title shall close within sixty (60) days of recording such notice in the Fairfield Land Records, at which time possession shall be delivered to the TOWN.

ARTICLE II

BASE VALUE AND FORMULA PRICE

1) The TOWN shall establish a "Base Value" for each unit on the Site. The initial Base Value shall be equal to the initial mortgage amount of the unit. It shall not include the value of any "sweat equity" contributed. Two (2) events shall cause the Base Value to be recalculated: (a) the sale of a unit in accordance with the provisions of this instrument; or (b) the passage of ten (10) years of continuous ownership of a unit.

(a) When a unit is sold, the Base Value shall be increased in the following manner:

(i) If the unit is sold during the first five (5) years of ownership, such increase shall be no more than four (4%) percent, per annum, compounded;

(ii) If the unit is sold during the second five (5) years of ownership, such increase shall be no more than six (6%) percent, per annum, compounded.

(b) If the unit is not sold before the passage of ten (10) years of continuous ownership, then the Base Value shall be increased in the same manner as is set forth in subparagraph (a) above.

The value so derived shall become the new Base Value (hereinafter the "Formula Price").

Devise or inheritance shall not cause a recalculation of the Base Value nor shall they cause the ten (10) year period of continuous ownership to start again.

2) The Formula Price, however, as set by the TOWN, may be adjusted so as to include (1) an additional amount for any reasonable and verifiable costs for improvements or alterations, excepting therefrom any costs for ordinary maintenance and repairs, made with the written approval of the TOWN; (2) a deduction for any damage or deterioration to the premises,

provided, however, that the price may never be reduced to an amount which is lower than the amount of the mortgage on the unit.

ARTICLE III

RESALE RESTRICTIONS

No tenant or owner may effectively dispose of a unit or any interest therein without first offering the same to the TOWN upon the terms and conditions hereinafter provided for.

1) The tenant or owner intending to make a bona fide sale of his unit or any interest therein, shall give to the TOWN written notice of such intention to place his unit on the market. Within thirty (30) days of receipt of such notice, the TOWN shall provide the unit tenant or owner with the Formula Price at which the unit may be offered for resale and a determination as to the HUD or CHFA income limits which must be met by any purchaser of the unit.

2) In the event a bona fide offer to pay the Formula Price, as set by the TOWN, is made by a potential purchaser who meets the income and other criteria, as determined by the TOWN, (hereinafter "Outside Offer") and the TOWN receives notice of said Outside Offer, including the name and address of the intended purchaser, the terms and conditions of the sale and such other information as will enable the TOWN to determine whether or not the intended purchaser qualifies for the Program, then the TOWN shall thereafter have a period of twenty (20) days within which it may buy the unit on the same terms and conditions as contained in the Outside Offer ("Right of First Refusal"). If the TOWN is going to buy the unit, then within said twenty (20) day period, the TOWN shall deliver or mail, by registered mail, to the unit tenant or owner, an agreement to purchase the unit, and the sale shall be closed on the same date as set forth in the original offer to the selling unit tenant or owner. Upon the failure of the TOWN to exercise said Right of First Refusal, the unit tenant or owner shall be free to contract to sell his unit without regard to the Right of First Refusal within forty-five (45) days after the expiration of the period in which the TOWN might have accepted such offer, to such outside purchaser, provided the sale is upon the same terms and conditions submitted to, and set and approved by, the TOWN. In the event the offering unit tenant or owner shall not, within such forty-five (45) day period, so contract to sell such unit or if the unit tenant or owner shall so contract to sell his unit within such forty-five (45) day period, but such sale shall not be consummated pursuant to the terms of such contract, then should such offering unit tenant or owner thereafter elect to sell such unit, to the same or other outside purchaser, whether or not on the same or other terms and conditions, the offering unit tenant or owner shall be

required to again comply with all of the terms and provisions of this section.

3) If the TOWN does not elect to exercise its Right of First Refusal within twenty (20) days after the receipt of the notice described in subparagraph (2) above, the TOWN shall issue a certificate, in recordable form, which certificate shall be delivered to the unit tenant or owner, indicating that the TOWN does not desire to exercise its Right of First Refusal. Any purchaser of a unit, other than the first purchaser from the TOWN, must obtain such a "Waiver of Right of First Refusal" and record it in the Town Clerk's Office of the Town of Fairfield contemporaneously with the recording of the purchaser's lease or deed to the unit.

4) All unit tenants, owners or occupants, including any new unit tenants, owners or occupants shall hold title to their units subject to all of the covenants and restrictions contained in this Declaration including this Right of First Refusal. These restrictions shall apply to any subsequent sale of the unit.

5) There is an absolute prohibition against subleasing any unit on the Site. All of the units are to be owner-occupied. For this reason, this ARTICLE does not contain restrictions pertaining to subleasing nor does it give the TOWN a Right of First Refusal with respect thereto. The provisions of this Paragraph 5 are modified with respect to a mortgagee acquiring a unit by foreclosure or deed in lieu of foreclosure as set forth in ARTICLE VII.

6) The TOWN shall not have a Right of First Refusal when a unit is devised or inherited.

#### ARTICLE IV

##### FINANCING RESTRICTIONS

No unit or any interest in the Site shall be mortgaged, nor shall any financing arrangement be entered into, resulting in a lien upon any unit or any interest in the Site which shall exceed ninety-five (95%) percent of the Formula Price at the time of such mortgage or the creation of such lien, unless the same has been approved in writing by the TOWN.

#### ARTICLE V

##### ASSIGNABILITY

When the TOWN has acquired any right to purchase any unit or any interest in the Site, pursuant to any rights herein, all rights of purchase so acquired may be assigned by the TOWN.

ARTICLE VI

DISPUTE PROCEDURES

1) Any controversy or dispute arising out of anything contained herein and, without limiting the foregoing, any rights, duties, title or estate arising herefrom or claimed hereunder, or out of the failure or refusal to perform any obligation or duty relating thereto, shall be settled by submitting such dispute first to the TOWN. In the event said controversy or dispute cannot be resolved by the TOWN, then it shall be submitted to a single arbitrator appointed by the Board of Selectmen of the TOWN and the decision of such arbitrator shall be final and binding. Such arbitrator shall have the right to decide all factual, legal and equitable issues and to grant or order such relief as may be necessary, including but not limited to the granting of injunctive relief, specific performance of rights under any contract or right of purchase, or the determination of the title or estate of any party in and to the matter which is the subject of such arbitration.

2) The cost of arbitration shall be borne equally by the parties, except, however, the arbitrator shall have the right in case of a willful breach of any covenant herein or obligation in connection therewith to direct the defaulting party to pay the cost of the arbitrator and the reasonable counsel fees of the other party. Any person who shall claim an interest in any unit or the Site, or occupy any such unit or the Site as a result of the violation of any covenant herein, shall, at the option of the TOWN, be bound by this covenant to arbitrate as to any interest such person might have in any unit or the Site.

ARTICLE VII

MORTGAGES

The Resale Restrictions of ARTICLE III shall not apply to the acquisition of a unit by a mortgagee who shall acquire title to such unit by foreclosure or by deed in lieu of foreclosure. However, the provisions of ARTICLE III shall apply with respect to the sale of such unit and to any purchaser of such unit from such mortgagee. Any mortgagee acquiring title to a unit by foreclosure or deed in lieu of foreclosure shall use its best efforts to sell such unit as expeditiously as possible. Notwithstanding the prohibitions against subleasing contained herein, the mortgagee may sublease such unit during the period in which it is attempting to sell it, but any such tenancy shall be on a month-to-month basis only.



ARTICLE VIII

AMENDMENT OR TERMINATION OF COVENANTS AND RESTRICTIONS

The covenants and restrictions herein may be amended or terminated by the unanimous written approval of the TOWN, of ninety (90%) percent of the owners of the Site, and all the holders of first mortgages on the units or other property comprising the Site; provided, that no such amendment shall contravene CIOA as the same may exist at the time of such amendment (if the Site is still subject to the provisions of CIOA) nor shall any such amendment obligate any unit owner to pay any sum of money.

ARTICLE IX

GENERAL PROVISIONS

1) All rights and privileges reserved and conferred upon the TOWN herein may be exercised by any duly authorized agency, board, commission, committee person or other appropriate body or process of bodies (the "Agency") of the TOWN. Any Agency acting in the place and stead of the TOWN shall have the right to exercise all the rights and privileges herein reserved and conferred upon the TOWN. Any such Agency shall be subject to the same obligations and duties as the TOWN hereunder.

2) The covenants and restrictions herein contained shall be perpetual and shall run with the land unless and until terminated as provided above.

3) In the event that any provision herein shall be deemed to be invalid, such invalidation shall in no way affect the remaining provisions herein.

IN WITNESS WHEREOF, the TOWN OF FAIRFIELD, acting herein by JACQUELYN C. DURRELL, its First Selectman, duly authorized, has hereunto caused to be set its corporate name and seal the day and year first above written.

Signed, Sealed and Delivered  
In the presence of:

TOWN OF FAIRFIELD

Mark A. Kline  
Mark A. Kline

Ronan Leahy  
Ronan Leahy

By: Jacquelyn C. Durrell  
Jacquelyn C. Durrell  
First Selectman

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD )

ss.: Fairfield

June 28, 1989

Personally appeared, JACQUELYN C. DURRELL, First Selectman of the Town of Fairfield, signer and sealer of the foregoing instrument who acknowledged the same to be her free act and deed and the free act and deed of the Town of Fairfield, before me.

*Mark A. Kirsch*

Mark A. Kirsch  
Commissioner of the Superior Court

SCHEDULE A

All those certain pieces or parcels of land, together with the improvements thereon, situated in the Town of Fairfield, County of Fairfield and State of Connecticut, being shown and designated as Lot No.'s 1, 2, 3, 4 and 5 on that certain map entitled, "Subdivision Map of Owner Built Housing Project of Property Prepared for Town of Fairfield, Fairfield, Connecticut" Scale: 1 in. = 20 ft., June 24, 1988, made by Richard W. Plain and Assoc. Land Surveyors-Fairfield, Richard W. Plain, L.S., Conn. Reg. No. 8172, certified substantially correct, and recorded in the office of the Fairfield Town Clerk on July 7, 1988 as Map No. 5727.

RECEIVED FOR RECORD

JUN 28 1989 AT 2:50 P.M.

ATTEST: *Cecyln L. Hillier*  
TOWN CLERK

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REVISED

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

FAIRFIELD OWNER BUILT CONDOMINIUM

Nordstrand Avenue and Greenfield Street

Fairfield, CT 06430

013818

DECLARANT:

Fairfield Owner Built Condominium Association, Inc.  
Nordstrand Avenue and Greenfield Street  
Fairfield, CT 06430

Fairfield Owner Built Condominium Association, Inc., a Connecticut nonstock corporation, having an office at 82 Greenfield St., Fairfield, CT, Fairfield, CT 06430, acting herein by its duly authorized President Nancy Remlin, as successor declarant to the Town of Fairfield, does hereby declare:

The First Amendment to the Declaration of Condominium is hereby revised to include the attachments intended in the First Amendment as follows:

Article 1

Article 5 is amended to state that:

A detailed description of the additional buildings to be created upon the land described in Article 4 hereof, which description sets forth the number of stories and basements, the number of units and the principal materials of which each is to be constructed is set forth in Schedule B-1 attached hereto, which Schedule is made a part hereof. Schedule B-1 also contains a general description of each unit.

Article 2

Article 6 subsections (c) and (d) are amended to state that:

- (c) There are 10 units in the condominium. By unanimous consent of the Owners, four additional units are to be created, making 14 total units.
- (d) All units are identified by number and are shown on the Surveyor's Certificates dated August 6, 1999 and attached hereto as Schedules D-1 and D-2 and are located on lots 6 and 7 on the Map recorded in the Fairfield Town Clerk's Office as Map No. 5727 on July 7, 1988, attached as Schedule D-3 hereto. The Plans attached as Schedule E to the Declaration are supplemented by the Plans attached as Schedule E-1 hereto and the Engineers Certificate attached as Schedule F to the Declaration is supplemented by the attached Schedule F-1. Schedule C to the Declaration is deleted and Schedule C-1, a list of each unit's identifying number, post office address, unit type and allocated interests is substituted therefor.

Article 3

Article 11 subsection (b) is amended to state:

- (b) The interests allocated to each unit have been calculated on the following formula:
  - (i) Undivided Interests in the Common Elements. The undivided interest in the common elements allocated to each unit is based on the total number of units in the project so that each unit shall have an interest equal to a fraction whose numerator is one and whose denominator is the total number of units in the condominium. The 10 existing units will, in the future, have a 1/14 undivided interest in the common elements and the four units created hereunder will also have a 1/14 undivided interest in the common elements.
  - (ii) Liability for the Common Expenses. The liability for the common expenses allocated to each unit shall be the same as the fraction of interest in the common elements allocated to each unit. Monthly charges shall be based on said fractions although they may be rounded off to the nearest dollar for simplicity of accounting. Nothing contained in this section shall prohibit or inhibit apportionment of certain common expenses caused by or resulting from unit owner misconduct to that unit.
  - (iii) Votes. Each unit in the condominium shall have one equal vote. Any specified percentage, portion or fraction of units or unit owners, unless otherwise stated in the condominium documents, means the specified fraction of the votes allocated in Schedule C-1.



SCHEDULE A-1

All those certain pieces or parcels of land, together with the improvements thereon, situated in the Town of Fairfield, County of Fairfield and State of Connecticut, being shown and designated as Lot No's 1,2,3,4,5,6 and 7 on that certain map entitled, "Subdivision Map of Owner Built Housing Project of Property Prepared for Town of Fairfield, Fairfield, Connecticut" scale 1 in. = 20 ft., June 24, 1988, made by Richard W. Plain, L.S., Conn. Reg. No. 8172, certified substantially correct, and recorded in the office of the Fairfield Town Clerk on July 7, 1988 as Map No. 5727.

TOGETHER WITH AND SUBJECT TO the right to use for their respective and intended purposes all roads, driveways, parking areas, sidewalks, pathways and the like, shown on the survey filed with the Declaration, as amended, in common with all others who own or lease real property in Fairfield Owner Built Condominium.

TOGETHER WITH AND SUBJECT TO the terms, conditions, agreements, obligations and easements contained in the Declaration of Fairfield Owner Built Condominium, as it may be amended or supplemented.

BEING FURTHER SUBJECT TO:

1. Current taxes due to the Town of Fairfield, including any taxes due to any reassessment or reallocation from the creation of the condominium and/or the completion of the unit and the issuance of a Certificate of Occupancy, which become due and payable after the date of delivery of the unit lease.
2. Any and all provisions of any ordinance, municipal regulation, or public or private law, including, but not limited to zoning, building and planning laws, rules and regulations as established in and for the Town of Fairfield.
3. Any assessments or pending assessments for which a lien or liens have not as yet been filed in the office of the Fairfield Town Clerk.
4. The provisions, if applicable, of any inland/wetlands or coastal wetlands statutes, ordinances, rules and regulations.
5. Such state of facts as an accurate survey and/or physical inspection of the premises might disclose.
6. Special Permit by the Town of Fairfield Planning and Zoning Commission recorded in Volume 834 at Page 690 of the Fairfield Land Records.
7. Declaration of Covenants and Restrictions dated June 28, 1989 and recorded June 28, 1989 at 2:50 p.m. in the Fairfield Land Records.

SCHEDULE B-1

Each building contains two units which will consist of cedar shingles over wood frame construction. The foundations, footings and basement floor will be of poured concrete. Outside access is provided to each basement by pre-cast steps and Bilco door. The first and second floors will be of two courses of plywood decking. The roof will be constructed of trusses and covered with asphalt shingles. Windows will be single hung, vinyl framed insulated glass with screens. Each unit will have individual heating units consisting of gas fired hot water heaters and gas warm air furnaces with two zones. Kitchen and bathrooms will have vinyl flooring.

The living room, dining area, bedrooms and hallways will be carpeted.

Kitchens will include refrigerator/ freezer, gas range and hood. Cabinets will be wood and countertops will be Formica.

Unit Type A is a three-bedroom unit consisting of approximately 1,351 square feet. The unit also includes a kitchen/ dining area, living room and one and one-half baths. Unit Type A occupies the left side of the building.

Unit Type B is a three-bedroom unit consisting of approximately 1,351 square feet. The unit also includes a kitchen/ dining area, living room and one and one-half baths. Unit Type B is the same as Unit Type A, but reversed, and occupies the right side of the building.

SCHEDULE C-1  
TABLE IF INTERESTS

UNIT NO.	POST OFFICE ADDRESS	UNIT TYPE	FRACTION OF UNDIVIDED INTERESTS IN THE COMMON ELEMENTS	FRACTION OF LIABILITY FOR COMMON EXPENSES	VOTES IN THE AFFAIRS OF THE ASSOCIATION
1	187 Nordstrand Avenue	A	1/14	1/14	1
2	189 Nordstrand Avenue	B	1/14	1/14	1
3	201 Nordstrand Avenue	A	1/14	1/14	1
4	203 Nordstrand Avenue	B	1/14	1/14	1
5	80 Greenfield Street	B	1/14	1/14	1
6	82 Greenfield Street	A	1/14	1/14	1
7	100 Greenfield Street	B	1/14	1/14	1
8	102 Greenfield Street	A	1/14	1/14	1
9	190 Nordstrand Avenue	B	1/14	1/14	1
10	192 Nordstrand Avenue	A	1/14	1/14	1
11	120 Greenfield Street	B	1/14	1/14	1
12	122 Greenfield Street	A	1/14	1/14	1
13	130 Greenfield Street	B	1/14	1/14	1
14	132 Greenfield Street	A	1/14	1/14	1



SCHEDULE D-1  
 SURVEYOR'S CERTIFICATE

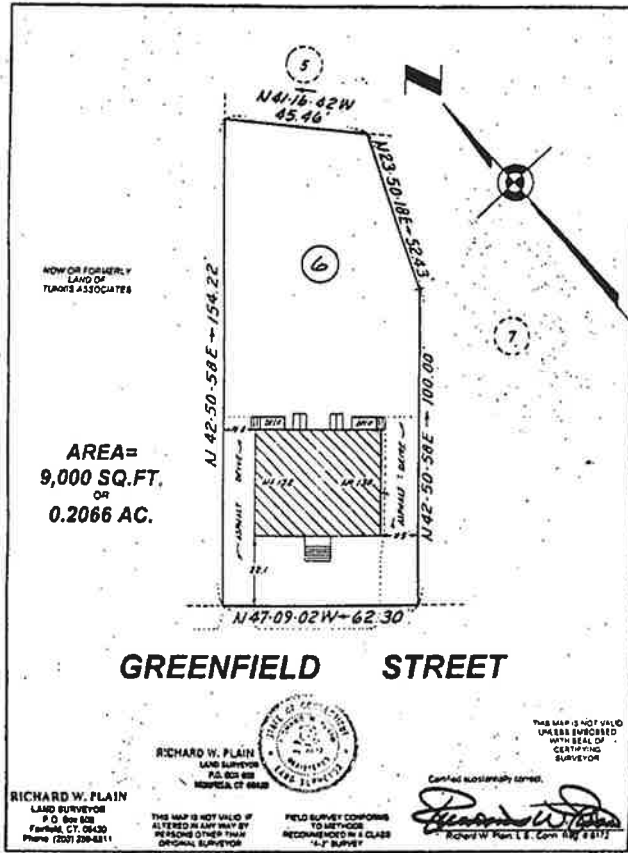
Vol. 2052 PAGE 065

PROPERTY SURVEYED FOR: TOWN OF FAIRFIELD (OWNER BUILT HOUSING PROJECT)

LOCATION: GREENFIELD STREET, FAIRFIELD, CONNECTICUT. Property being Lot #6 as shown on a certain map entitled "Subdivision Map of Owner Built Housing Project of property prepared for Town of Fairfield, Connecticut, Scale 1"=20', June 24, 1988." Said map is on file in the Fairfield town clerk's office.

SCALE: 1"=20'

DATE: August 6, 1988, As-Built, July 15, 1999



SCHEDULE D-2  
SURVEYOR'S CERTIFICATE

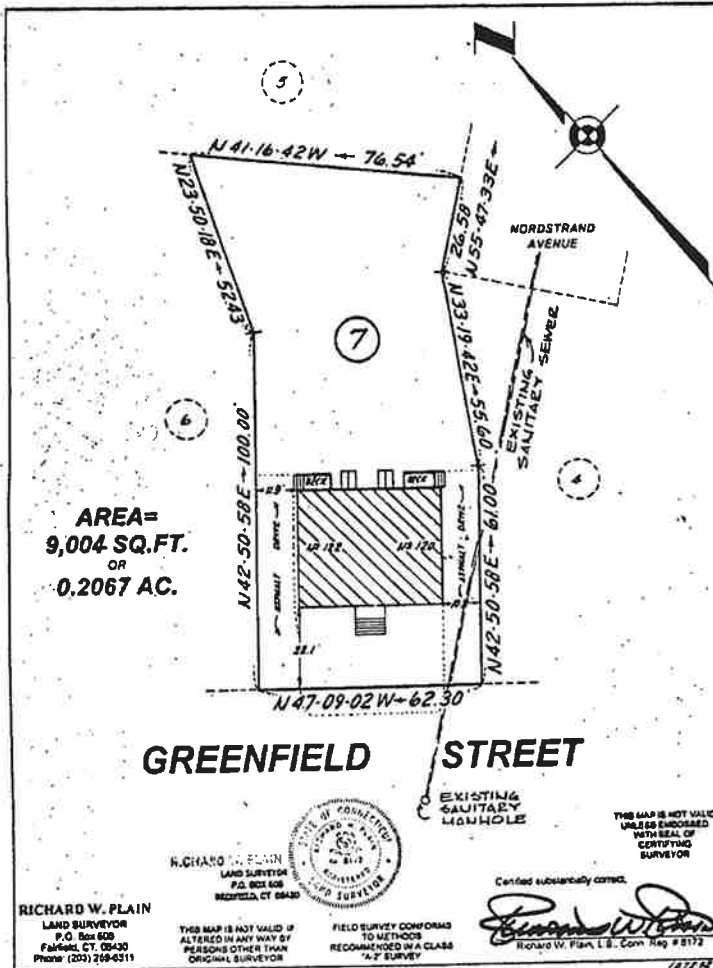
Vol. 2052 PAGE 066

PROPERTY SURVEYED FOR: TOWN OF FAIRFIELD (OWNER BUILT HOUSING PROJECT)

LOCATION: GREENFIELD STREET, FAIRFIELD, CONNECTICUT. Property being Lot #7 as shown on a certain map entitled "Subdivision Map of Owner Built Housing Project of property prepared for Town of Fairfield, Connecticut, Scale: 1"=20', June 24, 1988." Said map is on file in the Fairfield town clerk's office.

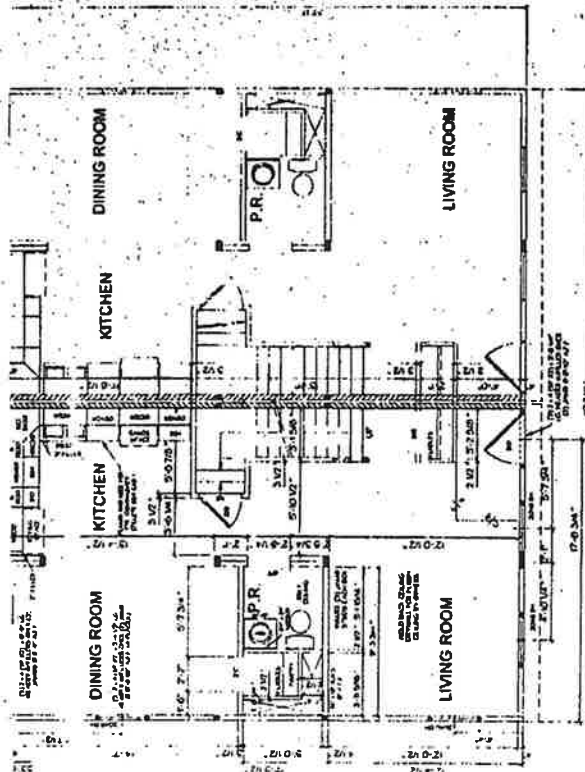
SCALE: 1"=20'

DATE: August 6, 1998, As-Built, July 16, 1999





DATE: 11/11/10 BY: [illegible]



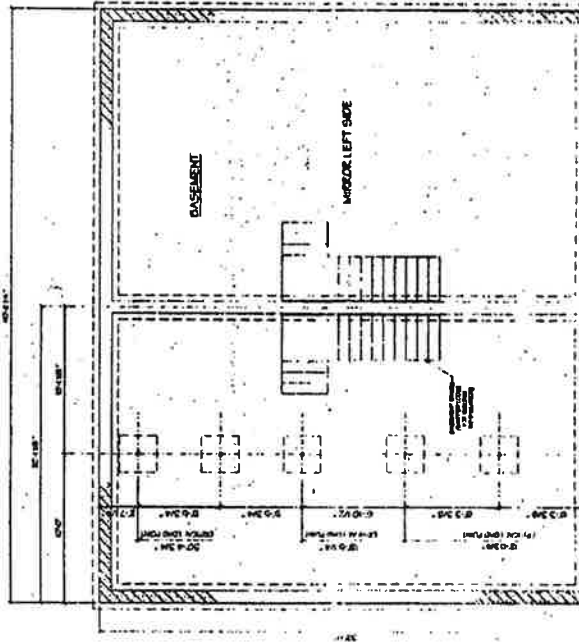
NOTE: ROOMS SHOWN ARE THE LEGAL ROOMS PER CODES.  
 NOTE: WORK OUT ALL INTERIOR DOORS LEADING TO HABITABLE SPACE 3/4" TO PROVIDE FOR SETBACKS.

**FIRST FLOOR PLAN**

SCALE: 1/8" = 1'-0"



**FOUNDATION NOTES**  
1. FOUNDATION SHALL BE CONCRETE ON GRAVEL FILL.  
2. ALL FOUNDATION SHALL BE FINISHED WITH 1/2" POLYMER CONCRETE.  
3. ALL FOUNDATION SHALL BE FINISHED WITH 1/2" POLYMER CONCRETE.  
4. ALL FOUNDATION SHALL BE FINISHED WITH 1/2" POLYMER CONCRETE.  
5. ALL FOUNDATION SHALL BE FINISHED WITH 1/2" POLYMER CONCRETE.  
6. ALL FOUNDATION SHALL BE FINISHED WITH 1/2" POLYMER CONCRETE.  
7. ALL FOUNDATION SHALL BE FINISHED WITH 1/2" POLYMER CONCRETE.  
8. ALL FOUNDATION SHALL BE FINISHED WITH 1/2" POLYMER CONCRETE.  
9. ALL FOUNDATION SHALL BE FINISHED WITH 1/2" POLYMER CONCRETE.  
10. ALL FOUNDATION SHALL BE FINISHED WITH 1/2" POLYMER CONCRETE.



SCHEDULE F-1

FAIRFIELD OWNER BUILT CONDOMINIUM

ENGINEER'S CERTIFICATE OF COMPLETION

RE: BUILDING 6 and 7 (Unit 11,12,13, and 14) FAIRFIELD OWNER BUILT CONDOMINIUM, Nordstrand Avenue and Greenfield Street, Fairfield, Connecticut

The undersigned hereby certifies that:

1. The undersigned engineer, is certified by the State of Connecticut under Certification No. 14924
2. To the best of my knowledge, information and belief and in reliance on inspections by the Town of Fairfield Building Department, all structural components of the above buildings are substantially completed in accordance with the Plans reviewed by me and attached to the Revised First Amendment to the Declaration as Schedule E.
3. This certificate is made pursuant to Section 21 of the Connecticut Common Interest Ownership Act. (Public Act 83-474, as amended).
4. Pursuant to Public Act 83-28 the undersigned engineer certifies that he does not have any legal or equitable ownership interest in Fairfield Owner Built Condominium.

*Lance Luoro Pulit*

Signed, sealed and delivered  
in the presence of:

*Cindy R. Slane*  
*D. J. [unclear]*

STATE OF CONNECTICUT )

ss: Fairfield

October 15, 1999

COUNTY OF FAIRFIELD )

Subscribed and sworn to before me this    day of October, 1999, by signer and sealer of the foregoing instrument, as his free act and deed.

*John T. [unclear]*  
Notary Public  
My Commission Expires

RECEIVED FOR RECORD  
OCT 18 1999 AT 11:44 AM

ATTEST *[Signature]*  
TOWN CLERK

# Fairfield Station Lofts

## 78 Unquowa Place

- Calculation of Housing Unit Equivalent Points
- Vision Appraisal Property Description (1)
- Declaration of Restrictive Covenants



## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b> Fairfield Station Lofts	<b>Set Aside:</b> YES
<b>Address:</b> 78 Unquowa Place	<b>Owner/Rental:</b> RENTAL
<b>Developer:</b> Fairfield Station Lofts, LLC	<b>Total # Units:</b> 26
<b>Property Mgr:</b> Hartt Realty	<b># Affordable:</b> 8
<b>Date CO Issued:</b> 8/22/2022	<b># Market Rate:</b> 18

### Description of Development

Fairfield Station Lofts is a 26-unit set aside development approved by the Town Plan & Zoning (TPZ) Commission on 4/28/20 pursuant to CGS 8-30g, of which 4 units are deed restricted to persons or households with incomes at or below 80% of the area median income (AMI) and 4 units are restricted to persons or households with incomes at or below 60% of the AMI for a term of forty years.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development	18	0.25	4.5
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes ≤ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 80% of AMI	4	1.50	6
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 60% of AMI	4	2.00	8
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.50	
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>26</b>		<b>18.5</b>

# 78 UNQUOWA PLACE

**Location** 78 UNQUOWA PLACE

**Mblu** 180/ 232/ / /

**Acct#** 13161

**Owner** FAIRFIELD STATION LOFTS LLC

**Assessment** \$9,411,080

**Appraisal** \$13,444,400

**PID** 15410

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$12,604,500	\$839,900	\$13,444,400

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$8,823,150	\$587,930	\$9,411,080

## Owner of Record

**Owner** FAIRFIELD STATION LOFTS LLC  
**Co-Owner** C/O HARTT REALTY ADVISORS LLC  
**Care Of**  
**Address** 402 PEQUOT AVE #741  
 SOUTHPORT , CT 06890

**Sale Price** \$850,000  
**Certificate**  
**Book & Page** 5821/16  
**Sale Date** 09/13/2019  
**Instrument** 25  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
FAIRFIELD STATION LOFTS LLC	\$850,000		5821/16	25	09/13/2019
NORTON MARJORIE/EST	\$0		5655/0186	02	04/06/2018
NORTON MARJORIE E	\$0		1269/0278		07/01/1993

## Building Information

### Building 1 : Section 1

**Year Built:** 2022  
**Living Area:** 39,447  
**Replacement Cost:** \$11,115,328

Building Percent Good: 100

Replacement Cost

Less Depreciation: \$11,115,300

Building Attributes	
Field	Description
Style:	Apartment
Model	Comm/Ind
Grade	High Quality 2
Stories:	5
Occupancy	26.00
Exterior Wall 1	Stucco on Wood
Exterior Wall 2	
Roof Structure	Flat
Roof Cover	Rubber
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Carpet
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Heat Pump
Struct Class	
Bldg Use	Apartments
Total Rooms	
Total Bedrms	46
Total Baths	
Liv Area	
Effect Area	
1st Floor Use:	
Heat/AC	Heat/AC Split
Frame Type	Wood Frame
Baths/Plumbing	Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Average
Wall Height	
% Corn Wall	

Building Photo



(https://images.vgsi.com/photos2/FairfieldCTPhotos/A00911088\_91897.JPG)

Building Layout

Building Layout (ParcelSketch.ashx?pid=15410&bid=20502)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	39,447	39,447
FGR	Garage	8,883	0
		48,330	39,447

Extra Features

Extra Features				
Code	Description	Size	Value	Bldg #
		0.00		1

**Land**

**Land Use**

**Code** 1120  
**Description** Apartments  
**Zone** CDBD  
**Neighborhood** 0070  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 13780  
**Depth** 0  
**Assessed Value** \$587,930  
**Appraised Value** \$839,900

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAT2	PATIO-GOOD			4200.00 S.F.	\$65,100	1

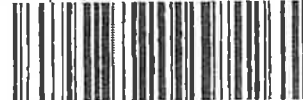
**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$12,604,500	\$839,900	\$13,444,400
2021	\$2,380,800	\$420,000	\$2,800,800
2020	\$176,200	\$629,900	\$806,100

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$8,823,150	\$587,930	\$9,411,080
2021	\$1,666,560	\$294,000	\$1,960,560
2020	\$123,340	\$440,930	\$564,270

Ret. to: J. F. Fallo, Esq.  
P.O. Box 541  
Fairfield, CT. 06424

Receipt # 79311



Instr # 2022-5883

VOL 6349 PG 50

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3 Pages

DECLARATION OF REST

Elizabeth P. Browne, Fairfield Town Clerk

## DECLARATION OF RESTRICTIVE COVENANTS

Fairfield Station Lofts, LLC, owner in fee simple of property known as 78 Unquowa Place, Fairfield, Connecticut and described more fully in Exhibit A (hereinafter the "Development"), hereby covenants and agrees for itself, its successors, heirs and assigns, that the Development shall be subject to the following restrictions authorized by section 8-30g of the Connecticut General Statutes:

The Development is a set aside development as defined in section 8-30g of the Connecticut General Statutes and in accordance with the applicable regulations for state agencies that were in effect on the date of the original initial local approval, June 23, 2020, containing affordable housing dwelling units, and is therefore subject to limitations on the maximum annual income of the household that may rent the designated affordable housing dwelling units, and on the maximum rental that may be charged for such affordable housing dwelling units. These limitations shall be strictly enforced, and may be enforced by the zoning enforcement authority of Fairfield against the record owner of the Development or the person identified in the affordability plan as responsible for the administration of these limitations.

The Restrictions herein set forth shall run with the land for a period of forty (40) years from the date of initial occupancy of said unit(s) to an eligible family or household. After the expiration of said forty (40) year period, the Restrictions shall be of no further force and effect. No less than two (2) one bedroom units, one (1) two bedroom unit and one (1) three bedroom unit shall be rented to persons and families whose annual income is less than or equal to eighty percent (80%) of the median income as defined in subsection 8-30g-1 (10) of the Regulations of Connecticut State Agencies, and such units may be rented only at a rental equal to or less than the rental determined using the formula for maximum monthly rental amount stated in section 8-30g-8(d) of the Regulations of Connecticut State Agencies. In addition, no less than fifteen percent (15%) of the dwelling units, or four (4) units total being two (2) one bedroom units, one (1) two bedroom unit and one (1) three bedroom unit, shall be rented to persons and families whose annual income is less than or equal to 60 percent (60%) of the median income as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, and such units may be rented only at a rental equal to or less than the rental determined using the formula for maximum monthly rental amount stated in section 8-30g-8(e) of the Regulations of Connecticut State Agencies. The total number of units subject to these Restrictions shall be eight (8) units, constituting 30% of all units in the Development.

IN WITNESS WHEREOF, MATTHEW FINKLE, Managing Member of Fairfield Station Lofts, LLC has caused these presents to be signed, acknowledged and delivered in his name, this 3<sup>rd</sup> day of AUGUST, 2022.

Gabrielle D'Agillo  
Gabrielle D'Agillo  
Brian Samson  
Brian Samson

FAIRFIELD STATION LOFTS, LLC

[Signature]  
BY: \_\_\_\_\_  
MANAGING MEMBER

State of Connecticut

County of Fairfield ss. Fairfield

On this the 3<sup>rd</sup> day of AUGUST, 2022, before me, Samantha Hanzuti the undersigned officer, personally appeared MATTHEW FINKLE, Managing Member of Fairfield Station Lofts, LLC who executed the foregoing instrument for the purposes therein contained, by signing his name hereto.

In witness whereof I hereunto set my hand.

[Signature]  
Commissioner of the Superior Court

SAMANTHA S. HANZUTI  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01HA6435129  
Qualified in NEW YORK County  
Commission Expires JUNE 21, 2026

## SCHEDULE A, PROPERTY DESCRIPTION

All that certain piece or parcel of land together with the buildings and improvements located thereon, situated in the Town of Fairfield, County of Fairfield and State of Connecticut, being bounded and described as follows:

- NORTHERLY:** By land now or formerly of the New York, New Haven and Hartford Railroad, about 220 feet, more or less;
- EASTERLY:** By land formerly of Ives, now or formerly of A.S.A. Associates, about 30 feet, more or less;
- SOUTHERLY:** By land formerly of Belle Benton, now or formerly of Albert B. Blinn, in part and in part by land now or formerly of Everett Hallquist, in all 210 feet, more or less;
- WESTERLY:** By Unquowa Place, about 99 feet.

RECEIVED FOR RECORD  
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Elizabeth P. Browne, Fairfield Town Clerk



*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

# Granville Street

## **115-117 & 133-135 Granville Street**

- Calculation of Housing Unit Equivalent Points
- Vision Appraisal Property Description (4)
- Land Leases (4)
  - 115 Grandville Front Page Only
  - 117 Grandville Front Page Only
  - 133 Grandville Complete Lease Document
  - 135 Grandville Front Page Only



## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b>	Granville Street	<b>Set Aside:</b>	NO
<b>Address:</b>	115-117 & 133-135 Granville Street	<b>Owner/Rental:</b>	OWNER
<b>Developer:</b>	Town of Fairfield	<b>Total # Units:</b>	4
<b>Property Mgr:</b>	Owner-Occupied	<b># Affordable:</b>	4
<b>Date CO Issued:</b>	N/A	<b># Market Rate:</b>	0

**Description of Development**

Two duplex structures purchased and re-sold by the Town of Fairfield in 1993 as income restricted to 80% AMI for 99 years with a Land Lease.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes ≤ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 80% of AMI	4	1.00	4
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.50	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.50	
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>4</b>		<b>4</b>

# 115 GRANVILLE STREET

Location 115 GRANVILLE STREET

Mblu 180/ 181/ 1/1

Acct# 21415

Owner SKALKOS DONNA A

Assessment \$166,250

Appraisal \$237,500

PID 21555

Building Count 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$77,300	\$160,200	\$237,500
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$54,110	\$112,140	\$166,250

## Owner of Record

Owner SKALKOS DONNA A  
 Co-Owner  
 Care Of  
 Address 115 GRANVILLE STREET  
 FAIRFIELD, CT 06824-5712

Sale Price \$0  
 Certificate  
 Book & Page 2090/0287  
 Sale Date 02/23/2000  
 Qualified U

## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
SKALKOS DONNA A	\$0		2090/0287	02/23/2000
MCDOWELL JEFFREY P & DONNA A	\$0		1330/0086	12/06/1993

## Building Information

### Building 1 : Section 1

Year Built: 1993  
 Living Area: 1,323  
 Replacement Cost: \$113,701

Building Attributes	
Field	Description
Style:	1/2 Duplex
Model	Residential
Grade:	03
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Wood Shingle
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Fir 1	Hardwood
Interior Fir 2	Carpet
Heat Fuel	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	1
Total Xtra Fixtrs:	
Total Rooms:	5 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

### Building Photo



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0083/IMG\\_8888\\_830](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0083/IMG_8888_830))

### Building Layout

Building Layout (ParcelSketch.ashx?pid=21555&bid=21701)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,323	1,323
PTO	Patio	288	0
		1,611	1,323

### Extra Features

#### Extra Features

No Data for Extra Features

### Land

**Land Use**

**Use Code** 1015  
**Description** 1/2 Duplex Residential  
**Zone** B  
**Neighborhood** 0067  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Sqr Feet)** 9006  
**Depth** 0  
**Assessed Value** \$112,140  
**Appraised Value** \$160,200

**Outbuildings**

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$77,300	\$160,200	\$237,500
2021	\$77,300	\$160,200	\$237,500
2020	\$77,300	\$160,200	\$237,500

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$54,110	\$112,140	\$166,250
2021	\$54,110	\$112,140	\$166,250
2020	\$54,110	\$112,140	\$166,250

LEASE

014029  
**THIS LEASE** made and entered into this 3rd day of December, 1993, by and between THE TOWN OF FAIRFIELD (hereinafter referred to as the "Town" or the "Lessor") and JEFFREY P. McDOWELL and DONNA A. McDOWELL (the "Lessee");

**WHEREAS**, the TOWN, through its Board of Selectmen, is interested in providing affordable owner-occupied housing for persons of low and moderate income (the "Program");

**WHEREAS**, the TOWN, in order to implement the Program, has developed a plan (the "Plan") for the construction of four (4) dwellings on the premises located on Granville Street, Fairfield, Connecticut, more particularly described on the attached Exhibit entitled PREMISES and on Schedule "A" attached hereto (such premises, along with the buildings to be constructed thereon, may be hereafter referred to collectively as "the Site");

**WHEREAS**, the Plan has been approved and financially assisted by the TOWN;

**WHEREAS**, the aims and goals of the Program can best be achieved by encouraging owner/occupancy of the dwelling units after they have been constructed, and by the selection of lessees for them who have indicated an interest and a willingness to participate in the Program;

**WHEREAS**, the TOWN wishes to preserve and maintain the use, occupancy and benefit of the Site for persons of low and moderate income in order to further attain the goals and purposes of the Program;

**WHEREAS**, the Leased Premises, as hereinafter defined, have been acquired and are being leased by the Town in furtherance of the Program;

**WHEREAS**, the Lessee shares the purposes and goals of the Town and has agreed to enter into this Lease not only to obtain the benefits of decent and affordable housing for themselves, but also to further the Program of the Town;

**WHEREAS**, the Lessor and Lessee recognize the special nature of the terms and conditions of this Lease and each of the parties

# 117 GRANVILLE STREET

**Location** 117 GRANVILLE STREET

**Mblu** 180/ 181/ 2/ /

**Acct#** 21282

**Owner** LANZO DAGOBERTO &  
NEVENA (SV)

**Assessment** \$164,150

**Appraisal** \$234,500

**PID** 21556

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$74,300	\$160,200	\$234,500

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$52,010	\$112,140	\$164,150

## Owner of Record

**Owner** LANZO DAGOBERTO & NEVENA (SV)

**Sale Price** \$257,000

**Co-Owner**

**Certificate**

**Care Of**

**Book & Page** 5787/223

**Address** 117 GRANVILLE STREET

**Sale Date** 06/17/2019

FAIRFIELD, CT 06824-5712

**Instrument** 00

**Qualified** Q

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
LANZO DAGOBERTO & NEVENA (SV)	\$257,000		5787/223	00	06/17/2019
PACHECO TINA	\$133,656		2383/0089	UNKQ	11/27/2001
FERNEZ MICHAEL A & LISA	\$0		1335/0065		12/16/1993

## Building Information

### Building 1 : Section 1

**Year Built:** 1993

**Living Area:** 1,276

**Replacement Cost:** \$109,198  
**Building Percent Good:** 68  
**Replacement Cost less Depreciation:** \$74,300

**Building Attributes**

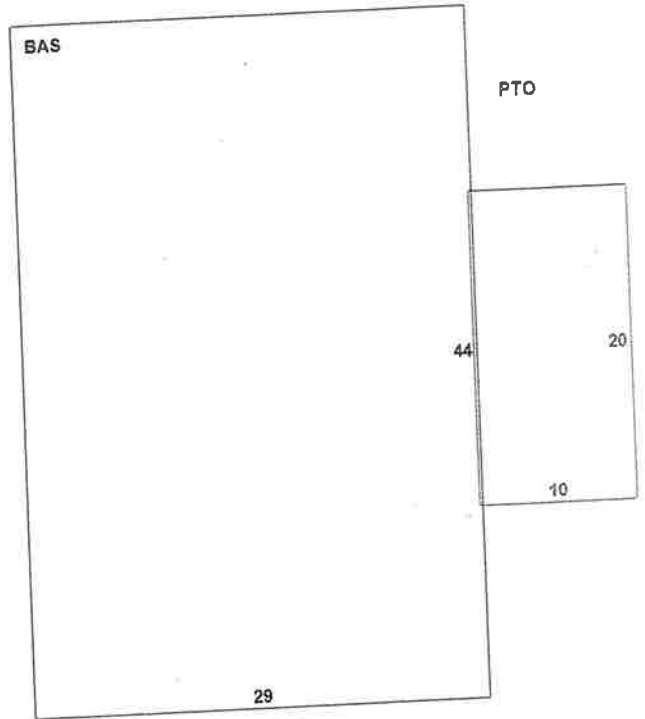
Field	Description
Style:	1/2 Duplex
Model	Residential
Grade:	03
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Wood Shingle
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	Carpet
Heat Fuel	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	1
Total Xtra Fixtrs:	
Total Rooms:	5 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0083/IMG\\_8888\\_830](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0083/IMG_8888_830))

**Building Layout**



(ParcelSketch.ashx?pid=21556&bid=21702)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,276	1,276
PTO	Patio	200	0
		1,476	1,276

**Extra Features**

**Extra Features**

No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1015  
**Description** 1/2 Duplex Residential  
**Zone** B  
**Neighborhood** 0067  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 9006  
**Depth** 0  
**Assessed Value** \$112,140  
**Appraised Value** \$160,200

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SHD1	SHED FRAME			80.00 S.F.	\$0	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$74,300	\$160,200	\$234,500
2021	\$74,300	\$160,200	\$234,500
2020	\$74,300	\$160,200	\$234,500

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$52,010	\$112,140	\$164,150
2021	\$52,010	\$112,140	\$164,150
2020	\$52,010	\$112,140	\$164,150



LEASE

THIS LEASE made and entered into this 15th day of December, 1993, by and between THE TOWN OF FAIRFIELD (hereinafter referred to as the "Town" or the "Lessor") and MICHAEL A. FERNEZ and LISA FERNEZ (the "Lessee");

WHEREAS, the TOWN, through its Board of Selectmen, is interested in providing affordable owner-occupied housing for persons of low and moderate income (the "Program");

WHEREAS, the TOWN, in order to implement the Program, has developed a plan (the "Plan") for the construction of four (4) dwellings on the premises located on Granville Street, Fairfield, Connecticut, more particularly described on the attached Exhibit entitled PREMISES and on Schedule "A" attached hereto (such premises, along with the buildings to be constructed thereon, may be hereafter referred to collectively as "the Site");

WHEREAS, the Plan has been approved and financially assisted by the TOWN;

WHEREAS, the aims and goals of the Program can best be achieved by encouraging owner/occupancy of the dwelling units after they have been constructed, and by the selection of lessees for them who have indicated an interest and a willingness to participate in the Program;

WHEREAS, the TOWN wishes to preserve and maintain the use, occupancy and benefit of the Site for persons of low and moderate income in order to further attain the goals and purposes of the Program;

WHEREAS, the Leased Premises, as hereinafter defined, have been acquired and are being leased by the Town in furtherance of the Program;

WHEREAS, the Lessee shares the purposes and goals of the Town and has agreed to enter into this Lease not only to obtain the benefits of decent and affordable housing for themselves, but also to further the Program of the Town;

WHEREAS, the Lessor and Lessee recognize the special nature of the terms and conditions of this Lease and each of the parties

014584

"No Conveyance Tax collected"  
*Manuel A. Sells*  
Town Clerk of Fairfield

# 133 GRANVILLE STREET

**Location** 133 GRANVILLE STREET

**Mblu** 180/ 180/ 1/1

**Acct#** 21414

**Owner** ELMORE TIMOTHY  
D&KIMBERLY A

**Assessment** \$190,820

**Appraisal** \$272,600

**PID** 21552

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$72,300	\$200,300	\$272,600

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$50,610	\$140,210	\$190,820

## Owner of Record

**Owner** ELMORE TIMOTHY D&KIMBERLY A  
**Co-Owner**  
**Care Of**  
**Address** 133 GRANVILLE STREET  
 FAIRFIELD, CT 06824-5712

**Sale Price** \$0  
**Certificate**  
**Book & Page** 1340/0147  
**Sale Date** 12/28/1993  
**Qualified** U

## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
ELMORE TIMOTHY D&KIMBERLY A	\$0		1340/0147	12/28/1993

## Building Information

### Building 1 : Section 1

**Year Built:** 1993  
**Living Area:** 1,260  
**Replacement Cost:** \$106,304  
**Building Percent Good:** 68

### Building Attributes

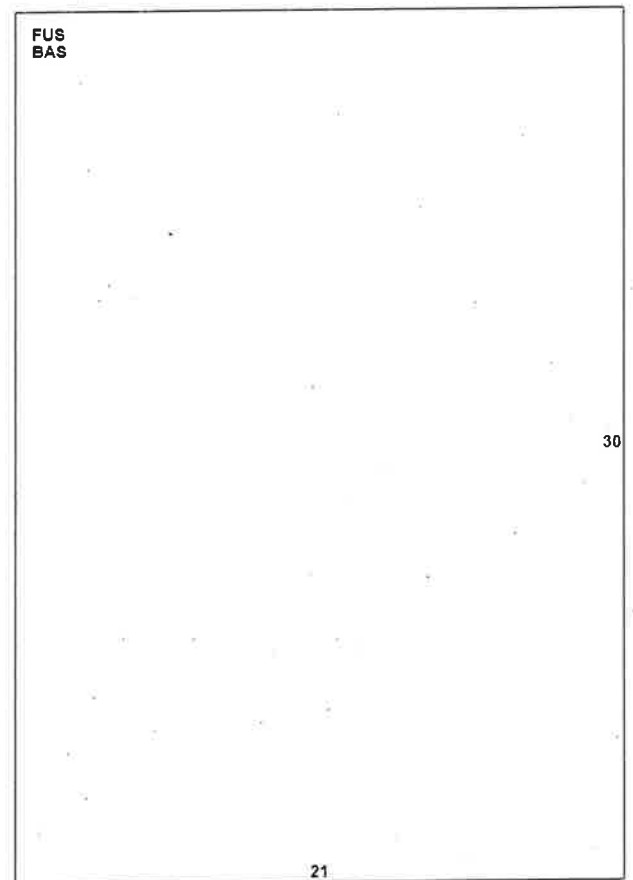
Field	Description
Style:	1/2 Duplex
Model	Residential
Grade:	
Stories:	2 Stories
Occupancy	1
Exterior Wall 1	Wood Shingle
Exterior Wall 2	Wood Shingle
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	Drywall
Interior Flr 1	Hardwood
Interior Flr 2	Carpet
Heat Fuel	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	1
Total Xtra Fixtrs:	
Total Rooms:	5 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

### Building Photo



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0083\IMG\\_8885\\_830](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0083\IMG_8885_830))

### Building Layout



(ParcelSketch.ashx?pid=21552&bid=21698)

### Building Sub-Areas (sq ft)

Code	Description	Gross Area	Living Area
BAS	First Floor	630	630
FUS	Upper Story, Finished	630	630
		1,260	1,260

**Extra Features**

Extra Features
No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1015  
**Description** 1/2 Duplex Residential  
**Zone** B  
**Neighborhood** 0067  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 9009  
**Depth** 0  
**Assessed Value** \$140,210  
**Appraised Value** \$200,300

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$72,300	\$200,300	\$272,600
2021	\$72,300	\$200,300	\$272,600
2020	\$72,300	\$200,300	\$272,600

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$50,610	\$140,210	\$190,820
2021	\$50,610	\$140,210	\$190,820
2020	\$50,610	\$140,210	\$190,820

LEASE

THIS LEASE made and entered into this 27th day of December, 1993, by and between THE TOWN OF FAIRFIELD (hereinafter referred to as the "Town" or the "Lessor") and TIMOTHY D. ELMORE and KIMBERLY A. ELMORE (the "Lessee");

WHEREAS, the TOWN, through its Board of Selectmen, is interested in providing affordable owner-occupied housing for persons of low and moderate income (the "Program");

WHEREAS, the TOWN, in order to implement the Program, has developed a plan (the "Plan") for the construction of four (4) dwellings on the premises located on Granville Street, Fairfield, Connecticut, more particularly described on the attached Exhibit entitled PREMISES and on Schedule "A" attached hereto (such premises, along with the buildings to be constructed thereon, may be hereafter referred to collectively as "the Site");

WHEREAS, the Plan has been approved and financially assisted by the TOWN;

WHEREAS, the aims and goals of the Program can best be achieved by encouraging owner/occupancy of the dwelling units after they have been constructed, and by the selection of lessees for them who have indicated an interest and a willingness to participate in the Program;

WHEREAS, the TOWN wishes to preserve and maintain the use, occupancy and benefit of the Site for persons of low and moderate income in order to further attain the goals and purposes of the Program;

WHEREAS, the Leased Premises, as hereinafter defined, have been acquired and are being leased by the Town in furtherance of the Program;

WHEREAS, the Lessee shares the purposes and goals of the Town and has agreed to enter into this Lease not only to obtain the benefits of decent and affordable housing for themselves, but also to further the Program of the Town;

WHEREAS, the Lessor and Lessee recognize the special nature of the terms and conditions of this Lease and each of the parties

015154

"No Obeyance Tax col.  
*Margaret A. Judd*  
Town Clerk of Fairfield

hereto, with the independent advice of legal counsel (counsel's acknowledgment attached), freely accepts such terms and conditions, including, without limitation, such terms and conditions as might affect the marketability or resale price of the Leased Premises, as hereinafter defined;

WHEREAS, it is mutually understood and accepted by Lessor and Lessee that the terms and conditions of this Lease further the parties' shared goal of preserving access to land and the availability of decent, affordable housing and home ownership opportunities for low and moderate income people over an extended period of time and through a succession of owners;

NOW, THEREFORE, in consideration of the foregoing recitals, of mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I: DEMISE OF LEASED PREMISES**

1.1 Premises: The Lessor, in consideration of the Lessee paying rent hereunder, as set forth below, and in consideration of the terms, conditions, covenants and agreements contained herein, does hereby demise and leave unto Lessee, and Lessee does hereby take and hire from Lessor, the Leased Premises, as hereinafter defined, and subject to such matters as may be set forth on Schedule A attached hereto and made a part hereof, as well as all easements, restrictions and covenants as of record may appear. Leased Premises shall mean that certain piece or parcel of land at the Site, known as Parcel B, together with the improvements located thereon, all of which are shown and designated on that certain map entitled "Map of Property for the Town of Fairfield, Fairfield, Conn., Nov. 5, 1993", Prepared by The Huntington Company, Engineers & Surveyors - Fairfield, Conn., and filed in the Office of the Town Clerk of Fairfield in the Town of Fairfield as Map No. 6128 (the "Map"), a copy of the Map being contained in that certain Exhibit entitled PREMISES attached hereto and made a part hereof. The Leased Premises are also known as 133 Granville Street, Fairfield, Connecticut. The

Lessee shall pay rent in advance for the entire term of this Lease including any renewals or extensions thereof, in the amount of \$85,000.00. Such rent shall be over and above, and in addition to, all taxes, assessments and other charges that may be payable hereunder by Lessee. Lessee shall also pay as rent thereafter, the sum of \$1.00 per annum commencing on the first day of January following the delivery of this Lease, and continuing on the first day of each January thereafter during the term of this Lease. The Lessor has furnished to Lessee a copy of the title report obtained by Lessor for the Leased Premises, and Lessee accepts title to the Leased Premises in their condition "as is" as of the execution hereof.

1.2 Additional Rent in Lieu of Taxes: Commencing on the first day of October following the fifth anniversary of this Lease, and continuing through the term hereof, if Lessee is not already paying real property taxes on the land portion of the Leased Premises, Lessee shall pay to Lessor additional rent in an amount equal to that portion of the tax attributable to the land portion of the Leased Premises.

Such additional rent shall start at an amount equal to twenty (20%) percent of the normal and appropriate tax based upon the land assessment for the Leased Premises, and shall increase by twenty (20%) percent of such normal and appropriate tax for each of the four years following such commencement until the additional rent shall equal the full amount of the tax attributable to the land portion of the Leased Premises. Nothing contained in this paragraph shall be deemed to prohibit or inhibit the Town from taxing the Leased Premises in accordance with applicable law. If the Town shall assess the land portion of the Leased Premises and levy a tax thereon at any time during the term of this Lease, the additional rent required hereunder shall abate at such time as, and to the extent that, the real property tax based upon such assessment becomes effective.

**ARTICLE II: DURATION OF LEASE**

2.1 **PRINCIPAL TERM:** The term of this Lease shall be ninety-nine (99) years, commencing on the 27th day of December, 1993, and terminating on the 26th day of December, 2092, unless sooner terminated as provided herein.

2.2 **LESSEE'S OPTION TO EXTEND:** Lessee may extend the principal term of this Lease for an additional period of ninety-nine (99) years, subject to all of the provisions of this Lease. Lessee's right to exercise this option to extend is subject to the following conditions: this Lease shall be in effect at the time notice of exercise is given and on the last day of the term; and the Lessee shall not then be in default under any provision of this Lease or any loan documents between Lessee and any Permitted Mortgagee. In order to extend the term of this Lease, Lessee shall give Lessor written notice, not more than 365 nor less than 180 days before the last day of the current term, irrevocably exercising the option to extend. Each party shall then, at the request of the other, execute a memorandum, in recordable form, acknowledging the fact that the option had been exercised and otherwise complying with the requirements of law for an effective memorandum or notice of lease.

**ARTICLE III: USE OF LEASED PREMISES**

3.1 **RESIDENTIAL USE ONLY:** Lessee shall use, and shall cause all occupants thereof to use, the Leased Premises only for residential purposes and such incidental activities related to residential use as are permitted by the Fairfield Zoning Regulations, as amended from time to time. Lessee agrees and acknowledges that the foregoing limitations, all other conditions and restrictions contained herein, and any conditions and restrictions set forth on that certain Exhibit entitled RESTRICTIONS if such Exhibit is attached hereto and made a part hereof, are essential to the fulfillment of the charitable purposes of Lessor and are conditions and restrictions on the use of the Leased Premises intended to run the full term of this Lease.



3.2 RESPONSIBLE USE: Lessee shall use the Leased Premises in a manner so as not to cause real harm nor create any nuisances, public or private; and shall dispose of any and all waste in a safe and sanitary manner.

3.3 RESPONSIBLE FOR OTHERS: Lessee shall be responsible for the proper use of the Leased Premises by members of Lessee's family, their friends or visitors, or anyone else using the property with their consent, and shall make them aware of the spirit, intent and appropriate terms of this Lease.

3.4 OCCUPANCY: Lessee shall occupy the Leased Premises as Lessee's full-time residence. Occupancy of the Leased Premises shall be limited to Lessee and the members of his immediate family. "Immediate Family" as used herein shall mean the spouse of Lessee, issue of Lessee or of his spouse, a parent or parents of Lessee or of his spouse, or such other person who is recognized and approved in writing by the Lessor as a bona fide member of such family unit. Immediately family shall be deemed to include an attendant of a handicapped or disabled immediate family member. Failure of the Lessee to occupy the Leased Premises as required by this paragraph shall not be grounds to terminate this Lease, but shall entitle Lessor to exercise the option to purchase as provided for under Article 10.5 below.

3.5 INSPECTION: Lessor may inspect any portion of the Leased Premises at any reasonable time and in any reasonable manner, upon at least twenty-four (24) hours notice to Lessee.

3.6 LESSEE'S RIGHT TO PEACEFUL ENJOYMENT: Lessee has the right to undisturbed enjoyment of the Leased Premises, and Lessor has no desire or intention to interfere with the personal lives, associations, expressions, or actions of Lessee subject to the terms, covenants, conditions, provisions, restrictions, or reservations of this Lease.

3.7 CONDITION OF LEASED PREMISES: Lessee agrees that Lessee shall maintain the Leased Premises in good, safe, and habitable condition in all respects, and in full compliance with all applicable laws, ordinances, rules and regulations of any

governmental authority with jurisdiction over matters concerning the condition of real property used as are the Leased Premises.

**ARTICLE IV: TAXES AND ASSESSMENTS**

4.1 LESSEE'S RESPONSIBILITY FOR TAXES AND ASSESSMENTS ON LEASED PREMISES: Lessee shall be responsible for all taxes and assessments, no matter how designated, that relate to land and improvements comprising the Leased Premises. Such taxes and assessments for the Site shall be allocated by Lessor between the Leased Premises and Parcel A as shown on the Map. Lessee shall pay such allocated taxes and assessments promptly to Lessor, not later than the date that the taxes and assessments for the Site become due and payable. Lessee shall also pay, when due and as directed by Lessor, all service bills, utilities charges, or other governmental assessments charged against the Site and allocated by the Lessor to the Leased Premises.

4.2 LESSEE'S RIGHT TO CONTEST: Lessee shall have the right to contest, in its own name and at its sole cost and expense, the amount or validity of any tax or assessment for which Lessee is responsible pursuant to 4.1 above. Lessor shall not, under any circumstances, be required to join in any such proceedings.

4.3 PROOF OF COMPLIANCE: In the month following such payment, each party will furnish evidence satisfactory to the other documenting the payment of all taxes, assessments, and charges, as required by the provisions of this Lease. A photocopy of a paid receipt for such charges showing payment prior to the due date thereof shall be the usual method of furnishing such evidence.

**ARTICLE V: LIENS**

5.1 PROHIBITION OF LIENS: The Lessee shall not suffer or permit any vendor's, mechanic's, laborer's, or materialman's statutory or similar lien to be filed against the Leased Premises. Lessee shall, in any event, within sixty (60) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or as otherwise permitted by law. If Lessee shall

fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy of Lessor, Lessor, may, but shall not be obligated to, discharge the same by paying the amount in question. Lessee, in good faith and at Lessee's expense, may contest the validity of any such asserted lien, provided Lessee has furnished a bond in an amount set by statute or otherwise sufficient to release the Leased Premises from such lien. Any amounts paid by Lessor hereunder shall be deemed to be additional rental payable by Lessee upon demand.

**ARTICLE VI: MAINTENANCE**

6.1 MAINTENANCE: Lessee shall, at Lessee's sole expense, maintain the Leased Premises in accordance with all applicable laws, rules, ordinances, orders and regulations of all governmental agencies and entities with jurisdiction and all insurance companies insuring all or any part of the Leased Premises. Lessor shall not be required to furnish any services or facilities, including but not limited to heat, electricity, air conditioning or water, or to make any repairs to the Leased Premises, whether structural or non-structural, and Lessee hereby assumes the full and sole responsibility for furnishing all services or facilities and making all such repairs.

**ARTICLE VII: SURRENDER UPON EXPIRATION OF LEASE TERM**

7.1 SURRENDER: Upon the expiration of the term hereof or any renewal term, or upon any sooner termination as provided for herein, Lessee shall yield up and surrender the Leased Premises to the Lessor.

**ARTICLE VIII FINANCING**

8.1 PERMITTED MORTGAGES ONLY: Lessee shall not mortgage, pledge or encumber the Leased Premises or any portion thereof or interest therein except through a Permitted Mortgage. For the purposes of this Lease, a "Permitted Mortgage" shall be a mortgage:

1. which shall run in favor of either (a) a so-called "institutional lender" such as, but not limited to, a

federal, state, or local housing finance agency, a bank (including savings and loan association), an insurance company, a pension and/or profit-sharing fund or trust, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision, or (b) a "community loan fund," and which has a first lien on the Leased Premises.

ii. which shall provide among other things, that in the event of a default in any of the mortgagor's obligations thereunder, the holder thereof shall notify Lessor of such fact and Lessor shall have the right (but shall not have the obligation) within 120 days after its receipt of such notice, to cure such default in the mortgagor's name and on mortgagor's behalf, provided that current payments due the holder during such 120 day period (or such lesser time period as may have been required to cure such default) are made to the holder, and shall further provide that said holder shall not have the right, unless such default shall not have been cured within such time, to accelerate the note secured by such Permitted Mortgage or to foreclose under the Permitted Mortgage on account of such default;

iii. which shall provide, among other things, that if after such cure period the Permitted Mortgagee intends to accelerate the Note secured by such Permitted Mortgage or initiate foreclosure proceedings under the Permitted Mortgage, all in accordance with this Section 8.1, the Permitted Mortgagee shall first notify Lessor of its intention to do so and Lessor shall have the right, but not the obligation, upon notifying the Permitted Mortgagee within thirty (30) days of receipt of said notice from the Permitted Mortgagee, to pay off the indebtedness secured by the Permitted Mortgage and to acquire the interest of Permitted Mortgagee in and to the Leased Premises; and

iv. which shall provide that such Permitted Mortgagee will use reasonable efforts to sell the Leased Premises pursuant

to any sale during, after or in lieu of foreclosure to a purchaser who is a low or moderate income resident as defined herein, or to a cooperative whose shareholders are low and moderate income residents, as applicable.

8.2 Not less than ten (10) days prior to the date on which Lessee shall request Lessor's consent to a mortgage, Lessee shall furnish to Lessor true and correct copies of each and every document and instrument to be executed in connection with the transaction represented by such mortgage, and, notwithstanding anything to the contrary contained herein, Lessor shall not be required to consent to such mortgage unless:

- i. the mortgage so submitted shall be a Permitted Mortgage;
- ii. at the time of such submission and at the time proposed by Lessee for the execution of such documents, no default shall then be outstanding under this Lease;
- iii. such Permitted Mortgage and related documentation shall contain no provisions other than provisions generally contained in mortgages used for similar transactions in the State of Connecticut by institutional mortgagees;
- iv. such Permitted Mortgage and related documentation shall contain no provisions which shall or could be construed as rendering Lessor or any subsequent holder of the Lessor's interest in and to this Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by such note and Permitted Mortgage or any part thereof;
- v. such Permitted Mortgage and related documentation shall contain provisions to the effect that the holder of the Permitted Mortgage shall not look to Lessor, but will look solely to Lessee, the Leasehold Estate, the Leased Premises, or such other buildings and improvements which may from time to time exist on the Leased Premises, for the payment of the debt secured thereby or any part thereof. It is the intention of the

parties hereto that Lessor shall consent to such Permitted Mortgage for the sole and exclusive purpose of allowing Lessee to obtain financing for the acquisition of the Leased Premises without any liability on the part of Lessor for any deficiency judgment;

- vi. such Permitted Mortgage and related documentation provides that in the event any part of the Leased Premises is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over by the holder of the Permitted Mortgage in accordance with the provisions of ARTICLE IX hereof;
- vii. such Permitted Mortgage and related documentation provides that nothing contained in the Permitted Mortgage or such related documentation shall obligate Lessor to execute an assignment of the rent payable by Lessee to Lessor under the terms of this Lease.

8.3 Any Permitted Mortgagee shall have the right, but not the obligation, without requirement of consent by the Lessor to:

- i. cure any default under this Lease, and to perform any obligation required hereunder, and any such cure or performance by Permitted Mortgagee shall be effective as if the same had been undertaken and performed by Lessee; and
- ii. acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to Lessee by this Lease or otherwise by law, subject to the provisions, if any in said Permitted Mortgage limiting any exercise of any such right, remedy or privilege; and
- iii. rely upon and enforce any provisions of this Lease to the extent that such provisions are for the benefit of a Permitted Mortgagee.

A Permitted Mortgagee shall have the right to correct the Lessee's default within 120 days from the Permitted Mortgagee's receipt of a notice to terminate this Lease.

A Permitted Mortgagee shall not, as a condition to the exercise of its rights hereunder, be required to assume personal liability for the payment and performance of the obligations of the Lessee hereunder. Any such payment or performance or other act by Permitted Mortgagee hereunder shall not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession of the Leased Premises and the Leasehold Estate or collects fees or rentals from Lessee; provided, however, that in the event the Permitted Mortgagee transfers the Leased Premises to a purchaser of the same (other than Permitted Mortgagee at any judicial foreclosure sale or trustee's sale of Lessee's interest hereunder) any such transferee shall be required to enter into a written agreement assuming such personal liability and upon any such assumption the Permitted Mortgagee shall automatically be released from personal liability thereunder.

8.4 Any amendments to this Lease shall be subject to the written approval of Permitted Mortgagee, which approval shall not be unreasonably withheld or delayed. The passage of thirty (30) days after submittal to Permitted Mortgagee of such requested amendments without approval or disapproval by Permitted Mortgagee shall be deemed approval thereof.

8.5 The Lessor shall have no right to cancel this Lease if the Permitted Mortgagee has commenced foreclosure and is diligently pursuing the same.

8.6 Notwithstanding anything contained in this Lease to the contrary, in the event of foreclosure by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure, at the election of the Permitted Mortgagee:

1. the provisions of Article III, Section 3.5 shall be suspended during the period of mortgagee's ownership.

8.7 The provisions set forth in this Article VIII shall be binding upon and inure to the benefit of the successors, assigns and personal representatives of Lessor, Lessee, and Permitted Mortgagee.

8.8 Whenever in this Article notice is to be given to Permitted Mortgagee, such notice shall be given in the manner set forth in Article XIII, Section 13.1 of this Lease to the Permitted Mortgagee at the address given by the Permitted Mortgagee to Lessor by written notice to Lessor sent in the manner set forth in Article XIII, Section 13.1 of this Lease.

8.9 Lessee shall pay to Lessor on demand at Lessor's option, as additional rent hereunder, all fees, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Lessor in connection with any Permitted Mortgage.

8.10 The ownership of both the fee simple title and the Leasehold Estate by the same owner will not effect a merger of such estates while either estate is encumbered by a mortgage, without the written consent of the mortgagee.

**ARTICLE IX: LIABILITY, INSURANCE, DAMAGE AND DESTRUCTION, EMINENT DOMAIN**

9.1 LESSEES' LIABILITY: Lessee assumes sole responsibility and liability, to any and all persons and authorities, related to its possession, occupancy and use of the Leased Premises.

9.2 INDEMNIFICATION OF LESSOR: Lessor shall not be liable, and Lessee shall defend, indemnify and hold Lessor harmless against all liability and claims of liability, for damage or injury to person or property on the Leased Premises from any cause. Lessee waives all claims against Lessor for damage or injury to person or property on or about the Leased Premises from any cause.

Lessee waives all claims against Lessor for damage or injury to person or property on or about the Leased Premises arising, or asserted to have arisen, on or about the Leased Premises from any cause whatsoever. Notwithstanding the foregoing two sentences, Lessor shall remain fully liable (and Lessee shall not indemnify and defend Lessor against nor waive such claims of liability) for damage or injury due to the negligent or intentional acts or omissions of Lessor or Lessor's agents or employees.

9.3 PAYMENT BY LESSOR: In the event the Lessor shall be required to pay any sum whatsoever which is of the Lessee's responsibility



or liability, the Lessee shall reimburse the Lessor therefor and for reasonable expenses caused thereby on demand by Lessor and the same shall constitute additional rent hereunder.

**9.4 INSURANCE:**

- (a) Insurance Coverage of Leased Premises: Lessee shall, at Lessee's sole expense, keep the Leased Premises and all buildings and improvements situated thereon continuously insured against loss or damage by fire with extended coverage hazards for the full replacement value thereof.
- (b) Bodily Injury Liability Insurance: Lessee shall, at Lessee's sole expense, maintain continuously in effect bodily injury liability insurance covering the Leased Premises and its appurtenances in the amount of One Hundred Thousand dollars (\$100,000.00) for injury to or death of any one person, and Three Hundred Thousand dollars (\$300,000.00) for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of One Hundred Thousand dollars (\$100,000.00). The dollar amount of each such coverage shall be adjusted at least every two (2) years from the date hereof, or upon Lessor's demand with 30 day notice to Lessee. This adjustment shall be equal to the percentage of change (positive or negative) over the period since the last adjustment in the Consumer Price Index for medical care paid by All Urban Wage Earners who live in urban areas the size of Fairfield, Connecticut. Such index is maintained by the Office of Prices and Living Conditions of the Bureau of Labor Statistics, of the U.S. Department of Labor. If said index ceases to be readily available, Lessor at its sole discretion, shall choose a CPI index that closely approximates the medical care index. Such insurance shall specifically insure Lessee against all liability assumed hereunder, as well as all liability

imposed by law, and shall also insure Lessor as an additional insured so as to create the same liability on the part of insurer as though separate policies had been written for Lessor and Lessee.

- (c) Lessee shall provide Lessor with copies of all policies and renewals thereof. All policies shall also contain endorsements providing that they shall not be cancelled, reduced in amount or coverage, or otherwise modified by the insurance carrier involved without not less than thirty (30) days prior written notice being given to Lessor. Lessor shall be entitled to participate in the settlement or adjustment of any losses covered by such policies of insurance.

9.5 DAMAGE OR DESTRUCTION: In the event of fire or other casualty to the Leased Premises, Lessee shall forthwith commence, and thereafter diligently and continuously prosecute to completion, the repair of such damage and restoration of the Leased Premises to a condition substantially similar to its condition immediately prior to such damage. All such repairs and restoration shall be completed as promptly as possible. Lessee shall also promptly take all steps necessary to assure that the Leased Premises shall be and remain safe and not constitute a hazard or danger to persons or property from the time of the fire or other casualty.

9.6 EMINENT DOMAIN AND PUBLIC DEDICATION: In the event of:

I. A taking of the entire Leased Premises by reason of eminent domain or other action of public authority prior to the expiration of the term of this Lease, this Lease shall forthwith terminate and the entire amount of any award(s) paid shall be allocated as follows:

- (a) As a first charge against said award(s), there shall be paid therefrom to the then holders of the Permitted Mortgage(s) the amount required to pay and discharge the same in full.
- (b) The balance, if any, of said award(s) shall be allocated between Lessee and Lessor such that Lessee

shall receive compensation from the condemning authority for the value of its leasehold interest and Lessor shall receive compensation from such authority for the value of its interest remaining, and Lessee shall not by reason of such taking or condemnation be entitled to any claim against Lessor for compensation or indemnity for leasehold interest.

II. A taking (as aforesaid) of less than the entire Leased Premises, then the proceeds paid or payable by reason of such taking shall be allocated as follows:

- (a) First, if the then holder or holders of Permitted Mortgage(s) shall require that the balance of the proceeds be applied against the mortgage indebtedness, that application shall be made.
- (b) Second, if the improvements on the Leased Premises may reasonably be restored to a residential use consistent with this Lease, the Lessor may in its discretion allocate some or all of the proceeds to enable Lessee to repair and restore that which may remain thereof.
- (c) Any remainder after the use of such proceeds as set forth in (a) or (b) above, shall be allocated between Lessor and Lessee as set forth in Section 9.6 I (b) above. Any and all proceedings brought by Lessee in connection with the claim or claims for damages as a result of any taking referred to in this Section shall be conducted by and at the sole expense of the Lessee. If any provision of law now or hereafter in effect shall require that said proceedings be brought by or in the name of any owner of the Leased Premises, Lessor shall join in such proceedings or permit the same to be brought in its name. Lessor covenants and agrees to do any and all acts and to execute any and all documents which may be required to enable Lessee to maintain such proceedings. If Lessor shall incur any cost or expense in connection with such proceedings, Lessor shall be

entitled to reimbursement for the reasonable amount thereof and same shall likewise constitute a first charge against any award after payment to permitted mortgagee as hereinbefore provided.

9.7 SOLE REMEDY: The remedies specified in 9.6 shall constitute Lessee's sole remedy in this event and shall not give rise to any cause of action by Lessee against Lessor for damages.

**ARTICLE X TRANSFER, SALE, OR DISPOSITION OF LEASED PREMISES**

10.1 INTENT AND ACKNOWLEDGMENT: The terms and conditions of this Article have been freely accepted by the parties, each with the independent and informed advice of legal counsel. The provisions and restrictions contained herein exist to further the mutual purposes and goals of Lessor and Lessee set forth herein to create and preserve access to land, decent and affordable housing and home ownership opportunities for low and moderate income people who are often denied such opportunities for lack of financial resources. It is the express understanding and intent of the parties that the terms and conditions hereof will enhance the marketability of the Leased Premises by making them affordable to low and moderate income families who, absent such provisions, would be unable to afford them. It is expressly agreed that this paragraph is merely a statement of intent and does not create any additional rights in favor of the Lessee.

10.2 TRANSFER TO LOW OR MODERATE INCOME RESIDENTS: In accordance with the provisions of 10.3 and 10.5, Lessee may only sell, transfer, or otherwise dispose of its leasehold interest hereunder to someone who is a low or moderate income resident, as defined herein. Lessee shall not, in any event, make such sale, transfer or other disposition directly to any other person or entity without following the procedure set forth below, except in the case of a sale, transfer or other disposition to a Permitted Mortgagee in lieu of foreclosure.

10.2a DEFINITION OF LOW AND MODERATE INCOME HOUSEHOLDS: low and moderate income households shall be those defined as such by the United States Department of Housing and Urban Development ("HUD")

or the Connecticut Housing Finance Authority ("CHFA"), as the case may be. Notwithstanding anything else contained herein, not less than sixty (60%) percent of such low or moderate income households located at the Site shall be low or moderate income households as defined by HUD.

10.3 NOTICE TO LESSOR: Except in the case of a sale, transfer or other disposition to a Permitted Mortgagee in lieu of foreclosure, in the event Lessee contemplates sale, transfer or disposition of its Leasehold Interest in the Leased Premises to a third party, then:

- (a) if Lessee intends a direct sale to a low or moderate income household as defined in this Lease, then not less than sixty (60) days prior to the contemplated closing thereof, the Lessee shall give Lessor notice thereof, and the name and address of such qualified low or moderate income resident. Lessee shall include with such notice the following or comparable items: (1) the tax return of the assignee or buyer for the immediately preceding year; (2) a current verification of assignee's or buyer's employment; and (3) the pay stubs of the assignee or buyer for the three months immediately preceding the month in which notice is given to the Lessor. No assignment, sale, transfer or other disposition shall be effective unless and until (a) such notice and accompanying documentation are received by Lessor as aforesaid, and (b) (i) Lessor confirms in writing within sixty (60) days of receipt that such assignee or buyer is a low or moderate income resident or (ii) Lessor fails to respond in writing within sixty (60) days of its receipt of such notice, and the contents of such notice are true and complete as specified herein, in which case such failure on the part of Lessor shall be deemed to constitute confirmation of such status;
- (b) if Lessee has no specific qualified resident committed

to purchase its Leasehold Interest in the Leased Premises, then Lessee shall give Lessor notice that such Leasehold Interest will be offered for sale to a low or moderate income resident as defined in this Lease, which notice shall contain a detailed listing of the terms and conditions of such intended sale. Within forty-five (45) days of Lessor's receipt of such notice, Lessor shall either:

- (i) exercise its option to purchase on the terms and within the time period set forth in Sections 10.5, 10.6, and 10.7 below; or
- (ii) locate an interested purchaser who is a low or moderate income resident as defined in this Lease and obtain from such purchaser a binding commitment to purchase from the Lessee; or
- (iii) notify the Lessee that such party is free to sell the Leasehold Interest in the Leased Premises in the open market (a) to any party who is a low or moderate income resident as defined in this Lease, (b) at the then applicable Purchase Option Price (as defined below); subject to all the terms and conditions of the existing Lease.

10.4 TRANSFER TO LESSEE'S HEIRS: Upon receipt of notice from the executor of the decedent Lessee's estate within ninety (90) days of the death of the Lessee (or the last surviving co-owner of the Leased Premises) Lessor shall, unless, for good cause shown, agree to the transfer of the Leased Premises to one or more of the following, for similar residential purposes, upon the same conditions:

- (a) the spouse of the Lessee; or
- (b) the minor child or minor children of the Lessee.

In consenting to the transfer, Lessor shall act according to the expressed wishes, if any, of the Lessee to the extent consistent with this Lease.

10.5 LESSORS' OPTION TO PURCHASE: Upon notice in accordance with

Section 10.3 above, or violation of Section 3.4, Lessor shall have the exclusive option to purchase Lessee's Leasehold Interest in the Leased Premises at the lesser of the then market value thereof or the Purchase Option Price set forth below. Such price is designed to insure the affordability to succeeding low and moderate income resident families.

10.6 PERIOD FOR EXERCISE: Lessor must notify Lessee of its election to purchase within forty-five (45) days and must exercise the foregoing option to purchase within sixty (60) days of its receipt of written notice under Section 10.3 from the Lessee, or its option will expire.

10.7a LESSOR'S OPTION TO PURCHASE LESSEE'S LEASEHOLD INTEREST IN THE LEASED PREMISES: The terms and conditions of this Article have been freely accepted by the parties each with the independent and informed advice of legal counsel. The preemptive option contained herein exists solely in the furtherance of the goal of perpetual occupancy of the Leased Premises by and resale among low and moderate income families. It is the express intent of the parties that the terms and conditions of said option will enhance the marketability of the Leased Premises either through removal and re-erection or sale at an affordable price to another low or moderate income family.

10.7b OPTION: 1) Whenever Lessee desires to sell its interest in the Leased Premises, he shall notify the Lessor in accordance with Article X, Section 3, of this Lease. Lessor shall have the option to purchase Lessee's interest in the Leased Premises at the Purchase Option Price, as hereinafter defined. The Lessor shall establish a "Base Value" for the Leased Premises. The initial Base Value shall be equal to the sum of Eighty-Five Thousand (\$85,000) Dollars. Such initial Base Value does not include the value of any "sweaty equity" contributed. Two (2) events shall cause the Base Value to be recalculated: (i) the sale of the leasehold interest in the Leased Premises in accordance with the provisions of this instrument; or (ii) the passage of ten (10) years of continuous tenancy by Lessee.

- (a) When the leasehold interest is sold, the Base Value shall be recalculated in the following manner:
- (i) If the leasehold interest is sold during the first five (5) years of tenancy, the Base Value shall be the lesser of the following:
- aa) the fair market value of the leasehold interest as of the date of sale; or
  - bb) the initial Base Value increased by four (4%) percent per annum, compounded, for each of the first five (5) years of tenancy.
- (ii) If the leasehold interest is sold during the second five (5) years of tenancy, the Base Value shall be the lesser of the following:
- aa) the fair market value of the leasehold interest as of the date of sale; or
  - bb) the initial Base Value increased by six (6%) percent per annum, compounded, for each year of the tenancy, including the first five (5) years of the tenancy.
- (b) If the leasehold interest is not sold before the passage of ten (10) years of continuous tenancy, then the Base Value shall be recalculated for each successive five (5) years of tenancy in the same manner as is set forth in subparagraph (a) above. For example, the Base Value in years 11 through 15 of the tenancy shall be increased by four (4%) percent per annum, compounded, for the period of years 11 through 15 of the tenancy. If the leasehold interest is sold in year 17 then the Base Value shall be increased by six (6%) percent, per annum, for all years of the tenancy. If the fair market value as of the date of sale is less than the Base Value as increased, then the fair market value shall be the Base Value.

The value so derived shall become the new Base Value (hereinafter the "Purchase Option Price").



Devise or inheritance shall not cause a recalculation of the Base Value nor shall they cause the ten (10) year period of continuous tenancy to start again.

2) The Purchase Option Price, however, as set by the Lessor, may be adjusted so as to include (a) an additional amount for any reasonable and verifiable costs for improvements or alterations, excepting therefrom any costs for ordinary maintenance and repairs, made with the written approval of the Lessor; (b) a deduction for any damage or deterioration, subject to paragraph 3 below. Notwithstanding the foregoing, the adjustments contemplated in this paragraph 2 shall only be made if, and to the extent that, such adjustments have not already been taken into account in determining the fair market value of the Lessee's interest in the Leased Premises at the time of sale.

3) Notwithstanding anything contained in this Lease, the Purchase Option Price may never be reduced to an amount which is lower than (i) the initial Base Value or (ii) the amount of the mortgage on the Leased Premises at the time of adjustment, whichever shall be higher.

4) Where it is necessary to derive the fair market value of the Lessee's interest in the Leased Premises, in accordance with this Section 10.7b, such fair market value shall be established by independent appraisal (an "Appraisal"), provided by the Lessee at his sole cost and expense. The Appraisal shall (i) be conducted by a "Licensed Residential Appraiser", as that term is defined in Section 20-311(6)(B) of the Connecticut General Statutes, as the same may be amended from time to time and (ii) be acceptable to the Lessor, in its sole and absolute discretion.

Lessee freely agrees that this option price constitutes a fair return to it and/or its successors for the opportunity to enter the local homeownership marketplace which, prior to execution of this Lease, remained closed to them as a matter of limited financial resources. If Lessee shall disagree with the calculation of the Purchase Option Price he can appeal under

Article XIII (Arbitration) of this Lease.

10.8 RIGHT OF FIRST REFUSAL IN LIEU OF OPTION: If the provisions of the option set forth herein shall, for any reason, become unenforceable, Lessor shall, nevertheless, have a right of first refusal to purchase the Lessee's Leasehold Interest in the Leased Premises at the highest documented bona fide purchase price offer made to Lessee. Such right shall be exercised by Lessor within forty-five (45) days of the receipt by Lessor of a notice of such bona fide offer substantially in the form of Exhibit BUYER attached hereto.

10.9 WAIVER OF RESALE AND OCCUPANCY RESTRICTIONS IN THE CASE OF FORECLOSURE: Notwithstanding any provision in this Lease to the contrary, Article X and Article III, Section 3.4 shall terminate and have no further force and effect upon the occurrence of one of the following events:

- (a) Title to Lessee's interest and Equity of Redemption is acquired by a Holder of a Permitted Mortgage, HUD, or another party upon foreclosure of a mortgage insured by HUD, or by any other mortgage insurer.
- (b) Title to the Lessee's interest and Equity of Redemption is acquired by a Holder of a Permitted Mortgage or HUD by deed or assignment in lieu of foreclosure of a HUD insured mortgage, or a mortgage insured by any other mortgage insurer.
- (c) A mortgage insured by HUD or any other mortgage insurer is assigned to HUD.

**ARTICLE XI: ASSIGNMENT AND SUBLEASE**

Except as otherwise provided in Article VIII regarding the Permitted Mortgages and Article X, regarding transfers, Lessee shall not: assign, sublease, sell or otherwise convey any of Lessee's rights under this Lease without the prior written consent of the Lessor. Lessee agrees that Lessor shall have broad and full discretion to withhold such consent in order to further the mutual purposes and goals set forth herein.

**ARTICLE XII: DEFAULT**

**12.1 EVENTS OF DEFAULT:** It shall be an Event of Default if:

- a) Lessee shall fail to pay any rent or any other charges for which provision is made herein within thirty (30) days after Lessor has sent to Lessee notice of such default and such default is not cured by any Permitted Mortgagee within thirty (30) days after a subsequent notice from Lessor to such Permitted Mortgagee of Lessee's failure to cure such default within the initial 30 day grace period. However, if Lessee shall make a good faith partial payment of any such charges during such initial 30 day grace period, then such period shall be extended one additional 30 day period, or
- b) Lessee shall fail to perform or observe any other term or condition in this Lease, and such failure is not cured by Lessee or a Permitted Mortgagee within one hundred twenty days (120) after notice thereof from Lessor to Lessee and such Permitted Mortgagee. However, in the case where the Lessee or Permitted Mortgagee has commenced to cure such default within such one hundred twenty (120) day period and is continuing such cure with all reasonable due diligence but cannot by the exercise of due diligence cure such default within such period, such period may be extended for an additional period of thirty (30) days to complete the cure of default.
- c) if the estate hereby created shall be taken on execution or by other process of law, or if Lessee shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Lessee for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial

part of Lessee's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Lessee under any provisions of the Bankruptcy Act now or hereafter enacted, or if Lessee shall file a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

In any of said cases and upon the expiration of any applicable cure period, Lessor may immediately or at any time thereafter, initiate summary proceedings or any other appropriate legal proceedings against Lessee. Pursuant to such proceedings, without demand or notice, Lessor may enter into and upon the Leased Premises or any part thereof in the name of the whole and repossess the same, and expel Lessee and those claiming through or under Lessee and remove its or their effects without being guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Upon entry as aforesaid, Lessor shall have the right, by suitable notice to Lessee, forthwith to terminate this Lease.

12.2 NEW LEASE TO PERMITTED MORTGAGEE: If this Lease shall be terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors' rights, Lessor will enter into a new lease of the Leased Premises with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, subject to Lessor's approval, which approval shall not be unreasonably withheld not more than thirty (30) days after the request of the Permitted Mortgagee). Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection or disaffirmance, and upon all the terms and provisions contained in the Lease. However, the Permitted Mortgagee shall make a written request to Lessor for such new

lease within sixty (60) days after the effective date of such termination, rejection or disaffirmance, as the case may be, and such written request shall be accompanied by a copy of such new lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Lessee thereunder, and the Permitted Mortgagee shall have cured all defaults under the Lease which can be cured by the payment of money. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Leased Premises as the Lease. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by Lessor, Lessee and the Permitted Mortgagee.

12.3 LESSOR'S DEFAULT: Lessor shall in no event be in default in the performance of any of Lessor's obligations hereunder unless and until Lessor shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonable required to correct any such default, after notice by Lessee to Lessor properly specifying wherein Lessor has failed to perform any such obligation.

12.4 NO SURRENDER: During the period a Permitted Mortgage is in place, the Lessor shall not accept a voluntary surrender of the Lease without the prior written consent of the Permitted Mortgagee.

**ARTICLE XIII: ARBITRATION**

13.1 ARBITRATION PROCESS: Should any grievance or dispute arise between Lessor and Lessee concerning the terms of this Lease which cannot be resolved by normal interaction, the following arbitration procedure shall be used: Lessor shall notify the Lessee by written notice of its selection of a disinterested arbitrator.

The arbitrator shall hold a hearing within thirty (30) days after its appointment. At the hearing Lessor and Lessee shall have an opportunity to present evidence and question witnesses in

the presence of each other.

As soon as reasonably possible, and in no event later than fifteen (15) days after the hearing, the arbitrator shall make a written report to Lessor and Lessee of its findings and decisions. The arbitrator shall decide the dispute or claim in accordance with this Lease, and the substantive law of the State of Connecticut. The decisions and awards of the arbitrator shall be binding and final between the Lessor and Lessee.

13.2 ARBITRATION BEFORE LEGAL ACTION: Both parties agree to submit any disputes concerning their respective rights and duties under the terms of this Lease to arbitration, as provided above, and expressly waive their right to a civil trial, except as herein provided. Judgment upon the arbitral award may be entered in any court having jurisdiction over the parties or the Leased Premises. Notwithstanding the foregoing, arbitration shall not be required prior to filing suit or taking other legal action based upon an Event of Default under Sections 12.1 (a) or 12.1(c) hereof.

13.3 COSTS: Each party shall bear its own costs, if any, in any arbitration pursuant to this Article; provided, however, that the arbitrator shall have the power to award all or a portion of costs against a party found to have pursued the grievance or dispute in bad faith or for undue delay.

**ARTICLE XIV: GENERAL PROVISIONS**

14.1 NOTICES: Whenever this Lease requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to Lessor:

Town of Fairfield  
611 Old Post Road  
Fairfield, CT 06430

If to Lessee:

Timothy D. Elmore  
Kimberly A. Elmore  
133 Granville Street  
Fairfield, CT 06430

With a copy to:

Mark A. Kirsch, Esquire  
Cohen and Wolf, P.C.  
P. O. Box 1821  
Bridgeport, CT 06601

All notices, demands and requests shall be effective upon being deposited in the United States Mail or in the case of personal delivery, upon actual receipt.

14.2 NO BROKERAGE: In no event shall the Lessee subject Lessor 's interest or the Lessor to the payment of a real estate brokerage commission.

14.3 INVALID PROVISIONS: If any clause, Section, Article, Paragraph, or Subparagraph of this Lease shall be unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other clause, Section, Article, Paragraph, or Subparagraph, or give rise to any cause of action of either party to this Lease against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law.

14.4 WAIVER: The waiver by Lessor of, or the failure of Lessor to take action with respect to, any breach of any term, covenant, condition, provision, restriction, or reservation herein contained, shall not be deemed to be a waiver of such term, covenant condition, provision, restriction, or reservation of subsequent breach of same, or of any other term, covenant, condition, provision, restriction, or reservation herein contained. Lessor may grant waivers in the terms of this Lease, but such must be in writing and signed by the Lessor before being effective.

The subsequent acceptance of rent or other payments hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, condition, provision, restriction, or reservation of this Lease, other than the failure of Lessee to pay the particular rent or other payment so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such lease fee payment.

14.5 LESSOR'S RIGHT TO PROSECUTE OR DEFEND: Lessor shall have the right, but shall be under no duty or obligation, to prosecute or defend, in its own or the Lessee's name, any actions or proceedings appropriate or necessary to the protection of its

title to, and Lessee's occupancy, use, and possession of or interest in the Leased Premises. Whenever requested by Lessor, Lessee shall give Lessor all reasonable aid in any such action or proceeding.

14.6 CONSTRUCTION: Whenever in this Lease a pronoun is used, it shall be construed to represent either the singular or the plural, masculine or feminine as the case shall demand.

14.7 CAPTIONS AND TABLE OF CONTENTS: The captions and table of contents, if any, appearing in this Lease are for convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms, covenants, conditions, provisions, restrictions, or reservations of this Lease.

14.8 PARTIES BOUND

This Lease sets forth the entire agreement between the parties hereto with respect to the leasing of the Leased Premises; is binding upon and inures to the benefit of the parties here to and, in accordance with the provisions hereof, their respective successors in interest, heirs and assigns. This Lease may be altered or amended only by written notice executed by the parties hereto or their legal representatives or, in accordance with the provisions hereof, their successors in interest.

14.9 GOVERNING LAW: This Lease shall be interpreted in accordance with and governed by the laws of the State of Connecticut. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against Lessor or Lessee.

14.10 THIS AGREEMENT is being executed in at least two counterparts, each of which shall be considered a duplicate original with one original to the Town of Fairfield to be placed on file at its office at Town Hall, Fairfield, Connecticut; and one original to the herein named Lessee.







SCHEDULE A

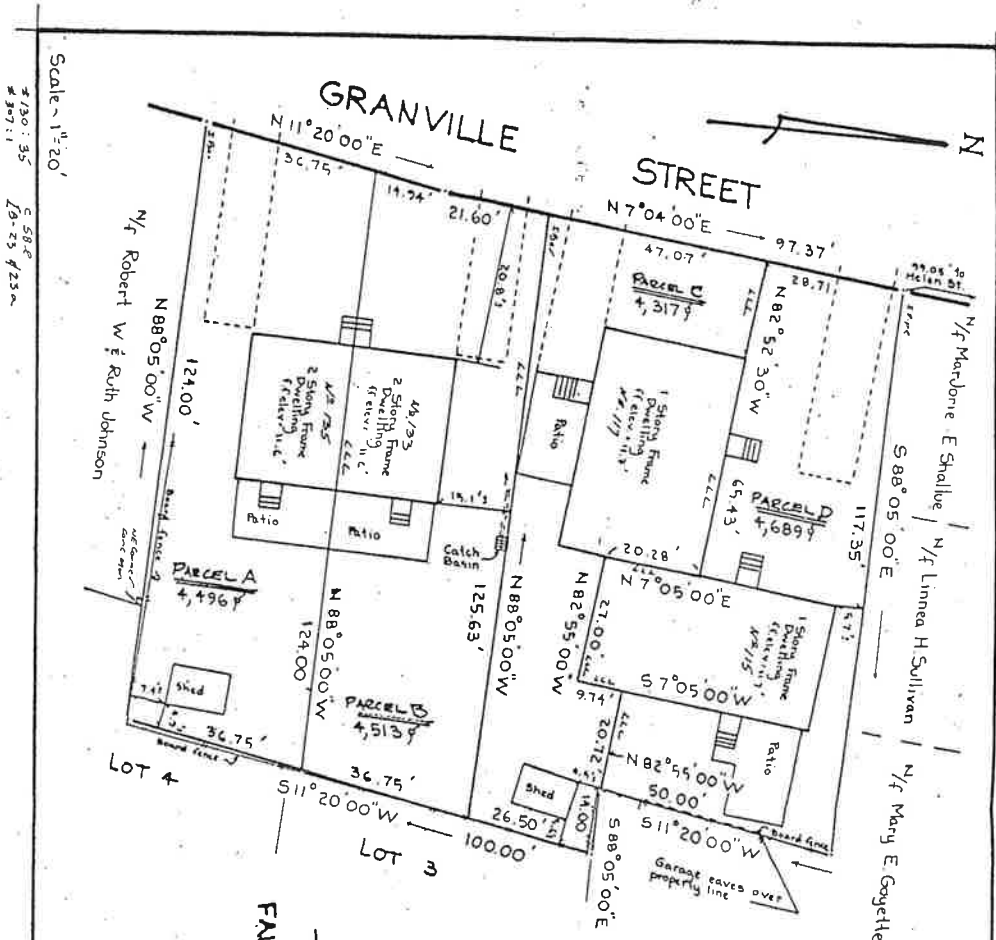
All that certain piece or parcel of land known as Parcel B, together with the improvements located thereon, shown and designated on that certain map entitled "Map of Property for the Town of Fairfield, Fairfield, Conn., Nov. 5, 1993", Prepared by The Huntington Company, Engineers & Surveyors - Fairfield, Conn., and filed in the Office of the Town Clerk of Fairfield in the Town of Fairfield as Map No. 6128.

Such premises being also known as 133 Granville Street, Fairfield, Connecticut.

Such premises are conveyed SUBJECT TO:

1. Current taxes due to the Town of Fairfield, including any taxes due to any reassessment or reallocation from the completion of the dwelling and the issuance of a certificate of occupancy, which become due and payable after the date of delivery of the Lease.
2. Current charges due the Water Pollution Control Authority, which become due and payable after the date of delivery of the Lease.
3. Any assessments or pending assessments for which a lien or liens have not as yet been filed in the Fairfield Town Clerk's Office.
4. Any restrictions or limitations imposed by governmental authority, including building and setback lines, building, zoning and planning rules and regulations of the City or Town, and region or district, if any, in which the such premises are situated, and any and all provisions of any ordinance, municipal regulation or public or private law.
5. Notes and such state of facts as are shown on the above referenced map.
6. The provisions, if applicable, of any inland/wetlands or coastal wetlands statutes, ordinances, rules and regulations.
7. The effect, if any, of Public Act 84-535.
8. Riparian or littoral rights of others in or to any watercourse or body of water on or adjacent to the property.
9. Special Permit by Town of Fairfield Planning and Zoning Commission, recorded in Volume 887 at Page 298 of the Fairfield Land Records.
10. Variance by Town of Fairfield Zoning Board of Appeals, recorded in Volume 1296 at Page 165 of the Fairfield Land Records.
11. Terms and conditions of that certain Declaration Re: Party Wall and Other Matters, dated December 27, 1993 and recorded on the Fairfield Land Records on December 28, 1993 at 10:35 a.m./p.m.

EXHIBIT  
PREMISES



Scale - 1" = 20'  
 #130:35  
 #307:1  
 #58:8  
 10-25 #250

MAP OF PROPERTY FOR  
 THE TOWN OF FAIRFIELD  
 FAIRFIELD, CONN.  
 NOV. 5, 1993

I hereby state in the best of my knowledge and belief that the above described premises are the property of the several owners named herein and that the same are not subject to any other claims or interests of any kind. I am a duly Licensed Professional Engineer and a member of the State of Connecticut, and I am duly sworn.

*[Signature]*  
 The Huntington Company  
 Engineers & Surveyors - Fairfield, Conn.

RECEIVED FOR RECORD

DEC 28 1993 AT 10:36 A.M.

ATTEST *[Signature]*  
 TOWN CLERK

- Notes:
1. Refer to map entitled "Subdivision For Sweet Equity Housing Wades Dairy, Fairfield, Conn. June 5, 1992 on file in the Fairfield town clerk's office.
  2. Lease limit lines running through partition walls may not follow exact centerlines of said walls.
  3. This map is not a subdivision. It is intended to depict parcel lines.
  4. This map is a property survey type and is an independent resurvey.
  5. L.L.L. indicates lease limit line.
  6. Refer also to map entitled "Ogden Terrace, Fairfield, Conn., dated 10/10/93 on file in the Fairfield town clerk's office at map #A 151.
  7. Property is in FEMA Flood Zone A5 Base Flood Elevation is 110.4 feet Datum 1929.

N/J Josephine E. DeMarco

N/J Marjorie E. Shalby  
 N/J Linnea H. Sullivan  
 N/J Mary E. Goyette

N/J Robert W. & Ruth Johnson

# 135 GRANVILLE STREET

**Location** 135 GRANVILLE STREET

**Mblu** 180/ 180/ 2/ 1

**Acct#** 21281

**Owner** QURESHI SHAHBAZ

**Assessment** \$191,800

**Appraisal** \$274,000

**PID** 21553

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$73,700	\$200,300	\$274,000
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$51,590	\$140,210	\$191,800

## Owner of Record

**Owner** QURESHI SHAHBAZ  
**Co-Owner**  
**Care Of**  
**Address** 135 GRANVILLE STREET  
 FAIRFIELD, CT 06824-5712

**Sale Price** \$320,000  
**Certificate**  
**Book & Page** 6390/0011  
**Sale Date** 02/01/2023  
**Instrument** 01  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
QURESHI SHAHBAZ	\$320,000		6390/0011	01	02/01/2023
QURESHI JAVAID I &	\$189,000		4532/0223	00	11/08/2010
SEYAL BILAL &	\$174,000		4173/0104	01	07/17/2008
SEYAL RAFAY M	\$0		3100/0185		10/21/2003
KILLIAN FRANK J & DEBRA E	\$0		1354/0115		02/02/1994

## Building Information

**Building 1 : Section 1**

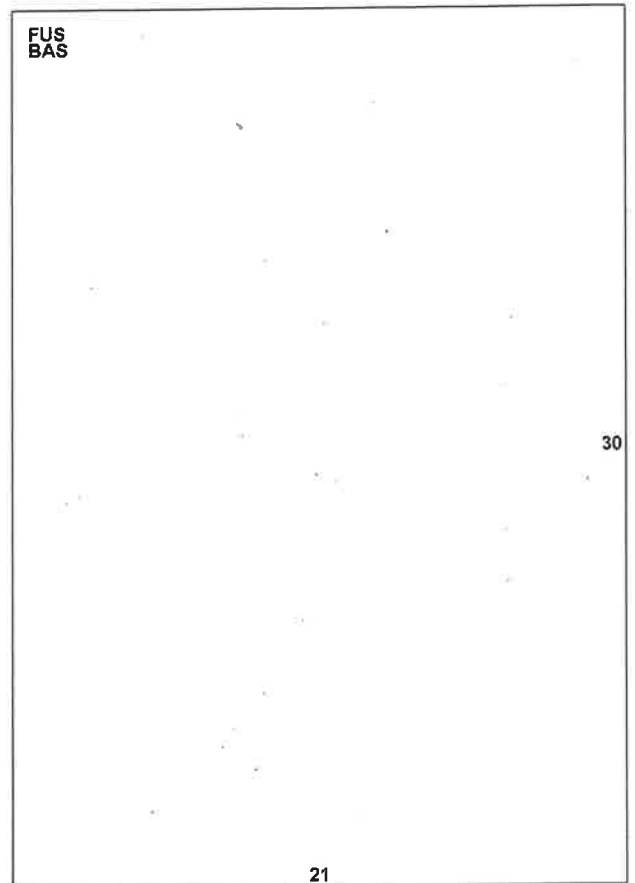
**Year Built:** 1993  
**Living Area:** 1,260  
**Replacement Cost:** \$106,304  
**Building Percent Good:** 68  
**Replacement Cost less Depreciation:** \$72,300

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0083\IMG\\_8885\\_830](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0083\IMG_8885_830))

**Building Layout**



(ParcelSketch.ashx?pid=21553&bid=21699)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	630	630
FUS	Upper Story, Finished	630	630
		1,260	1,260

**Building Attributes**

Field	Description
Style:	1/2 Duplex
Model	Residential
Grade:	
Stories:	2 Stories
Occupancy	1
Exterior Wall 1	Wood Shingle
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	Drywall
Interior Flr 1	Hardwood
Interior Flr 2	Carpet
Heat Fuel	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	1
Total Xtra Fixtrs:	
Total Rooms:	5 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Extra Features**

**Extra Features**

No Data for Extra Features

**Land**

**Land Use**

Use Code 1015  
 Description 1/2 Duplex Residential  
 Zone B  
 Neighborhood 0067  
 Alt Land Appr No  
 Category

**Land Line Valuation**

Size (Sqr Feet) 9009  
 Depth 0  
 Assessed Value \$140,210  
 Appraised Value \$200,300

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SHD1	SHED FRAME			96.00 S.F.	\$1,400	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$73,700	\$200,300	\$274,000
2021	\$73,700	\$200,300	\$274,000
2020	\$73,700	\$200,300	\$274,000

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$51,590	\$140,210	\$191,800
2021	\$51,590	\$140,210	\$191,800
2020	\$51,590	\$140,210	\$191,800

LEASE

THIS LEASE made and entered into this 1st day of February, 1994, by and between THE TOWN OF FAIRFIELD (hereinafter referred to as the "Town" or the "Lessor") and FRANK J. KILLIAN and DEBRA E. KILLIAN (the "Lessee");

WHEREAS, the TOWN, through its Board of Selectmen, is interested in providing affordable owner-occupied housing for persons of low and moderate income (the "Program");

WHEREAS, the TOWN, in order to implement the Program, has developed a plan (the "Plan") for the construction of four (4) dwellings on the premises located on Granville Street, Fairfield, Connecticut, more particularly described on the attached Exhibit entitled PREMISES and on Schedule "A" attached hereto (such premises, along with the buildings to be constructed thereon, may be hereafter referred to collectively as "the Site");

WHEREAS, the Plan has been approved and financially assisted by the TOWN;

WHEREAS, the aims and goals of the Program can best be achieved by encouraging owner/occupancy of the dwelling units after they have been constructed, and by the selection of lessees for them who have indicated an interest and a willingness to participate in the Program;

WHEREAS, the TOWN wishes to preserve and maintain the use, occupancy and benefit of the Site for persons of low and moderate income in order to further attain the goals and purposes of the Program;

WHEREAS, the Leased Premises, as hereinafter defined, have been acquired and are being leased by the Town in furtherance of the Program;

WHEREAS, the Lessee shares the purposes and goals of the Town and has agreed to enter into this Lease not only to obtain the benefits of decent and affordable housing for themselves, but also to further the Program of the Town;

WHEREAS, the Lessor and Lessee recognize the special nature of the terms and conditions of this Lease and each of the parties

001436

EXEMPT Local County/State Tax receipt  
Margaret H. Fitch  
Town Clerk of Fairfield



# Greenfield Commons

## 580 Villa Avenue

- Calculation of Housing Unit Equivalent Points
- Vision Appraisal Property Description (2)
- Letter from the Fairfield Housing Corporation on Controlling Interest in the Property
- Notice of Lease & Executed Land Lease, HUD Regulatory Agreement

## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b>	Greenfield Commons	<b>Set Aside:</b>	NO
<b>Address:</b>	580 Villa Avenue	<b>Owner/Rental:</b>	RENTAL
<b>Developer:</b>	Southwestern CT Mutual Housing Assoc.	<b>Total # Units:</b>	10
<b>Property Mgr:</b>	Millennium Real Estate Services, LLC	<b># Affordable:</b>	10
<b>Date CO Issued:</b>	6/12/2008	<b># Market Rate:</b>	0

### Description of Development

Ten unit HUD 202 senior housing development on land owned by the Town of Fairfield. Property was transferred with a 75 year land lease to the Southwestern CT Mutual Housing Association DBA Greenfield Commons Inc. In 2021 control of the property was transferred to the Fairfield Housing Corporation through a merger of their Boards.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes ≤ 80% of AMI	10	0.50	5
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.50	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.50	
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>10</b>		<b>5</b>

# 580 VILLA AVENUE

**Location** 580 VILLA AVENUE

**Mblu** 40/ 319/ 1/ /

**Acct#** 05492

**Owner** FAIRFIELD TOWN OF

**Assessment** \$569,170

**Appraisal** \$813,100

**PID** 2673

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$0	\$813,100	\$813,100

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$0	\$569,170	\$569,170

## Owner of Record

**Owner** FAIRFIELD TOWN OF  
**Co-Owner**  
**Care Of**  
**Address** 725 OLD POST ROAD  
 FAIRFIELD, CT 06824

**Sale Price** \$0  
**Certificate**  
**Book & Page** 0203/0096  
**Sale Date** 08/13/1945  
**Qualified** U

## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
FAIRFIELD TOWN OF	\$0		0203/0096	08/13/1945

## Building Information

### Building 1 : Section 1

**Year Built:**  
**Living Area:** 0  
**Replacement Cost:** \$0  
**Building Percent Good:**  
**Replacement Cost**  
**Less Depreciation:** \$0

**Building Attributes**

Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0071\IMG\\_0262\\_716](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0071\IMG_0262_716))

**Building Layout**

(ParcelSketch.ashx?pid=2673&bid=2636)

Building Sub-Areas (sq ft)
No Data for Building Sub-Areas

**Extra Features**

Extra Features
No Data for Extra Features

**Land**

**Land Use**

**Use Code** 9029  
**Description** Exempt land Lease  
**Zone** DCD  
**Neighborhood** 0090  
**Mat Land Appr Category** No

**Land Line Valuation**

**Size (Sqr Feet)** 22428  
**Depth** 0  
**Assessed Value** \$569,170  
**Appraised Value** \$813,100

**Outbuildings**

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$0	\$813,100	\$813,100
2021	\$0	\$813,100	\$813,100
2020	\$0	\$813,100	\$813,100

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$0	\$569,170	\$569,170
2021	\$0	\$569,170	\$569,170
2020	\$0	\$569,170	\$569,170

# 580 VILLA AVENUE

**Location** 580 VILLA AVENUE

**Mblu** 40/319//

**Acct#** 22650

**Owner** FAIRFIELD TOWN OF

**Assessment** \$395,710

**Appraisal** \$565,300

**PID** 107368

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$565,300	\$0	\$565,300

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$395,710	\$0	\$395,710

## Owner of Record

**Owner** FAIRFIELD TOWN OF  
**Co-Owner** C/O GREENFIELD COMMONS INCE  
**Care Of**  
**Address** 15 PINE TREE LANE  
FAIRFIELD, CT 06825

**Sale Price** \$0  
**Certificate**  
**Book & Page** 0203/0096  
**Sale Date** 08/13/1945  
**Qualified** U

## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
FAIRFIELD TOWN OF	\$0		0203/0096	08/13/1945

## Building Information

### Building 1 : Section 1

**Year Built:** 2008  
**Living Area:** 7,932  
**Replacement Cost:** \$822,350  
**Building Percent Good:** 64  
**Replacement Cost**  
**Less Depreciation:** \$526,300

### Building Attributes

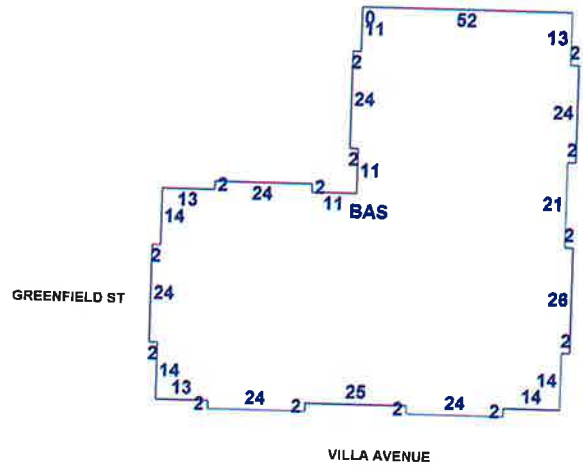
Field	Description
Style:	Apt Seniors
Model	Comm/Ind
Grade	Average Plus
Stories:	1
Occupancy	10.00
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Vinyl/Asphalt
Interior Floor 2	Carpet
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Unit/AC
Struct Class	
Bldg Use	Apt 5-8 Units C
Total Rooms	30
Total Bedrms	10
Total Baths	10
Liv Area	
Effect Area	
1st Floor Use:	
Heat/AC	Heat/AC Pkgs
Frame Type	Wood Frame
Baths/Plumbing	Average
Ceiling/Wall	Typical
Rooms/Prtns	Average
Wall Height	10.00
% Comn Wall	

### Building Photo



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0071\IMG\\_0262\\_716](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0071\IMG_0262_716))

### Building Layout



(ParcelSketch.ashx?pid=107368&bid=107009)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	7,932	7,932
		7,932	7,932

### Extra Features

Extra Features				
Code	Description	Size	Value	Bldg #
SPR1	SPRINKLERS-WET	7932.00 S.F.	\$12,200	1

**Land**

**Land Use**

**Use Code** 111J  
**Description** Apt 5-8 Units C  
**Zone** DCD  
**Neighborhood** 0090  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 22428  
**Depth** 0  
**Assessed Value** \$0  
**Appraised Value** \$0

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	PAVING-ASPHALT			4000.00 S.F.	\$13,300	1
GEN3	GENERATOR			1.00 UNITS	\$13,500	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$565,300	\$0	\$565,300
2021	\$565,300	\$0	\$565,300
2020	\$565,300	\$0	\$565,300

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$395,710	\$0	\$395,710
2021	\$395,710	\$0	\$395,710
2020	\$395,710	\$0	\$395,710



# FAIRFIELD HOUSING CORPORATION

March 31, 2021

Brenda L. Kupchick  
First Selectwoman  
Town of Fairfield  
Sullivan Independence Hall  
725 Old Post Road  
Fairfield, CT 06824

RE: Greenfield Commons, 580 Villa Avenue, Fairfield

We are pleased to notify you that the Fairfield Housing Corporation (FHC) has replaced the non-profit Board of Greenfield Commons, Inc. and the FHC will assume day to day management of the housing effective April 1, 2021. Residents of the community were notified in advance of the change, and we are looking forward to providing quality services to these residents.

The new contact information for 580 Villa Avenue is as follows:

Mailing address: 15 Pine Tree Lane Fairfield CT 06825  
Daytime phone number is: 203-366-6578  
After hours emergency phone number is: 866-769-0162

Thank you in advance for updating your records, and please feel free to contact me at 203-366-6578 with any questions.

Very truly yours,



Carol J. Martin  
Manager

cc J Carpenter  
M Barnhart  
J. Demarco  
R. Kalamaras  
K. Dunn



15 Pine Tree Lane  
Fairfield, CT 06825



Tel: 203-366-6578  
Fax: 203-333-5330

After Recording, Return to:  
 Cathy J. Anderson  
 Wiggin and Dana LLP  
 PO Box 1832  
 New Haven CT 06508-1832

**NOTICE OF LEASE**

NOTICE IS HEREBY GIVEN in accordance with the provisions of C.G.S.A. §47-19, as of September 28, 2007 by **Town of Fairfield**, a ("Landlord"), and **Greenfield Commons, Inc.**, a Connecticut non-profit corporation with a place of business at 63 Stillwater Avenue, Stamford, Connecticut 06902 ("Tenant") that:

1. **Lease.** Landlord, in consideration of the rents and upon the terms, conditions, covenants, and agreements set forth in that certain lease between Landlord and Tenant dated and executed as of October 26, 2006 (the "**Lease**"), has leased to Tenant the real property located at 580 Villa Avenue, Fairfield, Connecticut (the "**Property**").
2. **Term.** The term of the Lease is seventy-five (75) years, commencing October 26, 2006, and terminating on October 25, 2081.
3. **Landlord's Address.** The address of Landlord as stated in the Lease is Independence Hall, 725 Old Post Road, Fairfield, CT 06430.
4. **Tenant's Address.** The address of Tenant as stated in the Lease is 63 Stillwater Avenue, Stamford, Connecticut 06902.
5. **Extension or Renewal of Term.** Pursuant to the terms of the Lease, Tenant has no right to extend the term of the Lease.
6. **Option to Purchase.** The Lease contains no option or other right to purchase the Leased Premises.
7. **Lease on File.** An executed copy of the Lease is on file with the Fairfield Town Clerk and the Office of Community and Economic Development, Old Town Hall, Fairfield, Connecticut 06825 and with Tenant at the address stated above.

This instrument, being intended to be a Notice of Lease executed for the purpose of complying with §47-19 of the General Statutes of Connecticut so as to give constructive notice of said lease. It is not intended to affect in any way the rights and obligations of the parties to said lease except as the same may be accomplished by compliance with said §47-19.

***[signature page follows]***

011116

IN WITNESS WHEREOF Landlord and Tenant have executed this instrument as of the date first mentioned above.

WITNESSED BY:

[Signature]  
Print Name: Richard H. Seal

[Signature]  
Print Name: Eileen Kennedy

LANDLORD  
TOWN OF FAIRFIELD

By: [Signature]  
Name: Kenneth A. Flatto  
Title: First Selectman

[Signature]  
Print Name: Jennifer Suelberg

[Signature]  
Print Name: Christina O. Morgan

TENANT  
GREENFIELD COMMONS, INC.

By: [Signature]  
Name: Larry Kluetsch  
Title: Secretary, duly authorized

STATE OF CONNECTICUT)

COUNTY OF Fairfield)

) ss. Town of Fairfield

On this the 27<sup>th</sup> day of September, 2007, before me, the undersigned officer, personally appeared Kenneth A. Flatto, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged himself/herself to be the First Selectman of **Town of Fairfield**, and that (s)he, as such officer, being authorized so to do, executed the foregoing instrument as the free act and deed of said Town of Fairfield for the purposes contained therein by signing the name of the Town of Fairfield by himself/herself as such officer.

In witness whereof, I hereunto set my hand.

[Affix Notarial Seal]

[Signature]  
Commissioner of the Superior Court  
Notary Public / My Commission Expires:

STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

) ss. Hartford

On this the 28<sup>th</sup> day of September, 2007, before me, the undersigned officer, personally appeared Larry Kluetsch, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged himself to be the Secretary of **Greenfield Commons, Inc.**, and that he, as such officer, being authorized so to do, executed the foregoing instrument as the free act and deed of the corporation for the purposes contained therein by signing the name of the corporation by himself as such officer.

In witness whereof, I hereunto set my hand.

[Signature]  
Christina O. Morgan  
Commissioner of the Superior Court

9943\26\670750.2

RECEIVED FOR RECORD

SEP 28 2007

AT 3:33 P M.

ATTEST: [Signature]  
TOWN CLERK

EXECUTION COPY

GROUND LEASE AGREEMENT

This Land Lease Agreement (this "Lease") is made as of this 26th day of October, 2006 by and between the TOWN OF FAIRFIELD, a municipality within the County of Fairfield and State of Connecticut ("Landlord") and GREENFIELD COMMONS, INC., a Connecticut non-stock corporation ("Tenant").

WITNESSETH:

WHEREAS, by an Option to Lease Agreement dated as of June 11, 2003, by and between Landlord and Tenant (the "Option Agreement"), Landlord agreed to provide to Tenant an exclusive option to lease a certain piece of vacant land, situated at 580 Villa Avenue in the Town of Fairfield, County of Fairfield, State of Connecticut, as more fully described on Exhibit A attached hereto (the "Premises" or "Leased Premises"); and

WHEREAS, Tenant has elected to exercise said option and the parties have agreed that upon execution of this Lease, Tenant shall have the obligation to construct, operate, and maintain on the Premises an affordable senior living facility, in accordance with the provisions of Section 202 of the federal Housing Act of 1959, as amended ("Section 202") and in accordance with the terms set forth herein (the "Project"), said Project to consist of approximately ten (10) units for residents sixty-two years or older.

NOW THEREFORE, in consideration of these presents, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to this Lease on the terms and conditions set forth herein.

PROVISIONS OF AGREEMENT:

Section 1. Leased Premises.

Landlord, in consideration of the rents and covenants hereinafter mentioned, does hereby demise and lease unto Tenant the Premises for Tenant's use constructing and managing the Project.

Section 2. Term. The duration of this Lease shall be for a period of seventy-five (75) years, commencing on the date set forth above (the "Commencement Date"). In the event that this Lease commences on a day other than the first day of the

month, Tenant shall reimburse Landlord for the Additional Rent (as hereinafter defined) based on the partial month occupied.

Section 3. Rent.

A. Base Rent. Tenant shall pay to Landlord One Dollar (\$1.00) per year base rent ("Base Rent") for the Premises, payable in full, in advance, upon execution of this Lease, the sufficiency and receipt of which Landlord hereby acknowledges.

B. Additional Rent. Except as otherwise expressly set forth herein, Tenant shall be solely responsible for, and shall pay, all costs, expenses, and obligations of every kind and nature whatsoever arising from or relating to Tenant's use and occupancy of the Leased Premises and its use and operation by Tenant, which may arise or become due during the Term of this Lease, Without in any manner limiting the foregoing, Tenant shall pay to Landlord, as items of Additional Rent for said Leased Premises, the following costs and expenses:

(i) During the Term of the Lease, Tenant shall pay all Taxes concerning or relating to the land comprising the Leased Premises and Tenant's use and operation thereof. The term "Taxes" shall mean all taxes and assessments, general and special, ordinary and extraordinary, which shall or may, during the Term be assessed, levied, charged or imposed upon the Leased Premises or improvements thereon constructed by Tenant or the possession, operation, management, maintenance, alteration, use or occupancy by Tenant of the Leased Premises, or are levied or imposed upon Tenant's equipment, fixtures and other personal property located in or about the Leased Premises, or on or against the cost of any improvements made in or to the Leased Premises by or for Tenant, including without limitation any gross receipts tax or excise tax. Landlord shall provide Tenant with (or Tenant shall, at its option, arrange to receive directly from the taxing authority) copies of the various tax bills, and Tenant shall pay all such Taxes not later than the date on which such Taxes are due. In the event any Taxes or other impositions may be payable in installments, Tenant shall have the right to pay the same as such installments fall due.

For any fraction of a tax year at the beginning or end of the Term, Tenant's obligation shall be prorated as of the commencement or end of the Lease Term. For any such fraction of a tax year at the beginning of said Term, Tenant agrees to reimburse Landlord for its portion of such Taxes within thirty (30) days after presentation to Tenant of receipted copies of the bills covering the same. For any such fraction of a tax year at the end of the Term, or any extension thereof, Landlord agrees to

reimburse Tenant for Landlord's portion of such Taxes within thirty (30) days after presentation to Landlord of receipted copies of the bills. Landlord will timely forward to Tenant copies of all tax notices for the Leased Premises, including the initial tax assessment and all tax notices, wherein an increase is made to the real estate tax assessment of the Leased Premises such that Tenant is able to timely contest any re-assessment.

Tenant shall have the right, at its own cost and expense, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of Taxes assessed to or levied upon the Leased Premises and, if required by law, Tenant may take such action in the name of Landlord who shall cooperate with Tenant to such extent as Tenant may reasonably require, including, without limitation, the execution of documents. Landlord shall have the right to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement or otherwise contesting the validity or amount of Taxes assessed to or levied upon the Leased Premises if such proceeding shall in whole or in part pertain or relate to any period of time prior to or subsequent to the expiration or termination of this Lease.

(ii) Tenant shall promptly pay all utility bills, and all other charges and assessments against the Leased Premises related to or arising out of Tenant's use thereof, ordinary or extraordinary, including electricity, gas, rubbish removal, telephone, sanitary or storm sewer charges or assessments, and water rents. Tenant shall contract directly with all utility and service providers for the Premises and Tenant shall timely pay such providers directly for all utility services. Landlord shall under no circumstances be liable to Tenant in damages or otherwise for any interruption in service of any utilities and services, and the same shall not constitute an eviction (constructive or otherwise) of Tenant. Tenant shall make arrangements directly with a rubbish and waste disposal company for waste removal services in and to the Premises as may be desired by Tenant or required by law. Tenant shall pay the entire cost of such rubbish and waste removal service directly to the provider of such service. Tenant shall be responsible for bringing water, electricity, gas, sewer and any other utility lines required for the Project from the property line to any structure constructed by Tenant on the Leased Premises.

(iii) Tenant shall pay for and obtain all permits, licenses and approvals necessary for the occupancy, use, construction, improvement and/or maintenance of the Project.

To the extent that any and all Taxes, or lienable utilities, permits, fees, assessments and the like, as set forth hereinabove

and required to be paid by Tenant are not paid, and the same become charges and/or liens or claims against the fee interest underlying the Premises or liens or claims against the leasehold estate created hereunder, then in such event Landlord shall have the right (but not the obligation) to pay, satisfy and discharge any such obligations of Tenant, upon thirty (30) days prior written notice to Tenant, and Tenant shall remain liable to and be obligated to repay Landlord the amount so advanced, together with interest thereon at the Prime Rate as published from time to time in the Wall Street Journal, or if it ceases to be published, the New York Times, plus two percent (2%) per annum, and payable as Additional Rent due hereunder under the same terms and conditions as set forth hereinabove.

Section 4. Tenant's Work.

A. Tenant shall cause to be prepared, at Tenant's sole cost and expense, and submitted to Landlord for Landlord's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed), all necessary plans, drawings and specifications (the "Drawings and Specifications") describing the work to be completed by Tenant for the construction of the Project; such Drawings and Specifications to be substantially consistent with the items described in the site plan attached as Exhibit "B" hereto. The Drawings and Specifications, as approved in writing by Landlord, are herein collectively called the "Tenant's Plans". The work described in Tenant's Plans and all other work and improvements to be constructed by Tenant in connection with the Project, is hereinafter collectively called "Tenant's Work" and shall be performed by Tenant or its contractors at Tenant's sole cost and expense. Tenant shall not commence Tenant's Work until Landlord, through its First Selectman or designee, has approved Tenant's Plans in writing. Upon Landlord's approval of Tenant's Plans, Tenant shall commence Tenant's Work and shall diligently proceed, to complete such work and make all improvements to and install in the Leased Premises all fixtures and other equipment which may be necessary or proper in the operation of the Project. All risk of loss in and to the parking areas, lighting (including bases, poles, fixtures and bulbs), fixtures, buildings and any other improvements constructed by Tenant on the Leased Premises shall remain with Tenant, and all damage thereto shall be promptly repaired and restored by Tenant. All of Tenant's contractors constructing or installing Tenant's Work shall maintain in effect comprehensive general liability insurance in scope and amounts reasonably acceptable to Landlord and comparable to that provided by contractors working in the Town on projects of comparable size and scope, and shall name Landlord as an additional insured. Tenant shall provide Landlord with written evidence of all

contractors' insurance prior to the commencement of Tenant's Work.

B. Tenant's Work shall be performed and completed by Tenant and its contractors in a good and workmanlike manner and in accordance with all applicable permits, authorizations, laws, ordinances, orders, regulations and requirements of all governmental authorities having jurisdiction over the same. Tenant shall cause Tenant's Work to be constructed and installed in accordance with Tenant's Plans; provided, however, that Tenant may make substitutions of materials or components of Tenant's Work of equivalent grade and quality and make modifications to Tenant's Work and/or to Tenant's Plans to the extent reasonably necessary to comply with the terms and provisions of governmental laws, ordinances, rules, regulations and with utility company requirements. Landlord's consent shall not be required for substitution of materials which are of equivalent grade and quality; provided, that Tenant shall provide Landlord with prior written notice of such substitution of materials (including the original specified material and the proposed substitution material of equivalent grade and quality), and Landlord shall have a period of two (2) days after receipt of such notice to object on the basis that such materials are not of equivalent grade and quality. Upon termination of this Lease, ownership of all of Tenant's Work shall transfer to Landlord and shall remain on the Premises.

Section 5. Use of the Leased Premises.

Use. Tenant shall use the Leased Premises only for the construction, operation and management of the Project and for no other use or purpose without Landlord's prior written consent.

Section 6. Reserved.

Section 7. Additional Tenant Obligations. Tenant shall:

A. Not cause or permit any person on the Leased Premises to destroy, deface, damage, impair or remove any part of the Leased Premises or the facilities, lighting, buildings equipment or appurtenances thereto, except as necessary or reasonable in connection with the construction, operation, and management of the Project.

B. Not cause or permit liens of any kind (whether for materials, wages, labor or services) to be placed against the Leased Premises in connection with any work done by or for Tenant. If any such liens are filed, with or without Tenant's knowledge, Tenant shall immediately, at Tenant's sole cost and



expense, take whatever action is necessary to cause such liens to be satisfied and discharged. Tenant shall obtain and file appropriate lien waivers and/or subordinations prior to the commencement of any work in the Leased Premises. Nothing herein is intended to prevent Tenant from contesting a lien, provided that Tenant shall diligently and continuously proceed to contest any such lien.

C. Not permit any notice of violation to issue and remain uncorrected from the appropriate regulatory agencies having jurisdiction thereover with regard to the operation of the Leased Premises.

Section 8. Maintenance and Repairs.

A. Tenant's Maintenance and Repair Obligations. At its sole cost and expense, Tenant shall at all times maintain all improvements installed by or for Tenant on the Leased Premises in a neat, clean and in good order and repair, including all but not limited to all paved surfaces, sidewalks, curbs, gates, booths, lighting (including bases, poles, fixtures and bulbs), equipment, landscaping, and all fixtures, appliances and facilities installed by or for Tenant, and Tenant shall be responsible for all replacement of and/or repairs thereof. Tenant shall keep and maintain the sidewalks and the parking area on the Leased Premises in good condition and free and clear of all snow, ice, and debris to the extent required by law. Tenant shall maintain, at its sole cost and expense, a facility for the disposal of trash on the Premises. Tenant shall place, maintain, and regularly empty trashcans and receptacles in the parking lot of the Leased Premises. All maintenance, repairs and replacements by Tenant shall be made in a workmanlike manner of a quality comparable to facilities of its type in the Town. Tenant shall keep the Leased Premises secured at all times. Landlord shall not be responsible to keep or maintain or repair or replace any of the improvements, lighting (including bases, poles, fixtures and bulbs), fixtures or equipment constructed or installed by or on behalf of Tenant on the Leased Premises, and Landlord shall be responsible for the maintenance and repair only of items or improvements constructed or placed upon the Leased premises by or on behalf of Landlord.

B. Failure by Tenant. In the event that Tenant fails to maintain the Leased Premises in good order, condition and repair, Landlord may give written notice to Tenant to perform the work that is reasonably required to remedy the situation. If Tenant fails to commence such work within thirty (30) days following the receipt of notice and fails to diligently prosecute the same to completion, Landlord shall have the right (but shall not be

obligated or required) to enter the Leased Premises and to perform such work at the expense of Tenant. Tenant shall reimburse Landlord its reasonable costs and expenses within thirty (30) days following receipt of an invoice from the party completing the work, and such expenses shall be due and payable as Additional Rent hereunder.

C. Emergency Repairs. Notwithstanding the provisions of Section 8.B., whenever emergency repairs are required to preserve the Leased Premises or the safety of persons or property and Tenant fails promptly to effect such repairs, Landlord may undertake such repairs without prior notice to Tenant provided notice to Tenant would not have been practical in light of the then-prevailing emergency situation. Landlord shall give Tenant notice of such emergency repairs promptly after completing them. Tenant shall reimburse Landlord its reasonable costs and expenses within thirty (30) days following receipt of an invoice from the party completing the work, and such expenses shall be due and payable as Additional Rent hereunder.

D. Disclaimer of Liability. Landlord shall not be responsible or liable for any maintenance or repair to the Project unless necessitated by the gross negligence of Landlord, its agents, employees, or contractors. This Lease shall not be affected and there will be no diminution or abatement of Rent or other payments and no constructive eviction shall be claimed or allowed because of the interruption or curtailment of any services or utilities in or to the Leased Premises, unless caused by the gross negligence of Landlord, its agents, employees or contractors.

#### Section 9. Alterations; Additions; Signs.

A. Except for Tenant's Work, Tenant shall not make any material structural alterations, additions or changes in the Leased Premises without the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

All of Tenant's Work, and all additional work performed by Tenant requiring Landlord's approval pursuant to this Section 9, shall be completed at Tenant's cost and in a workmanlike manner in accordance with all governmental laws, orders, regulations, ordinances and permits and, to the extent required, Landlord's approval. Such work shall be carried on by responsible contractors who will, prior to commencement of work, submit proof of insurance coverage, satisfactory to Landlord in its reasonable discretion, naming Landlord as an additional insured.

B. Following completion of Tenant's Work, and any further alterations, additions or improvements by Tenant, Tenant shall furnish Landlord with current plans and specifications reflecting such alterations, additions and improvements, or, in the alternative, with a certification from Tenant and its general contractor that the improvements to the Leased Premises have been constructed substantially in accordance with the final approved Tenant's Plans.

C. Tenant expressly acknowledges and agrees that Landlord does not make and has made no representations or warranties of any kind with regard to the availability of exterior signs for the Leased Premises. With respect to any signs, Tenant shall provide Landlord with written notice as to the type, lighting, design, location and structure of any signs, all of which shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord hereby consents to and approves the type and location of Tenant's exterior signage as shown on Exhibit "C" attached hereto and made a part hereof. Tenant further expressly covenants and agrees that any and all exterior signs, if approved in writing by Landlord, shall be erected and properly maintained by Tenant at Tenant's sole cost and expense, and shall comply with all local, state and federal laws, ordinances and regulations.

Section 10. Condition of Premises. Landlord does not make any representation or warranty, express or implied, of any kind or nature with respect to the Leased Premises or the condition thereof, and Tenant hereby accepts the Leased Premises in its current, "as is" condition.

Section 11. Insurance; Indemnity.

A. Disclaimer of Liability: Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising solely out of Tenant's construction, maintenance, repair, use, operation of the Project or the condition of the Premises, unless caused by the gross negligence of Landlord, its agents, employees or contractors.

B. Indemnification: Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

(i) Any and all liability, obligation, damages, penalties, claims, liens,

costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance of the Project, Tenant's use of the Premises or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

(ii) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance of the Project or Tenant's use of the Premises, and, upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within ninety (90) days following such request (or such longer period of time as shall be reasonably required as long as Tenant is diligently pursuing its discharge or removal or bonding over).

B. Assumption of Risk: Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Premises.

C. Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same with legal counsel mutually selected by Tenant and Landlord; provided however, that Tenant shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Landlord and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

D. Notice, Cooperation and Expenses: Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel, provided that Landlord shall pay counsel fees for any attorney independently engaged by it in the defense of these actions.

If Tenant requests Landlord to assist it in such defense then Tenant shall pay all expenses incurred by Landlord in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings.

E. Insurance: During the term of this Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

(i) Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

(ii) Comprehensive commercial general liability insurance with minimum limits of One Million Dollars (1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage.

(iii) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.

(iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

F. Named Insureds: All policies, except for worker's compensation policies, shall name Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents

and contractors, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

G. Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Landlord annually during the term of the Lease. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

H. Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease shall contain, if available at no additional cost to Tenant, the following endorsement:

"At least sixty (60) days prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the Lease."

I. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Connecticut or surplus line carriers on the State of Connecticut Insurance Commissioner's approved list of companies qualified to do business in State of Connecticut. All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company.

J. Deductibles: All insurance policies may be written with deductibles, not to exceed \$50,000 unless approved in advance by Landlord. Tenant agrees to indemnify and save harmless Landlord, the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

Section 12. Environmental Compliance.

A. Tenant's Environmental Covenants . Tenant agrees that with respect to environmental matters it shall:

- (i) Comply with all Environmental Laws applicable to Tenant relative to the Demised Premises, the Project, and Tenant's use of the Demised Premises; and
- (ii) Provide Landlord with copies of all forms, notices and other information received by or on behalf of Landlord concerning any releases, spills or other incidents relating to Hazardous Materials or any violations of Environmental Laws at or relating to the Demised Premises when and as supplied to any government agency.

B. Landlord's Environmental Covenants . Landlord agrees that with respect to environmental matters it shall:

(i) Be responsible for the removal and/or remediation of any Hazardous Materials on the Demised Premises unless caused by Tenant or Tenant's subtenants, agents, or employees; and

(ii) Provide Tenant with copies of all forms, notices and other information received by or on behalf of Landlord concerning any releases, spills or other incidents relating to Hazardous Materials or any violations of Environmental Laws at or related to the Demised Premises when and as supplied to any governmental agency.

C. Tenant's Environmental Indemnity . Tenant covenants and agrees to indemnify, defend and hold Landlord free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses (including reasonable attorneys' fees and expenses) which may at any time be imposed upon, reasonably incurred by or asserted or awarded against Landlord in connection with or arising from:

(i) any Hazardous Materials which are first placed on, in, or under all or any portion of the Demised Premises during the Term as a result of Tenant's activities; or

(ii) any violation of any Environmental Laws by Tenant at or relating to the Demised Premises which is not a condition existing prior to the Commencement Date.

D. Landlord's Environmental Indemnity. Landlord covenants and agrees to indemnify, defend and hold Tenant free and harmless from and against any and all losses, liabilities,

penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses (including reasonable attorneys' fees and expenses) which may at any time be imposed upon, reasonably incurred by or asserted or awarded against Tenant or an affiliate of Tenant in connection with or arising from:

(i) the existence of any Hazardous Materials on the Demised Premises (excluding those first placed on, in or under all or any portion of the Demised Premises during the Term as a result of Tenant's activities); or

(ii) any violation of any Environmental Laws by Landlord at or relating to the Demised Premises.

E. Survival. The agreements, representations and warranties of Landlord and Tenant respectively in this Section shall survive the expiration or early termination of this Lease.

F. Definitions. For purposes of this section, the following terms shall have the meanings set forth:

"Environmental Laws" means any present or future federal, state or local law, ordinance, rule, regulation, permit, license or binding determination of any governmental authority relating to, imposing liability or standards concerning, or otherwise addressing the environment, health or safety, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. ("TOSCA"); the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the Clean Water Act, 33 U.S.C. Section 1251 et seq. and any so-called "Superfund" or "Superlien" law; and the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq. ("OSHA"), as each is from time to time amended and hereafter in effect.

"Hazardous Materials" means:

(a) "hazardous substances" as defined by CERCLA;

(b) "hazardous wastes," as defined by RCRA;

(c) any hazardous, dangerous or toxic chemical, waste, pollutant, contaminant or substance ("pollutant") within the meaning of any Environmental Law prohibiting, limited or otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling,



storage, treatment, reuse, presence, disposal or recycling of such pollutant;

(d) petroleum crude oil or fraction thereof;

(e) any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. Section 2011 et seq. and amendments thereto and reauthorizations thereof;

(f) asbestos-containing materials in any form or condition; or

(g) polychlorinated biphenyls in any form or condition.

### Section 13. Casualty.

If the Leased Premises (or any part thereof) shall be damaged or destroyed by fire or other casualty, Tenant shall as soon as reasonably practicable commence and repair and/or rebuild the same to a condition comparable to that which existed prior to such fire or other casualty, with reasonable diligence. Notwithstanding the foregoing, in the event a leasehold mortgage lender having a mortgage on the Premises requires insurance proceeds to be otherwise applied or distributed, this provision shall not apply.

### Section 14. Assignment; Subletting.

A. This Lease and the term and estate hereby granted may, at any time and from time to time, be freely assigned, mortgaged, pledged, encumbered or otherwise transferred by Tenant. In case of any assignment to an assignee who shall assume and agree to perform all of the conditions and covenants on the part of Tenant to be performed hereunder, Tenant shall be fully released and discharged from all obligations thereafter arising under this lease. Tenant may freely lease or sublet all or any part of the Premises at any time upon such terms and conditions as Tenant may determine and as is required by Section 202. Notwithstanding the foregoing, Tenant shall not assign its interest in this Lease (other than in connection with leasehold mortgage financing) until (i) completion of the Project, as evidenced by the issuance of a certificate of completion for all units in the Project, and (ii) Landlord has consented in writing, which consent shall not be unreasonably withheld.

B. In case Tenant shall mortgage or pledge all or any part of the leasehold estate or the interest of Tenant hereunder and

either Tenant or the pledgee or the mortgagee shall give notice of the mortgage or pledge to Landlord, then:

(i) the mortgagee or pledgee shall have the right to perform any covenant or condition on the part of Tenant to be performed under this lease, with the same force and effect as if the same shall have been performed by Tenant;

(ii) no notice, whether of default or otherwise, required or permitted to be given to Tenant under this Lease shall be of any force or effect, unless such notice shall be given simultaneously to such mortgagee or pledgee;

(iii) in case of a default on the part of Tenant and in performing any one or more of the covenants or conditions of this Lease on the part of Tenant to be performed (other than a covenant for the payment of money), Landlord shall not, as against any such mortgagee or pledgee, have the right to terminate this Lease if such mortgagee or pledgee shall give notice to Landlord that it agrees, with reasonable diligence, to cure such default and, if required, to bring such action (including an action of foreclosure) as may be required to enable such mortgagee or pledgee to obtain possession of the Premises and to cure such default;

(iv) in case the estate and term of Tenant under this Lease shall be terminated by reason of any default on the part of Tenant or by reason of Tenant's bankruptcy or insolvency, any such mortgagee or pledgee shall have the right, within thirty (30) days after it shall have received notice of such termination, to give notice to Landlord of its intention to cure such default other extent possible, and to make and enter into a new lease in respect of the Premises for the term which would have constituted the balance of the term of this lease; and, if such notice shall be given, Landlord agrees that it will lease the Premises to such mortgagee or pledgee for the period commencing on the date on which Landlord shall deliver possession of the Premises to such mortgagee or pledgee and continuing for the period which would have constituted the balance of the term hereof, all upon the same terms and conditions as are set forth in this lease.

Section 15. Representations and warranties.

A. Landlord's Representations and Warranties. Landlord hereby represents and warrants to Tenant that:

(i) Landlord owns fee simple, good and marketable title to the Premises, free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, occupancies

or agreements and other matters affecting title, ("Permitted Encumbrances") listed on Exhibit A.

(ii) Landlord has full right, power and authority to make, execute, deliver and perform its obligations under this Lease. Landlord has obtained and received all required and necessary consents and approvals to enter into this Lease with Tenant. The entry by Landlord into this Lease with Tenant and the performance of all of the terms, provisions and conditions contained herein does not and will not violate or cause a breach or default under any agreement or obligation to which Landlord is a party or by which it is bound.

(iii) There are no tenants, lessees or other occupants of the Demised Premises having any right or claim to possession or use of the Demised Premises.

(iv) There are no unpaid special assessments of which Landlord has received notice for sewer, sidewalk, water, paving, gas, electrical or utility improvements or other capital expenditures, matured or unmatured, affecting the Demised Premises.

(v) Landlord is not obligated under any contract, lease or agreement, oral or written, with respect to the ownership, use, operation, management, maintenance, lease, sale or financing of the Demised Premises.

(vi) No representation, statement or warranty by Landlord contained in this Lease or in any exhibit attached hereto contains or will contain any untrue statement or omits a material fact necessary to make the statement of fact therein recited not misleading.

(vii) To the best of Landlord's knowledge, there is no action, suit, litigation or proceeding pending or, to Landlord's knowledge, threatened against Landlord which could prevent or impair Landlord's entry into this Lease and/or performance of its obligations hereunder.

(viii) Landlord has not received any written notice from any governmental authority claiming any violation of any Environmental Laws and Landlord is not aware of any Hazardous Materials located on or under the Premises.. For these purposes the terms "Hazardous Materials" and "Environmental Laws" have the meanings set forth in Section 12.F. of this Lease.

(ix) The person signing this Lease on behalf of Landlord is duly and validly authorized to do so.

B. Tenant's Representations and Warranties. Tenant hereby warrants and represents to Landlord that:

(i) Tenant is a duly organized, lawfully existing limited liability company and Tenant is in existence under the laws of the State of Connecticut.

(ii) Tenant has the full right, power and authority to make, execute, deliver and perform its obligations under this Lease.

(iii) Tenant's execution and delivery of this Lease has been authorized by all requisite company action on the part of Tenant and its constituent parts, and the execution and delivery of this Lease by Tenant and the performance of its obligations hereunder will not violate or contravene any agreement or obligation to which Tenant is a party or by which it is bound.

(iv) There is no action, suit, litigation or proceeding pending or, to Tenant's knowledge, threatened against Tenant or any Tenant affiliate which could prevent or impair Tenant's entry into this Lease and/or performance of its obligations hereunder.

(v) The persons signing this Lease on behalf of Tenant are duly and validly authorized to do so.

Section 16. Tenant's Default.

A. Events of Default. Any one or more of the following shall constitute an "Event of Default" under this Lease:

(i) Failure by Tenant to pay any installment of Additional Rent or any other sum provided for under this Lease when due where such failure continues for a period of thirty (30) days after written notice from Landlord; provided, however, that Landlord shall not be required to give written notice hereunder more than three times in any twelve month period.

(ii) Failure by Tenant to perform or observe any other covenant or condition contained in this Lease which failure shall continue for a period of thirty (30) days after delivery of written notice of such failure by Landlord to Tenant; provided, however, that if Tenant's obligation is of such nature that more than thirty (30) days is required for its performance, then Tenant shall not be deemed to be in default hereunder if Tenant shall commence such performance within said thirty (30) day period and shall thereafter proceed diligently to prosecute the same to completion.

(ii) Failure by Tenant to pay or reimburse any of Landlord's expenses required to be paid or reimbursed by Tenant pursuant to this Lease after receiving written notice of such failure from Landlord and failing to cure such default by the making of payment within thirty (30) days after the date of receipt of such notice.

B. Lease Termination. In the event that Tenant commits or allows an Event of Default to occur, Landlord may terminate this Lease, subject to applicable notice and cure periods. Tenant shall, however, immediately thereupon surrender quiet and peaceable possession of the Leased Premises to Landlord. Landlord may also assert and exercise any other rights and remedies herein set forth on behalf of Landlord or available at law or in equity. All of Landlord's remedies herein set forth (or provided by law or in equity) shall be cumulative and not exclusive.

Section 18. Quiet Enjoyment. Landlord represents and warrants that so long as Tenant shall perform all of Tenant's covenants and obligations hereunder, Tenant shall have and enjoy quiet and peaceable possession of the Leased Premises without hindrance by Landlord or others claiming by, through or under Landlord.

Section 19. Subordination; Estoppel.

A. Landlord shall have no right to subject the Premises to a fee mortgage. In the event a mortgage in the fee interest is deemed to attach to the Leased premises, any such mortgage shall automatically be subordinate to this Lease and to the estate hereby created, and to current and future mortgages placed on the Leased Premises by Tenant, its successors or assigns.

B. Each party agrees, at any time and from time to time, as requested by the other party, upon not less than ten (10) days' prior notice, to execute and deliver to the other a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), certifying the dates to which the fixed rent and additional rent (including reimbursements) have been paid, and stating whether or not, to the best knowledge of the signer, the other party is in default in performance of any of its obligations under this lease, and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the party requesting such certificate may be dealing.

Section 20. Waiver of Non-Performance. Failure of either party to exercise any of its rights hereunder upon any defective performance or non-performance by the other party of any condition, covenant or provision herein contained shall not be construed as a waiver thereof, nor shall any waiver of such defective performance or non-performance of any such condition, covenant or provision by such party be construed as a waiver of the rights of that party as to any subsequent defective performance or non-performance by the other party hereunder.

Section 21. Entire Contract. This Lease constitutes the entire agreement between the parties hereto with respect to the Leased Premises and there are no understandings, promises, representations or warranties, oral or written, relating to this Lease that exist or bind any of the parties hereto, their respective heirs, executors, administrators, successors or assigns, except as set forth herein. No amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

Section 22. Applicable Law. It is mutually understood and agreed that this Lease shall be interpreted in accordance with the laws of the State of Connecticut, without regard to principles of conflict of laws, and further, the parties agree that no presumption shall be deemed to exist in favor of or against either party hereto as a result of the preparation or negotiation of this Lease.

Section 23. Severability. If any particular term, covenant or provision of this Lease shall be determined to be invalid and unenforceable, the same shall not affect the remaining provisions of this Lease, which shall nevertheless remain in full force and effect.

Section 24. Waiver and Release of Claims. Landlord and Landlord's agents, consultants, representatives, partners, servants and employees shall not be liable for, and Tenant hereby releases and relieves Landlord, its agents, consultants, representatives, partners, servants and employees from all liability in connection with, any and all loss of life, personal injury, damage to or loss of property, or loss or interruption of business occurring to Tenant, its agents, consultants, representatives, servants, employees, invitees, licensees, visitors, or any other person, firm, corporation or entity, in or about or arising out of, in or upon the Leased Premises.

Section 25. Exoneration. It is covenanted and agreed that no personal liability or responsibility is assumed by nor shall any such liability or responsibility at any time be

asserted or enforceable against Landlord or any Town Official of Landlord, or the successors or assigns of the foregoing, on account of any covenant, undertaking or agreement in this Lease contained, all such personal liability and responsibility, if any, being expressly waived and released, it being understood that Tenant shall look solely to the equity of Landlord in the Leased Premises for satisfaction of any proven damage of Tenant in the event of a breach by Landlord hereunder.

Section 26. Unavoidable Delay. If either party hereto shall be delayed or hindered in or prevented from performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Lease, the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 27. Surrender. On the last day of the term of this Lease or upon any earlier termination of this lease, Tenant shall quit and surrender the Leased Premises to Landlord in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this lease, and Tenant shall remove all of Tenant's property therefrom except as otherwise expressly provided in this lease. Tenant shall not be obligated, at or before quitting and surrendering the Leased Premises, to restore the Leased Premises or any part thereof to the state or condition of the Leased Premises or of any such part existing at any time prior to the commencement of this lease, except to effect such removals and repairs as Tenant is obligated to perform pursuant to the provisions of this Lease, which obligations shall survive the expiration or earlier termination of this lease.

Section 28. Memorandum of Lease. Tenant or Landlord may record a Memorandum of this Lease outlining the length of the Term and any other terms of this Lease and being in form and substance acceptable to each party in its reasonable discretion.

Section 29. Reserved.

Section 30. Section 202 Provisions. Notwithstanding any other provisions of this Lease, if and so long as the Leased Premises is subject to a Section 202 Mortgage held by the Secretary of Housing and Urban Development (HUD), or given to the Secretary of HUD in connection with a resale, or the Leased Premises are acquired and held by him because of a default under said mortgage:

A. Tenant is authorized to obtain a Section 202 Capital Advance from the Secretary of HUD, secured by a mortgage on the Leased Premises. Tenant is further authorized to execute a mortgage on the Demised Premises and otherwise to comply with the requirements of HUD for obtaining a mortgage.

B. Unless this provision is waived by the Secretary of HUD in writing, the Secretary of HUD, or his successors in office, shall have the option in the event that he or his successor in office shall acquire title to the Leased Premises, to purchase good and marketable fee title to the Leased Premises, free of all liens and encumbrances except such as may be waived or accepted by him or his successor in office, within twelve (12) months after so acquiring the Leased Premises, for the sum of \$\_\_\_\_\_ payable in cash or by certified or U.S. Treasury check, provided all rents are paid to date of transfer of title, upon first giving sixty (60) days written notice to Landlord or other person or corporation who may then be the owner of the fee, and the owner of the fee shall thereupon execute and deliver to the Secretary, or his successor in office, a deed of conveyance to the Leased Premises, containing a covenant against such grantor's acts, but excepting therefrom such acts of Landlord and those claiming by through or under the holder of the Leased Premises. Nothing in this option shall require Landlord to pay any taxes or assessments which were due and payable by Tenant. [HUD waiver letter attached as Exhibit C]

C. If approved by the Secretary of HUD, Tenant may assign, transfer or sell its interest in the Leased Premises.

D. (i) Insurance policies shall be in an amount, and by such companies, and in such form, and against such risks and hazards, as shall be required by the mortgagee and/or the Secretary of HUD.

(ii) Landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by Tenant to HUD. Landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be.

E. (i) If all or any part of the Leased Premises shall be taken by condemnation, that portion of any award attributable to the Project, or damage to the Project, shall be paid to the mortgagee or otherwise disposed of as may be provided in the mortgage. Any portion of the award attributable solely to the taking of the land shall be paid to Landlord. After the date of taking, the annual ground rent shall be reduced ratably by the



proportion which the award paid to Landlord bears to the total value of the land as established by the amount the Secretary of Housing and Urban Development would be required to pay upon acquisition of the fee.

(ii) In the event of a negotiated sale of all or any portion of the Leased Premises in lieu of condemnation, the proceeds shall be distributed and ground rents reduced as provided in cases of condemnation, but the approval of the Secretary of HUD shall be required as to the amount and division of the payment to be received.

F. Landlord agrees that, within ten (10) days after receipt of written request from Tenant, it will join in any authorizations required by any governmental or other body claiming jurisdiction in connection with any work which Tenant may do hereunder, and will also join in any grants for easements for electric, telephone, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the Leased Premises or of any improvements that may be erected thereon, and if at the expiration of such ten (10) day's period, Landlord shall not have joined in any such application, or grants for easements, Tenant shall have the right to execute such application and grants in the name of Landlord, and, for that purpose, Landlord hereby irrevocably appoints Tenant as its Attorney-in-fact to execute such papers on behalf of Landlord.

G. Nothing in this Lease contained shall require Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax, or any other tax, assessment, charge or levy upon the rent payable by Landlord under this Lease.

H. Upon any default under this Lease which authorizes the cancellation thereof by Landlord, Landlord shall give notice to the secretary of HUD, and the Secretary of HUD, his successors and assigns, shall have the right any time within six (6) months from the date of such notice to correct the default and reinstate this Lease unless Landlord has first terminated this Lease as provided herein.

At any time after two (2) months from the date a notice of default is given to the Secretary of HUD, Landlord may elect to terminate this Lease and acquire possession of the Leased Premises. Upon acquiring possession of the Leased Premises, Landlord shall notify the Secretary. The Secretary shall have six (6) months from the date of such notice of acquisition to elect to take a new lease on the Leased Premises. Such new lease

shall have a term equal to the unexpired portion of the term of this Lease and shall be on the same terms and conditions as contained in this Lease, except that the Secretary's liability for ground rent shall not extend beyond his occupancy under such lease. Landlord shall tender such new lease to the Secretary within thirty (30) days after a request for such lease and shall deliver possession of the Leased Premises immediately upon execution of the new lease. Upon executing a new lease, the Secretary shall pay to Landlord any unpaid ground rentals due or that would have become due under this Lease to the date of execution of the new lease, including any taxes which were liens on the Leased Premises and which were paid by Landlord, less any net rentals or other income which Landlord may have received on account of the Leased Premises since the date of default under this Lease.

I. All notices, demands and requests which are required to be given by Landlord, Tenant, or the Secretary shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to:

U.S. Department of Housing and Urban Development  
Director, CT Multifamily Program  
Connecticut State Office  
One Corporate Center  
19<sup>th</sup> Floor  
Hartford, CT 06103-3220

unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

J. This Lease shall not be modified without the consent of the Secretary of Housing and Urban Development.

Section 31. Compliance With Laws and Ordinances. Tenant agrees that it will, at its sole cost and expense, promptly fulfill and comply with all laws, ordinances, regulations and requirements of the city, county, state and federal governments and any and all departments thereof having jurisdiction over the Leased Premises and/or Tenant's use or operation thereof.

Section 32. Waiver of Trial by Jury. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury (unless such waiver would preclude a right to counterclaim) in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damages) on any matters whatsoever arising out of or in any way connected with this Lease.

Section 33. Notices. All notices, requests, demands and other communications required or permitted under this Lease (each, a "Notice") shall be in writing, signed by or on behalf of the party giving Notice and shall be deemed to have been given as follows: (a) if personally delivered: on the date of actual delivery to Landlord or to Tenant or any person in charge of Tenant's office in the Leased Premises; or (b) if mailed or delivered by overnight courier: on the date upon which any Notice shall have been received as shown by certified or registered return (or overnight delivery company) receipts. The following addresses shall be used for the foregoing purposes:

To Landlord:

Town of Fairfield  
Independence Hall  
725 Old Post Road  
Fairfield, CT 06430  
Attention: Kenneth A. Flatto  
First Selectman

With a copy to:

Richard H. Saxl, Esq.  
Town Attorney  
Town of Fairfield  
PO Box 5042  
Westport, CT 06881

To Tenant:

c/o Mutual Housing Association of Southwestern Connecticut,  
Inc.  
63 Stillwater Avenue  
Stamford, CT 06901  
Attention: Larry Kluetsch, Executive Director

With a copy to:

Christine Owens Morgan  
Wiggin and Dana LLP  
One Century Tower  
P.O. Box 1832  
New Haven, CT 06508-1832

provided, however, that either party hereto may change its address for such purposes from time to time by giving written Notice of such changed address to the other party.

If Notice is given by certified or registered mail and the same is returned by the U.S. Postal Service marked "Refused" or "Unclaimed", service shall be deemed to have been given on the first business day following the date of mailing the same.

Section 34. Headings. The Headings in this Lease are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Lease or any provision hereof.

Section 35. Binding Effect.

Binding upon All Parties and Others. After this Lease shall have been fully signed by all parties and delivered by Landlord to Tenant, the same shall be binding upon the said parties and upon their respective heirs, executors, administrators, successors and assigns.

Section 36. Exhibits and Schedules. All schedules and exhibits attached to this Lease shall be incorporated herein as if set forth in full, including, without limitation, the following:

EXHIBIT A	LEGAL DESCRIPTION OF LEASED PREMISES
EXHIBIT B	DESCRIPTION OF TENANT'S WORK
EXHIBIT C	HUD WAIVER LETTER

[SIGNATURE PAGE FOLLOWS]

WITNESS the due execution of this Lease by duly qualified and authorized representatives of each party, in duplicate originals, as of the day and year first above written.

WITNESSES:

LANDLORD:  
TOWN OF FAIRFIELD

Jennifer S. Carpenter By: Kenneth A. Flatto  
Name: Kenneth A. Flatto  
Title: First Selectman  
Mark [Signature]

TENANT:  
GREENFIELD COMMONS, INC.

[Signature] By: [Signature]  
Name: Larry Kluetsch  
Title: Secretary, duly authorized  
[Signature]

0994311518785.4

EXHIBIT A  
LEGAL DESCRIPTION OF LEASED PREMISES

A certain parcel of land designated as Other Land of the Town of Fairfield on a map entitled "Subdivision Map of Owner Built Housing Project prepared for the Town of Fairfield, Fairfield, Connecticut dated June 28, 1988" and filed in the Town Clerk's Office as Map No. 5727.

BEGINNING AT A POINT on the north side of Villa Avenue and the east side of Greenfield Street, being the most southwesterly corner of the herein described parcel of land; all as depicted on the above referenced map;

THENCE PROCEEDING in a northwesterly direction along said easterly line of Greenfield Street along a line having a bearing of N 47° 09' 02" W for a distance of 102.61 feet;

THENCE PROCEEDING in a northeasterly direction along land designated as Lot 3 on said map along a line having a bearing of N 55° 47' 33" E for a distance of 61.00 feet;

THENCE PROCEEDING in a northwesterly direction along said lot, along a line having a bearing of N 34° 12' 27" W for a distance of 35.53 feet;

THENCE PROCEEDING in a northeasterly direction along land designated as Lots 1 and 2 on said map along a line having a bearing of N 55° 47' 33" E for a distance of 130.24 feet;

THENCE PROCEEDING in a southeasterly direction along land now or formerly owned by Deborah Ann Wilson along a line having a bearing of S 36° 26' 34" E for a distance of 135.63 feet;

THENCE PROCEEDING in a southwesterly direction along Villa Avenue along a line having a bearing of S 55° 47' 33" W for a distance of 173.54 feet to the point and place of beginning.

EXHIBIT B  
DESCRIPTION OF TENANT'S WORK

Tenant shall have the obligation to construct, operate, and maintain on the Premises an affordable senior living facility, in accordance with the provisions of Section 202 of the federal Housing Act of 1959, as amended and in accordance with the terms of the Lease, said Project to consist of approximately ten (10) units for residents sixty-two years or older.

EXHIBIT C  
HUD WAIVER LETTER

Aug-03-2006 13:26 From-

T-020 P.002/006 F-580



U.S. Department of Housing and Urban Development  
Suzanne C. Baran  
Director, CT Multifamily Program Center  
Connecticut State Office  
One Corporate Center  
19th Floor  
Hartford, Connecticut 06103-3220

New England

(860) 240-4800 fax: 240-4852

August 3, 2006

Mr. Larry Kluetsch  
Executive Director  
Mutual Housing Association  
Of Southwestern Connecticut  
63 Stillwater Avenue  
Stamford, CT 06902

SUBJECT: Waiver of Language in the Section 202 Lease Addendum  
Greenfield Commons  
Fairfield, CT  
Project No. 017-EE092

Dear Mr. Kluetsch:

This is in response to your letter dated May 3, 2006 requesting a waiver of the language in the Section 202 Lease Addendum, and an interpretation of the insurance limitations in Paragraph 4(b) of the Addendum for the subject project.

Your request to waive a provision in the Lease Addendum under which the Secretary of HUD would be able to purchase the fee in the event of default in the leasehold is granted, as well as, your request to modify the Addendum to require, in case of assignment, transfer or sale of the project owner's interest in the premises, the consent of the Town (Lessor) and that of HUD.

You also have asked for an interpretation of the provision of the Lease Addendum that prohibits the Lessor from taking out separate insurance concurrent in form of contributing in the event of loss with that specifically required to be furnished by the



Lessee to HUD. This means that the Lessor cannot take out any insurance that would result in HUD having to prorate the insurance proceeds with the Lessor in the event of any loss or casualty involving the HUD project. Therefore, the Lessor cannot have the same coverage as required by HUD pursuant tot Form HUD-90164-CA, Property Insurance Requirements (copy enclosed), nor can the Lessor take out any insurance that links to the HUD-required insurance. However, the Lessor may, at its own expense, take out separate insurance that is not concurrent with the HUD-required insurance and provided that there will be no adverse impact or interference with HUD's and the Owner's ability to collect full insurance proceeds in the event of a loss or casualty.

If you have any questions, please contact me at (860) 240-9702.

Sincerely,



Suzanne C. Baran  
Director  
Connecticut Multifamily Program Center

Enclosure

**Capital Advance Program  
Regulatory Agreement**

**U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner**

Housing for the Elderly or Handicapped (Nonprofit)  
Section 202 of the Housing Act of 1959 or Section 811  
of the National Affordable Housing Act.

This agreement entered into 28th day of September, ~~xx~~2007, between Greenfield Commons, Inc. whose address is 63 Stillwater Ave., Stamford, CT 06902 hereinafter called Mortgagor, and the undersigned Secretary of Housing and Urban development hereinafter called HUD.

In consideration of the making of the capital advance by HUD and the disbursement of any part thereof, and in order to comply with the requirements of the Housing Act of 1959 or National Affordable Housing Act of 1990 and the Regulations adopted by the Secretary pursuant thereto, the Mortgagor agrees for itself, its successors and assigns, and any owner of the mortgaged property, that in connection with the mortgaged property and the project operated thereon and so long as the capital advance is outstanding:

1. The Note and Mortgage bear no interest and repayment is not required so long as the housing remains available for very low-income elderly persons or very low-income persons with disabilities (whichever is applicable).
2. Mortgagor will establish and maintain a special fund to be known as the revenue fund account in a bank which is a member of the Federal Deposit Insurance Corporation, Savings Association Insurance Fund, or the National Credit Union Share Insurance Fund, into which will be deposited all rentals, charges, income and revenue arising from the operation or ownership of the project. The bank in which this account is established shall provide collateral acceptable to HUD to equal the maximum amount in the account at any one time when such amount exceeds \$100,000. If the bank will not provide appropriate collateral in such instances, the Mortgagor will be required to establish accounts in two or more banks so that the total amount on deposit at any time does not exceed \$100,000 in any one bank. Expenditures shall be made from the revenue fund account only in accordance with the operating budget submitted to and approved by HUD.
3. Not later than 30 days prior to the beginning of each fiscal year, the Mortgagor shall submit an operating budget for that fiscal year to HUD. The budget shall include all necessary operating expenses, current maintenance charges, expenses of reasonable upkeep and repairs, taxes and special assessment levies, prorated amounts required for insurance and all other expenses incident to the operation of the project; and shall show the expected revenue to pay such expenses, including reserve fund deposits. The expenses incurred and disbursements shall not exceed the reasonable and necessary amount thereof, and the Mortgagor will not expend any amount or incur any obligations in excess of the amounts approved in the annual operating budget except upon written certification by the Mortgagor to HUD that such expenses were unanticipated and are necessary and provided further, that nothing in this section shall limit the amount which the Mortgagor may expend from funds ob-

tained from some other source than project revenues or other funds required of the Mortgagor pursuant to this Agreement or the Capital Advance Agreement.

4. As security for the Capital Advance for the required payments under this Agreement into the reserve fund for replacements, and for all other obligations of the Mortgagor under this Agreement, the Mortgagor hereby assigns, pledges and mortgages to HUD all its rights to the income and charges of whatever sort which it may receive or be entitled to receive from the operation of the mortgaged property, subject, however, to any assignment of rents or project income in the Mortgage referred to herein. Until a default occurs under this Agreement, however, permission is granted to Mortgagor to collect and retain under the provisions of this Agreement such rents, income, operating surplus and charges, but upon default this permission is terminated, as to all rents, income, operating surplus and charges due or collected thereafter.
5. (a) Mortgagor will establish and maintain a reserve fund for replacements in a separate account in a bank which is insured by the Federal Deposit Insurance Corporation, Savings Association Insurance Fund, or the National Credit Union Share Insurance Fund. Concurrently with the effective commencement of rental assistance payments under the Project Rental Assistance Contract, the Mortgagor will deposit an amount equal to \$ per month unless a different date or amount is approved in writing by HUD. \*\$432.50  
Such fund, whether in the form of a cash deposit or invested in obligations of, or fully guaranteed as to principal by, the United States of America shall at all times be subject to the control of HUD. Disbursements from such fund, whether for the purpose of effecting replacement of structural elements and mechanical equipment of the project for any other purpose, may be made only after the consent in writing of HUD. In the event of a default in the terms of the mortgage, HUD may demand the full or partial application of the balance in such fund to be amount due on the mortgage debt.
- (b) Mortgagor will deposit the minimum capital investment with an escrow agent acceptable to HUD pursuant to Regulations.
- (c) Within 60 days after the end of each fiscal year, any residual receipts realized from the operation of the mortgaged property shall be deposited in a separate

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residual receipts account. Residual receipts shall be under the control of HUD and shall be disbursed only at the discretion of HUD for such purpose as it may determine to be necessary or appropriate.

6. The real property covered by the Mortgage and this Agreement is described in Schedule A attached hereto.
7. Mortgagor shall not without the written approval of the Secretary;
  - (a) Transfer, dispose of or encumber any of the mortgaged property. Any such transfer shall be only to a person or persons or corporation satisfactory to and approved by HUD, who shall, by legal and valid instrument in writing, to be recorded or filed in the same recording office in which conveyances of the property covered by the Mortgage are required to be filed or recorded, duly assume all obligations under this Agreement and under the Note and Mortgage;
  - (b) Assign, transfer, dispose of, or encumber any personal property, including rents or charges, and shall not disburse or pay out any funds except as provided herein and in the Capital Advance Agreement.
  - (c) Remodel, reconstruct, add to, or demolish any part of the mortgaged property or subtract from any real or personal property of the project;
  - (d) Pay any compensation or make any distribution of income or other assets to any of its officers, directors or stockholders;
  - (e) Enter into any contract or contracts for supervisory or managerial services;
  - (f) Require as a condition of occupancy or leasing of any unit or residential space in the project, any consideration or deposit other than a security deposit in an amount equal to one month's total tenant payment or \$50, whichever is greater. The family is expected to pay the security deposit from its own resources and other available public or private resources. The Mortgagor may collect the security deposit on an installment basis.

The security deposits must be placed in a segregated interest-bearing account. A record shall be maintained of the amount in this account that is attributable to each family in residence in the project. Annually for all families, and when computing the amount available for disbursement, the Mortgagor shall allocate to the family's balance, the interest accrued on the balance during the year. Unless prohibited by State or local law, the Mortgagor may deduct for the family, from the accrued interest for the year, the administrative cost of computing the allocation to the family's balance. The amount of the administrative cost adjustment shall not exceed the accrued interest allocated to the family's balance for the year. The amount of the segregated, interest-bearing account maintained by the Mortgagor must at all times equal the total amount collected from the families then in occupancy plus any accrued interest and less allowable administrative cost adjustments.

The Mortgagor must comply with any applicable State and local laws concerning interest payments on security deposits.

The Mortgagor, subject to State and local law, may use the family's security deposit balance as reimbursement for any unpaid family contribution or other amount which the family owes under the lease in accordance with the Regulations.

- (g) Permit the use of the dwelling accommodations of the project for any purpose except the use which was originally intended, or permit commercial use greater than that originally approved by HUD.
  - (h) Amend its articles of incorporation or by-laws other than as permitted under the terms of the articles of incorporation approved by HUD.
8. Mortgagor shall maintain the mortgaged premises, accommodations and the grounds and equipment appurtenant thereto, in good and substantial repair and condition; provided that, in the event all or any of the buildings covered by the Mortgage shall be destroyed or damaged by fire or other casualty, the money derived from any insurance on the property shall be applied in accordance with the terms of the Mortgage.
  9. Mortgagor shall not file any petition in bankruptcy or insolvency, or for a receiver, or for reorganization or composition, or make any assignment for the benefit of creditors or to a trustee for creditors; or permit an adjudication in bankruptcy, or insolvency, the taking possession of the mortgaged property or any part thereof by a receiver, or the seizure and sale of the mortgaged property or any part thereof under judicial process or pursuant to any power of sale and fail to have such adverse actions set aside within 45 days.
  10. Mortgagor shall from funds other than project income immediately satisfy or release any mechanic's lien, or any other lien which attaches to the mortgaged property or any personal property used in the operation of the project, and shall dismiss or have dismissed or vacated any receivership, or petition in bankruptcy or assignment for benefit of creditors, creditors bill or insolvency proceeding involving the project or the mortgaged property.
  11. (a) If the Mortgagor has or comes to have any nonproject funds, all income and other funds of the mortgaged project shall be segregated from any such funds of the Mortgagor and segregated from any funds of any other corporations or persons. Income and other funds pledged to the mortgaged project shall be expended only for the purposes of the project.
  - (b) Mortgagor shall provide for the management of the project satisfactory to HUD. Any management contract entered into by the Mortgagor involving the project shall contain a provision that it shall be subject to termination, without penalty and with or without cause, upon written request by HUD addressed to the Mortgagor and the management agent. Upon receipt of such request the Mortgagor shall immediately move to terminate

- the contract within a period of not more than 60 days and shall make arrangements satisfactory to HUD for continuing proper management of the project.
- (c) Neither Mortgagor nor its agents shall make any payments for services, supplies or materials unless such services are actually rendered for the project or such supplies or materials are delivered to the project and are reasonably necessary for its operation. Payments for such services or materials 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 furnished.
- (d) The mortgaged property, equipment, buildings, plans, offices, devices, books, apparatus, contracts, records, documents, and all other papers relating thereto shall at all times be maintained in reasonable condition for proper audit and subject to examination and inspection at any reasonable time by HUD and its duly authorized agents. Mortgagor and its successors, assigns or its agents shall retain copies of all written contracts or other instruments which affect the mortgaged property, all or any of which may be subject to inspection and examination by HUD or its duly authorized agents.
- (e) The books and accounts of the operations of the mortgaged property and of the project shall be kept in accordance with the requirements of HUD.
- (f) Within 60 days following the end of each fiscal year HUD shall be furnished with a complete annual financial report based upon an examination of the books and records of Mortgagor prepared in accordance with the requirements of HUD, certified to be an officer of the Mortgagor and, when required by HUD, prepared and certified by a Certified Public Accountant, or other person accepted to HUD.
- (g) At the request of HUD, its agents, employees, or attorneys, the Mortgagor shall give specific answers to questions upon which information is desired from time to time relative to the income, assets, liabilities, contracts, operation, and condition of the property and the status of the Mortgage and any other information with respect to the Mortgagor or the mortgaged property and of the project which may be requested.
- (h) All receipts of the project shall be deposited in the name of the project in a bank, whose deposits are insured by the FDIC, Savings Association Insurance Fund, or the National Credit Union Share Insurance Fund. Such funds shall be withdrawn only in accordance with the provisions of this Agreement for expenses of the project. Any person receiving funds of the project shall immediately deposit such funds in the project bank account and failing so to do in violation of this Agreement shall hold such funds in trust. Any person receiving property of the project in violation of this Agreement shall immediately deliver such property to the project and failing so to do shall hold such property in trust.
- (i) Mortgagor shall at all times, if required by the laws of the jurisdiction, maintain in full force and effect a license to operate the project from the State and/or other licensing authority. Mortgagor shall lease any portion of the project only on terms approved by HUD.
- (j) Mortgagor shall not collect from tenants or occupants or prospective tenants or occupants of the project any admission fee, founder's fee, life-care fee, or similar payment pursuant to any agreement, oral or written, whereby the Mortgagor agrees to furnish accommodations or services in the project to persons making such payments.
- (k) No officer, director, trustee, member, stockholder nor authorized representative of the Mortgagor except for management by sponsor or non-profit affiliate, shall have any financial interest in any contractual arrangement entered into by the Mortgagor in connection with rendition of services, the provision of goods or supplies, management of the project, procurement of the site or other matters whatsoever.
12. (a) If project is funded under Section 202 of the Housing Act of 1959, as amended, Mortgagor will limit public occupancy of the project to elderly families and individuals as defined in Section 202 of the Housing Act of 1959, and applicable HUD Regulations. If project is funded under Section 811 of the National Affordable Housing Act of 1990, Mortgagor will limit public occupancy of the project to persons with disabilities as defined in Section 811 of the National Affordable Housing Act of 1990, and applicable HUD Regulations. The criteria governing eligibility of tenants for admission to Section 202 or Section 811 units and the conditions of continued occupancy shall be in accordance with the Project Rental Assistance Contract.
- (b) Except as provided in (d) below Mortgagor will make its dwelling accommodations and services available to eligible occupants at charges established in accordance with a schedule to be approved in writing by HUD. Such accommodations shall not be rented for a period less than 30 days. Commercial facilities, if any, shall be rented only in accordance with a schedule of charges fixed by the Mortgagor and approved in writing by HUD. Subleasing of dwelling accommodations or commercial facilities shall be permitted only upon the terms and conditions approved by HUD in writing.
- (c) Upon prior written approval by the Secretary, Mortgagor may charge to and receive from any tenant such amounts as from time to time may be mutually agreed upon between the tenant and the Mortgagor for any facilities and/or services which may be furnished by the Mortgagor or others to such tenant upon request, in addition to the facilities and services included in the approved Project Rental Assistance Contract.
- (d) Nothing contained in this Agreement shall be construed to relieve the Mortgagor of any obligations under the Project Rental Assistance Contract.

13. Mortgagor will comply with the provisions of any Federal, State or local law prohibiting discrimination in housing on the grounds of race, color, creed, age, sex, handicap, familial status or national origin, including Title VI of the Civil Rights Act of 1964 (42U.S.C.2000d-1), the Fair Housing Act (42U.S.C.3601), Section 504 of the Rehabilitation Act of 1973(29U.S.C.794), Age Discrimination Act of 1975(42U.S.C.6101) Executive Orders 11063 and 11246, Section 3 of the Housing and Urban Development Act of 1968, and the affirmative fair housing marketing requirements at 24CFR part 200, subpart M.
14. No litigation seeking the recovery of a sum in excess of \$5,000 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 be settled or compromised by the Mortgagor unless prior written consent thereto has been obtained from HUD. Such consent may be subject to such terms and conditions as HUD may prescribe.
15. Upon a violation of any of the above provisions of this Agreement by Mortgagor, HUD may give written notice, thereof, to Mortgagor, by registered or certified mail, addressed to the address stated in this Agreement, or such other address as may subsequently, upon appropriate written notice thereof to HUD, be designated by the Mortgagor as its legal business address. If such violation is not corrected to the satisfaction of HUD within 30 days after the date such notice is mailed or within such further time as HUD determines is necessary to correct the violation, without further notice HUD may declare a Default under this Agreement effective on the date of such declaration of default and such default HUD may:
- Take possession of the project, bring any action necessary to enforce any rights of the Mortgagor growing out of the project operation, and operate the project in accordance with the terms of this Agreement until such time as HUD in its discretion determines that the Mortgagor is again in a position to operate the project in accordance with the terms of this Agreement and in compliance with the requirements of the Note and Mortgage, or require Power of Attorney from Mortgagor to effectuate transfer of the project to a HUD approved nonprofit corporation.
  - Collect all rents and charges in connection with the operation of the project and use such collections to pay the Mortgagor's obligations under this Agreement and under the Note and Mortgage, and the necessary expenses of preserving the property and operating the project.
  - Declare the whole of said indebtedness immediately due and payable and then proceed with the foreclosure of the mortgage.
  - Apply to any court, State or Federal, 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 in accordance with the terms of this Agreement, or for such other relief as may be appropriate, since the injury to HUD arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain.
- (e) Require the Mortgagor to transfer all of its right title and interest in the project and to all project assets to a private nonprofit corporation designated by HUD and, for this purpose the Mortgagor hereby constitutes and appoints HUD its true and lawful attorney-in-fact, with full power of substitution in the premises, to transfer the project and all project assets to the private nonprofit corporation designated by HUD, if the Mortgagor fails or refuses to make such a transfer as required by HUD.
16. (a) Mortgagor has executed the Project Rental Assistance Contract. The terms of the Project Rental Assistance Contract, when executed, shall be incorporated by reference into this Regulatory Agreement.
- (b) A violation of the Project Rental Assistance Contract may be construed to constitute a default hereunder in the sole discretion of HUD.
- (c) In the event said Project Rental Assistance Contract expires or terminates before the expiration or termination of this Agreement, the provisions of this paragraph and any other reference to said Contract, and to assisted units contained herein shall be self-cancelling and shall no longer be effective as of the date of the expiration or termination of the Project Rental Assistance Contract.
17. As used in this Agreement the term:
- "Default" means a default declared by HUD when a violation of this Agreement is not corrected to its satisfaction within the time allowed by this Agreement or such further time as may be allowed by HUD after written notice;
  - "Distribution" means any withdrawal or taking of cash or other assets of the project other than for payment of reasonable expenses incident to its construction, operation and maintenance;
  - "Mortgage" includes "Deed of Trust", "Chattel Mortgage" Declaration of Covenants" and any other security for the Note identified herein;
  - "Mortgaged Property" includes property, real, personal, or mixed, covered by the mortgage or mortgages securing the note held by HUD;
  - "Mortgagee" refers to the holder of the mortgage identified herein, its successors and assigns;
  - "Project" includes the mortgaged property and all its other assets or whatsoever situate, used in or owned by the business conducted on said mortgaged property;
  - "Residual Receipts" means any cash remaining after:
    - The Payment of;
    - All amounts required to be deposited in the reserve fund for replacements;

- 
- (ii) All obligations of the project other than the mortgage held by HUD unless funds for payment are set aside or deferment of payment has been approved by HUD; and
- (2) The segregation of;
- (i) An amount equal to the aggregate of all special funds required to be maintained by the project;
- (ii) All tenant security deposits held.
- (h) "Assisted Units" refer to units assisted pursuant to Project Rental Assistance Contract.
- (i) "Assistance Contract" refers to a Project Rental Assistance Contract between the Mortgagor and HUD under Section 202 of the Housing Act of 1959 or between the Mortgagor and HUD under Section 811(d)(2) of the National Affordable Housing Act of 1990.
18. HUD shall not be liable for any of its actions hereunder except for arbitrary and capricious conduct.
19. This instrument shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest, and assigns, and all owners of the mortgaged property, so long as the Mortgage is outstanding.
20. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.
21. Mortgagor warrants that it has not, and will not, execute any other agreement with provisions contradictory of, or in opposition to, the provisions hereto, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.
22. Mortgagor does not assume personal liability for payments due under the Note and mortgage or for payments to the reserve for replacement fund. However, defaults or other failures to follow program requirements may result in limited denial of participation or debarment from HUD or other Federal programs.
23. Mortgagor shall have available necessary equipment or devices and make reasonable accommodations to meet the needs of persons with visual and/or hearing impairments in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 24 CFR Part 8.

Signed, Sealed and Delivered  
in the presence of:

Greenfield Commons, Inc.

[Signature]  
Jennifer Suelly  
[Signature]  
Michael S. Boyd

By [Signature]

UNITED STATES OF AMERICA  
Secretary of Housing and  
Urban Development

[Signature]  
Amy B. Veilleux  
[Signature]  
David S. Frie

By [Signature]  
Suzanne C. Baran  
Director, CT Multifamily  
Program Center

STATE OF CONNECTICUT

ss: City of Hartford

COUNTY OF HARTFORD

September 28, 2007

Personally appeared Greenfield Commons  
Inc., acting herein by Cam Kvetsh, Secretary, duly  
authorized 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.

[Signature]  
Commissioner of the Superior  
Court

STATE OF CONNECTICUT

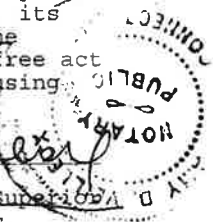
ss: City of Hartford

COUNTY OF HARTFORD

9/28/2007

Personally appeared UNITED STATES OF AMERICA, Secretary of  
Housing and Urban Development by Suzanne C. Baran, its  
Director, CT Multifamily Program Center, duly authorized 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 the Secretary of Housing  
and Urban Development, before me.

[Signature]  
Commissioner of the Superior  
Court/Notary Public  
My Commission expires:



AMY B. VEILLEUX  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 2/28/2012

## LEGAL DESCRIPTION

A certain parcel of land designated as Other Land of the Town of Fairfield on a map entitled "Subdivision Map of Owner Built Housing Project prepared for the Town of Fairfield, Fairfield, Connecticut dated June 24, 1988" and filed in the Fairfield Town Clerk's Office as Map No. 5727.

BEGINNING AT A POINT on the north side of Villa Avenue and the east side of Greenfield Street, being the most southwesterly corner of the herein described parcel of land; all as depicted on the above referenced map;

THENCE PROCEEDING in a northwesterly direction along said easterly line of Greenfield Street along a line having a bearing of N 47° 09' 02" W for a distance of 102.61 feet;

THENCE PROCEEDING in a northeasterly direction along land designated as Lot 3 on said map along a line having a bearing of N 55° 47' 33" E for a distance of 61.00 feet;

THENCE PROCEEDING in a northwesterly direction along said lot, along a line having a bearing of N 34° 12' 27" W for a distance of 35.53 feet;

THENCE PROCEEDING in a northeasterly direction along land designated as Lots 1 and 2 on said map along a line having a bearing of N 55° 47' 33" E for a distance of 130.24 feet;

THENCE PROCEEDING in a southeasterly direction along land now or formerly owned by Deborah Ann Wilson along a line having a bearing of S 36° 26' 34" E for a distance of 135.63 feet;

THENCE PROCEEDING in a southwesterly direction along Villa Avenue along a line having a bearing of S 55° 47' 33" W for a distance of 173.54 feet to the point and place of beginning.

Said parcel is the same as depicted on map entitled "ALTA/ACSM Land Title Survey Property/Topographic Survey Greenfield Commons of Property Located on 580 Villa Avenue and Greenfield Street Fairfield, Connecticut Prepared for Mutual Housing Association of Southwestern Connecticut, Inc." Scale 1"=10', dated 7-21-2006 Revised May 24, 2007, Revised September \_\_, 2007, by Lewis Associates, Land Surveying and Civil Engineering, which may is or will be filed with the Fairfield Town Clerk.

19943\26\671225.1

RECEIVED FOR RECORD  
 SEP 28 2007 AT 3:35P M  
 ATTEST: *Shabdo P. B. [Signature]*  
 TOWN CLERK



# Harbour Townhomes

## **1613-1645 Black Rock Turnpike**

- Calculation of Housing Unit Equivalent Points
- Vision Appraisal Property Description (1)
- Declaration of Restrictive Covenants

## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b> Harbour Townhomes	<b>Set Aside:</b> YES
<b>Address:</b> 1645 Black Rock Turnpike	<b>Owner/Rental:</b> RENTAL
<b>Developer:</b> Harbour Townhomes, LLC	<b>Total # Units:</b> 29
<b>Property Mgr:</b> Harbour Townhomes, LLC	<b># Affordable:</b> 9
<b>Date CO Issued:</b> 11/14/2018	<b># Market Rate:</b> 20

**Description of Development:**

Harbour Townhomes is a 29-unit set aside development approved by the Town Plan & Zoning (TPZ) Commission on 1/10/17 pursuant to CGS 8-30g, of which 4 units are deed restricted to persons or households with incomes at or below 80% of the area median income (AMI) and 5 units are restricted to persons or households with incomes at or below 60% of the AMI for a term of forty years.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development	20	0.25	5
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes ≤ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 80% of AMI	4	1.50	6
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 60% of AMI	5	2.00	10
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.50	
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>29</b>		<b>21</b>

# 1645 BLACK ROCK TURNPIKE

**Location** 1645 BLACK ROCK TURNPIKE

**Mblu** 77/ 581/ / /

**Acct#** 10724

**Owner** HARBOUR TOWNHOMES LLC

**Assessment** \$3,087,210

**Appraisal** \$4,410,300

**PID** 7384

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$3,524,900	\$885,400	\$4,410,300
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$2,467,430	\$619,780	\$3,087,210

## Owner of Record

**Owner** HARBOUR TOWNHOMES LLC

**Sale Price** \$500,000

**Co-Owner**

**Certificate**

**Care Of**

**Book & Page** 5401/0205

**Address** 1645 BLACK ROCK TPKE  
FAIRFIELD, CT 06825

**Sale Date** 05/06/2016

**Instrument** 00

**Qualified** Q

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
HARBOUR TOWNHOMES LLC	\$500,000		5401/0205	00	05/06/2016
1613/1645 BLACKROCK TPKE LLC	\$0		5073/0291	02	11/04/2013
LINK RICHARD J 1/2 & WALLACE	\$0		2162/0079		09/27/2000
LINK RICHARD J 1/2 WALLACE JOSEPH A 1/2	\$0		2094/0323		08/12/1999
LINK RICHARD J & WALLACE	\$0		0834/1122		04/27/1988

## Additional Information

**Building 1 : Section 1**

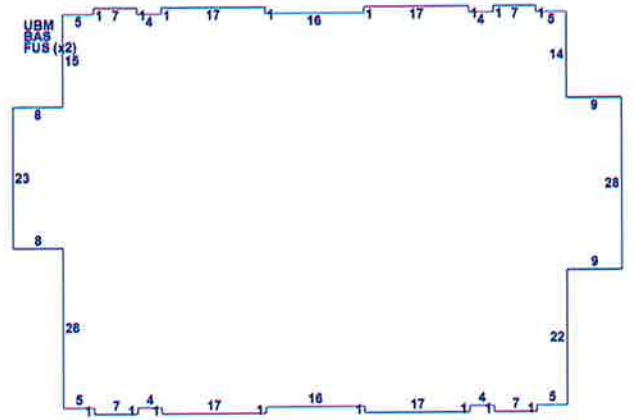
**Year Built:** 2018  
**Living Area:** 17,340  
**Replacement Cost:** \$3,501,580  
**Building Percent Good:** 99  
**Replacement Cost less Depreciation:** \$3,466,600

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/\A0072\IMG\\_0064\\_724](https://images.vgsi.com/photos2/FairfieldCTPhotos/\A0072\IMG_0064_724))

**Building Layout**



(ParcelSketch.aspx?pid=7384&bid=7212)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	11,560	11,560
BAS	First Floor	5,780	5,780
UBM	Basement, Unfinished	5,780	0
		23,120	17,340

Building Attributes	
Field	Description
Style:	Apartments
Model	Comm/Ind
Grade	Very Good
Stories:	3
Occupancy	29.00
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Hardwood
Interior Floor 2	
Heating Fuel	Electric
Heating Type	Hot Air-no Duc
AC Type	Unit/AC
Struct Class	
Bldg Use	Apartments
Total Rooms	29
Total Bedrms	29
Total Baths	29
Liv Area	
Effect Area	
1st Floor Use:	
Heat/AC	Heat/AC Pkgs
Frame Type	Wood Frame
Baths/Plumbing	Average
Ceiling/Wall	Typical
Rooms/Prtns	Average
Wall Height	8.00
% Conn Wall	

**Extra Features**

Extra Features

Code	Description	Size	Value	Bldg #
ELEV	ELEVATOR	1.00 UNITS	\$60,400	1

## Land

### Land Use

**Use Code** 1120  
**Description** Apartments  
**Zone** A  
**Neighborhood** C3  
**Alt Land Appr** No  
**Category**

### Land Line Valuation

**Size (Sqr Feet)** 27969  
**Depth** 0  
**Assessed Value** \$619,780  
**Appraised Value** \$885,400

## Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	PAVING-ASPHALT			17500.00 S.F.	\$58,300	1

## Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$3,524,900	\$885,400	\$4,410,300
2021	\$3,524,900	\$885,400	\$4,410,300
2020	\$3,528,300	\$885,400	\$4,413,700

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$2,467,430	\$619,780	\$3,087,210
2021	\$2,467,430	\$619,780	\$3,087,210
2020	\$2,467,430	\$619,780	\$3,087,210



## DECLARATION OF RESTRICTIVE COVENANTS


Harbour Townhomes, LLC, owner in fee simple of property known as 1613 & 1645 Black Rock Turnpike, Fairfield, Connecticut and described more fully in Exhibit A (hereinafter the "Development"), hereby covenants and agrees for itself, its successors, heirs and assigns, that the Development shall be subject to the following restrictions authorized by section 8-30g of the Connecticut General Statutes:

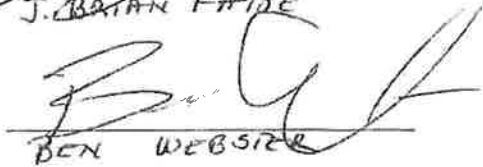
The Development is a set aside development as defined in section 8-30g of the Connecticut General Statutes and in accordance with the applicable regulations for state agencies that were in effect on the date of the original initial local approval, January 10, 2017, containing affordable housing dwelling units, and is therefore subject to limitations on the maximum annual income of the household that may rent the designated affordable housing dwelling units, and on the maximum rental that may be charged for such affordable housing dwelling units. These limitations shall be strictly enforced, and may be enforced by the zoning enforcement authority of Fairfield against the record owner of the Development or the person identified in the affordability plan as responsible for the administration of these limitations.

The Restrictions herein set forth shall run with the land for a period of forty (40) years from the date of initial occupancy of said unit(s) to an eligible family or household. After the expiration of said forty (40) year period, the Restrictions shall be of no further force and effect. No less than two (2) one bedroom units and two (2) studio units shall be rented to persons and families whose annual income is less than or equal to eighty percent (80%) of the median income as defined in subsection 8-30g-1 (I 0) of the Regulations of Connecticut State Agencies, and such units may be rented only at a rental equal to or less than the rental determined using the formula for maximum monthly rental amount stated in section 8-30g-8(d) of the Regulations of Connecticut State Agencies. In addition, no less than three (3) one bedroom and two (2) studio units, shall be rented to persons and families whose annual income is less than or equal to 60 percent (60%) of the median income as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, and such units may be rented only at a rental equal to or less than the rental determined using the formula for maximum monthly rental amount stated in section 8-30g-8(e) of the Regulations of Connecticut State Agencies. The total number of units subject to these Restrictions shall be nine (9) units, constituting 30% of all units in the Development.

IN WITNESS WHEREOF, Dean Kardamis, Managing Member of Harbour Townhomes, LLC has caused these presents to be signed, acknowledged and delivered in his name, this 8<sup>th</sup> day of November, 2018.

HARBOUR TOWNHOMES, LLC

  
\_\_\_\_\_  
J. BRIAN FATSE

  
\_\_\_\_\_  
BEN WEISZ


  
\_\_\_\_\_  
BY: DEAN KARDAMIS  
MANAGING MEMBER

State of Connecticut

County of Fairfield ss. Fairfield

On this the 8<sup>th</sup> day of November, 2018, before me, J. Brian Fatse the undersigned officer, personally appeared Dean Kardamis, Managing Member of Harbour Townhomes, LLC who executed the foregoing instrument for the purposes therein contained, by signing his name hereto.

In witness whereof I hereunto set my hand.

  
\_\_\_\_\_  
Commissioner of the Superior Court

## SCHEDULE A

Those certain pieces or parcels of land, with the buildings thereon standing, situated in the Town of Fairfield, County of Fairfield and State of Connecticut, and bounded as follows, to wit:

FIRST PIECE: Being known and designated as Lot No. 48 on Map of Overlook Park, Fairfield, Conn., dated September 10, 1945 made by Frank B. Jaynes, Surveyor and on file in the office of the Town Clerk of said Town of Fairfield and bounded as follows:

NORTHERLY: On Lot No. 49, 155 feet, more or less;  
EASTERLY: On Black Rock Turnpike, 65 feet, more or less;  
SOUTHERLY: On Lots Nos. 47 and 45 as shown on said map, each in part, in all, 185 feet, more or less;  
WESTERLY: On Lot No. 44 as shown on said map, 60 feet, more or less.

SECOND PIECE: Being known and designated as Lots Nos. 46 and 47 on Map of Overlook Park, Fairfield, Connecticut, dated September 10, 1945, made by Frank B. Jaynes, Surveyor, and bounded:

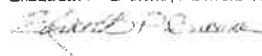
NORTHERLY: On Lot #48 on said map, 125 feet, more or less;  
EASTERLY: On Black Rock Turnpike, 130 feet, more or less;  
SOUTHERLY: On Moritz Place, 185 feet, more or less;  
WESTERLY: On Lot #45 on said map, 120 feet, more or less

Said Premises being known as **1613 and 1645 Black Rock Turnpike, Fairfield, Connecticut**

Said premises are subject to:

1. Taxes on the List of October 1, 2014, and thereafter, which taxes said Grantee herein assume and agree to pay.
2. Sewer Use Charge when due and payable.
3. Building lines if established, zoning ordinances, and any and all governmental laws or regulations.
4. Any assessments or pending assessments for which a lien or liens have not as yet been filed or recorded in the Town Clerk's Office.
5. The provisions, if applicable, of any inland/wetlands or coastal wetlands statutes, ordinances, rules and regulations.

RECEIVED FOR RECORD  
11/09/2018 08:59:04 AM  
Elizabeth P. Browne, Fairfield Town Clerk





# Operation Hope

## Scattered Site Supportive Housing

### Jarvis Court Properties

- Calculation of Housing Unit Equivalent Points (4)
- Vision Appraisal Property Description (4)
- Certificate(s) of Occupancy (8)
- Declaration of Restrictive Covenants (4)

### Garden Dr., Grasmere Ave., Sawyer Rd., Soundview Ave., Trefoil CT. Properties

- Calculation of Housing Unit Equivalent Points (5)
- Vision Appraisal Property Description (5)
- Certificate(s) of Occupancy (N/A)
- Declaration of Restrictive Covenants (5)

### Durrell Drive Properties

- Calculation of Housing Unit Equivalent Points (1)
- Vision Appraisal Property Description (2)
- Certificate(s) of Occupancy (4)
- Declaration of Restrictive Covenants (1)

## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b>	OH Supportive Housing	<b>Set Aside:</b>	NO
<b>Address:</b>	58-60 Jarvis Court	<b>Owner/Rental:</b>	RENTAL
<b>Developer:</b>	Town of Fairfield	<b>Total # Units:</b>	2
<b>Property Mgr:</b>	MICAH Housing	<b># Affordable:</b>	2
<b>Date CO Issued:</b>	10/10/2007 & 10/12/2007	<b># Market Rate:</b>	0

### Description of Development

The Town of Fairfield developed 4 duplex townhouses in 2006 to provide Supportive Housing opportunities. Upon completion the properties were transferred to Operation Hope DBA MICAH Housing, Inc and was granted 100% tax abatements on the properties for 39 years. The properties are deed restricted by the Town of Fairfield to rent to households at or below 40% of the AMI and limit rent levels to the 8-30g limits.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes $\leq$ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.50	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI	2	2.50	5
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>2</b>		<b>5</b>

# 58 JARVIS COURT

**Location** 58 JARVIS COURT

**Mblu** 183/ 116/R //

**Acct#** 22328

**Owner** MICAH HOUSING, INC

**Assessment** \$249,550

**Appraisal** \$356,500

**PID** 103808

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$149,500	\$207,000	\$356,500

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$104,650	\$144,900	\$249,550

## Owner of Record

**Owner** MICAH HOUSING, INC  
**Co-Owner** C/O OPERATION HOPE  
**Care Of**  
**Address** 636 OLD POST ROAD  
 FAIRFIELD, CT 06824

**Sale Price** \$0  
**Certificate**  
**Book & Page** 3928/0303  
**Sale Date** 03/23/2007  
**Instrument** 03  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
MICAH HOUSING, INC	\$0		3928/0303	03	03/23/2007
JARVIS COURT HOMES, LLC	\$1,000,000		3758/0090	15	05/19/2006
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 2007  
**Living Area:** 2,870  
**Replacement Cost:** \$383,388

**Building Percent Good:** 39  
**Replacement Cost**  
**Less Depreciation:** \$149,500

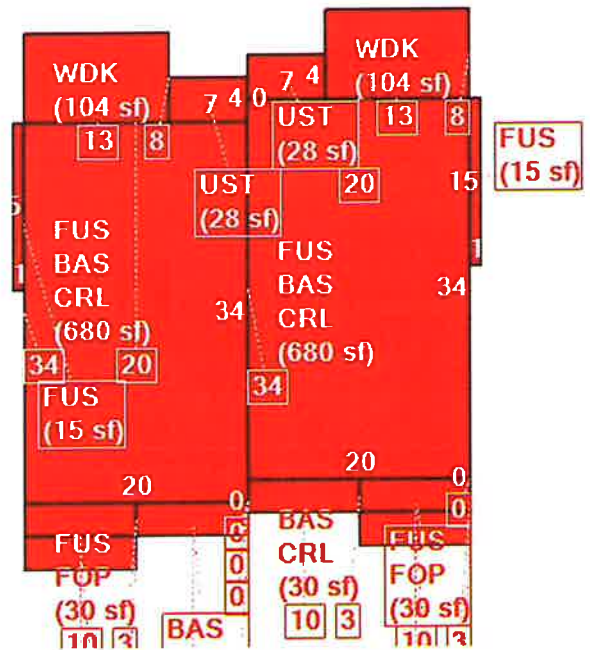
**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG\\_7572\\_818](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG_7572_818))

Building Attributes	
Field	Description
Style:	Family Duplex
Model	Residential
Grade:	04
Stories:	2 Stories
Occupancy	2
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	Central
Total Bedrooms:	6 Bedrooms
Total Bthrms:	2
Total Half Baths:	2
Total Xtra Fixtrs:	
Total Rooms:	10 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Layout**



(ParcelSketch.ashx?pid=103808&bid=22618)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	1,450	1,450
BAS	First Floor	1,420	1,420
CRL	Crawl Space	1,420	0
FOP	Porch, Open, Finished	120	0
UST	Utility Storage, Unfinished	56	0
WDK	Deck, Wood	208	0
		4,674	2,870

**Extra Features**

Extra Features

No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1040  
**Description** 2 Family  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Sqr Feet)** 9477  
**Depth**  
**Assessed Value** \$144,900  
**Appraised Value** \$207,000

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$149,500	\$207,000	\$356,500
2021	\$149,500	\$207,000	\$356,500
2020	\$149,500	\$207,000	\$356,500

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$104,650	\$144,900	\$249,550
2021	\$104,650	\$144,900	\$249,550
2020	\$104,650	\$144,900	\$249,550

**DECLARATION OF LAND USE COVENANT**

**THIS DECLARATION OF LAND USE COVENANTS AND RESTRICTIONS**, (this "Declaration") made as of this 14<sup>th</sup> day of August, 2024, by and between MICAH Housing, Inc. (the "Owner"), with a principal place of business at 636 Old Post Road, Fairfield, CT, in favor of the Town of Fairfield (the "Town").

**WITNESSETH:**

**WHEREAS**, Owner is the owner of certain residential properties known as 58-60 Jarvis Court, Fairfield, Connecticut and more particularly described on Schedule A attached hereto and made a part hereof (collectively, the "Property");

**WHEREAS**, the Town is interested in providing affordable rental housing for persons of low and moderate income;

**WHEREAS**, Owner has agreed to assist the Town in its goal of providing affordable rental housing by contributing the Property as permanent supportive housing for occupancy by income eligible persons or families;

**WHEREAS**, the Owner and the Town have entered into a certain Tax Abatement Agreement (the "Abatement Agreement") dated as of the date hereof, conferring certain property tax abatement benefits to Owner related to the Property, in accordance with the terms and conditions thereof;

**WHEREAS**, as a condition to granting the tax abatement benefits conferred by the Abatement Agreement, the Town requires the Owner to enter into this Declaration and to comply with the requirements set forth herein;

**NOW, THEREFORE**, in consideration of the promises and covenants hereinafter contained, the Owner hereby agrees as follows.

**ARTICLE I****OCCUPANCY RESTRICTIONS**

The Owner hereby covenants that:

- 1) At all times, for so long as this Declaration remains in effect, not less than two (2) dwelling units at the Property shall be occupied by persons or families with adjusted gross annual incomes which are at or below forty percent (40%) of the area median income (the "Income Limitation"), as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies.
- 2) Any dispute as to whether a person or family is one with adjusted gross annual incomes which are at or above the Income Limitation shall be resolved by the Town.
- 3) The rental, including utilities, to be charged the persons or families occupying the Dwelling Units in accordance with the terms and conditions set forth in subparagraph 1 above shall at no time exceed the rental limits as prescribed using the formula set forth in Section 8-30g-8(d) of the Regulations of Connecticut State Agencies.

- 4) The Property shall, at all times, be well maintained, meet all applicable zoning, building and health codes and standards, as well as continue to meet the standards for a Certificate of Rental Occupancy.

## **ARTICLE II**

### **RESTRICTIVE PERIOD AND AMENDMENT OF COVENANTS AND RESTRICTIONS**

- 1) This Declaration shall continue in full force and effect for a period of forty (40) years from the date this Declaration is recorded on the Fairfield Land Records. The covenants and restrictions of the Owner herein set forth governing the occupancy of the Property are intended to be and shall be considered covenants that run with the land and shall bind all subsequent owners of such land.
- 2) This Declaration may be amended only the written approval of the Town and the Owner.

## **ARTICLE III**

### **DISPUTE PROCEDURES**

- 1) Any controversy or dispute arising out of anything contained herein and, without limiting the foregoing, any rights, duties, title or estate arising herefrom or claimed hereunder, or out of the failure or refusal to perform any obligation or duty relating thereto, shall be settled by submitting such dispute first to the Town. In the event such controversy or dispute cannot be resolved by the Town, then it shall be submitted to a single arbitrator appointed by the Board of Selectmen of the Town and the decision of such arbitrator shall be final and binding. Such arbitrator shall have the right to decide all factual, legal and equitable issues and to grant or order such relief as may be necessary, including but not limited to the granting of injunctive relief, specific performance of rights under any contract or right of purchase, or the determination of the title or estate of any party in and to the matter which is the subject of such arbitration.
- 2) The cost of arbitration shall be borne equally by the parties, except, however, the arbitrator shall have the right in case of a willful breach of any covenant herein or obligation in connection therewith to direct the defaulting party to pay the cost of the arbitrator and the reasonable counsel fees of the other party. Any person who shall claim an interest in the Property, or occupy any unit or the Property as a result of the violation of any covenant herein, shall, at the option of the Town, be bound by this covenant to arbitrate as to any interest such person might have in the Property.

## **ARTICLE IV**

### **MORTGAGES**

- 1) The Occupancy Restrictions of ARTICLE I shall not apply to a mortgagee who has acquired title to the Property by foreclosure or by deed in lieu of foreclosure. However, such Occupancy Restrictions shall apply to any purchaser of the Property from such mortgagee.

- 2) Any mortgage or other lien granted on the Property after the date that this Declaration is recorded shall be subordinate to this Declaration, and Owner shall take all necessary actions to ensure the priority of this Declaration over all subsequent mortgages or other liens, and will not take any action which would impair the priority of this Declaration over subsequent mortgages or liens.

## ARTICLE V

### SUCCESSORS AND ASSIGNS; RESALE RESTRICTIONS

This Declaration shall be binding upon Owner and its respective successors and assigns, including any and all subsequent owners of the Property, provided that such covenants and restrictions have not been otherwise terminated at or prior to the time of any such resale of the Property.

## ARTICLE VI

### ENFORCEMENT

The Town, in providing the tax abatement benefits conferred on the Property and as the intended beneficiary of the covenants contained herein to implement its goal of providing affordable rental housing, shall have the full and exclusive right and authority to enforce all of the restrictive covenants and agreements contained herein. To assist in its enforcement of the Declaration, the Town shall have, inter alia, the following rights:

- 1) the right to approve and to periodically monitor, at all times and from time to time, all tenants of any dwelling unit at the Property, and to verify their income, for the purpose of confirming that, in accordance with Paragraph 1 of Article I, all of the dwelling units are being occupied by persons or families with adjusted gross annual incomes which are at or below the Income Limitation. Without limiting the foregoing, the Owner shall make a determination prior to occupancy and thereafter, annually, on the basis of current income, of whether the income of any individual or family residing in a unit of the Property exceeds the applicable Income Limitation. Annually the Owner shall certify compliance of the units with the applicable Income Limitation to the Town, if an at such times and in such manner as the Town shall require; and
- 2) the right to approve and to periodically monitor, at all times and from time to time, all leases of dwelling units at the Property, including all lease renewals, for the purpose of confirming that, in accordance with Paragraph 3 of Article I, the rental, exclusive of utilities, that is being charged the persons or families occupying the dwelling units in accordance with the terms and conditions set forth herein are at no time exceeding the rental limits therein prescribed; and
- 3) the right to take such other action, including obtaining specific performance or injunctive relief or both, and to require such other information from any owner or tenant, as may be necessary in the sole and absolute discretion of the Town, for the Town to ensure compliance with the restrictive covenants and agreements contained herein.



**ARTICLE VII**

**GENERAL PROVISIONS**

- 1) All rights and privileges reserved and conferred upon the Town herein may be exercised by any duly authorized agency, board, commission, committee person or other appropriate body or process of bodies (the "Agency") of the Town. Any Agency acting in the place and stead of the Town shall have the right to exercise all the rights and privileges herein reserved and conferred upon the Town. Any such Agency shall be subject to the same obligations and duties as the Town hereunder.
- 2) If any provision herein shall be deemed to be invalid, such invalidation shall in no way affect the remaining provisions herein.
- 3) This Declaration shall be governed by and construed in accordance with the laws of the State of Connecticut.
- 4) In the event the Abatement Agreement is renewed for additional forty-year terms as provided therein, the Town and the Owner shall execute a written amendment to this Declaration to be recorded on the Fairfield Land Records extending the term hereof for an additional forty (40) years.
- 5) In the event the Abatement Agreement is not renewed, then upon the termination of the Occupancy Restrictions, the Town shall provide the Owner with a release of this Declaration in proper form for recording on the Fairfield Land Records.

[SIGNATURE PAGE FOLLOWS]



**SCHEDULE A**

**PROPERTY DESCRIPTION**

All that certain piece of parcel of land together with the improvements thereon located in the Town and County of Fairfield and State of Connecticut being shown and depicted as Lots 17, 18, 19 and 21 on a certain Map entitled "Subdivision Map Prepared for Town of Fairfield Reef Road Fairfield, Connecticut" prepared by The Huntington Company, LLC dated March 14, 2005 revised through May 17, 2005, and filed on the land records of the Town of Fairfield as Map No. 7075.

RECEIVED FOR RECORD  
11/05/2024 12:14:09 PM  
Elizabeth P. Browne, Fairfield Town Clerk



## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b> OH Supportive Housing	<b>Set Aside:</b> NO
<b>Address:</b> 76-80 Jarvis Court	<b>Owner/Rental:</b> RENTAL
<b>Developer:</b> Town of Fairfield	<b>Total # Units:</b> 2
<b>Property Mgr:</b> MICAH Housing	<b># Affordable:</b> 2
<b>Date CO Issued:</b> 10/10/2007	<b># Market Rate:</b> 0

### Description of Development

The Town of Fairfield developed 4 duplex townhouses in 2006 to provide Supportive Housing opportunities. Upon completion the properties were transferred to Operation Hope DBA MICAH Housing, Inc and was granted 100% tax abatements on the properties for 39 years. The properties are deed restricted by the Town of Fairfield to rent to households at or below 40% of the AMI and limit rent levels to the 8-30g limits.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes $\leq$ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.50	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI	2	2.50	5
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>2</b>		<b>5</b>

# 76 JARVIS COURT

**Location** 76 JARVIS COURT

**Mblu** 183/ 116/Q //

**Acct#** 22327

**Owner** MICAH HOUSING, INC

**Assessment** \$248,710

**Appraisal** \$355,300

**PID** 103809

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$149,500	\$205,800	\$355,300
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$104,650	\$144,060	\$248,710

## Owner of Record

**Owner** MICAH HOUSING, INC  
**Co-Owner** C/O OPERATION HOPE  
**Care Of**  
**Address** 636 OLD POST ROAD  
 FAIRFIELD, CT 06824

**Sale Price** \$0  
**Certificate**  
**Book & Page** 3928/0303  
**Sale Date** 03/23/2007  
**Instrument** 03  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
MICAH HOUSING, INC	\$0		3928/0303	03	03/23/2007
JARVIS COURT HOMES, LLC	\$0		3758/0090	27	05/19/2006
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 2007  
**Living Area:** 2,870  
**Replacement Cost:** \$383,388

**Building Percent Good:** 39  
**Replacement Cost**  
**Less Depreciation:** \$149,500

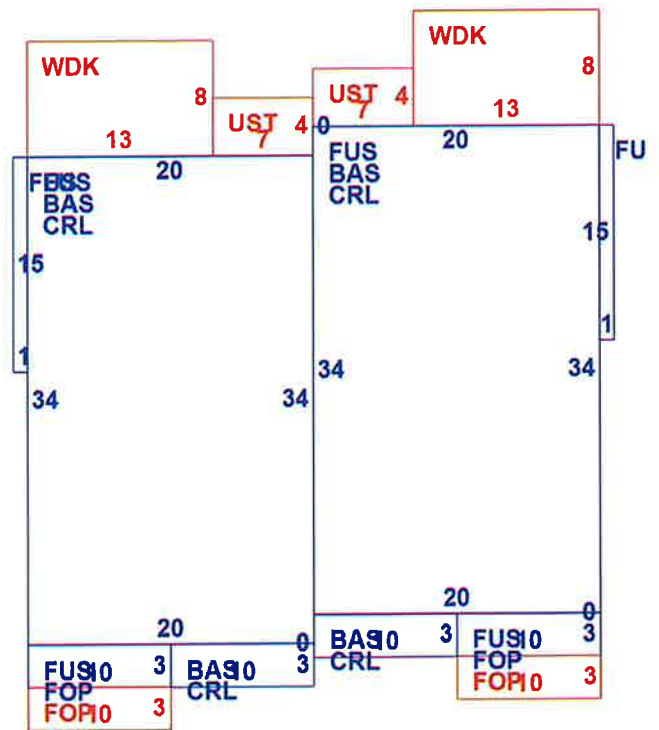
Building Attributes	
Field	Description
Style:	Family Duplex
Model	Residential
Grade:	
Stories:	2 Stories
Occupancy	2
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	Central
Total Bedrooms:	6 Bedrooms
Total Bthrms:	2
Total Half Baths:	2
Total Xtra Fixtrs:	
Total Rooms:	10 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG\\_7575\\_818](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG_7575_818))

**Building Layout**



(ParcelSketch.aspx?pid=103809&bid=22619)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	1,450	1,450
BAS	First Floor	1,420	1,420
CRL	Crawl Space	1,420	0
FOP	Porch, Open, Finished	120	0
UST	Utility Storage, Unfinished	56	0
WDK	Deck, Wood	208	0
		4,674	2,870

## Extra Features

Extra Features
No Data for Extra Features

## Land

### Land Use

**Use Code** 1040  
**Description** 2 Family  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr Category** No

### Land Line Valuation

**Size (Sqr Feet)** 9027  
**Depth**  
**Assessed Value** \$144,060  
**Appraised Value** \$205,800

## Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

## Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$149,500	\$205,800	\$355,300
2021	\$149,500	\$205,800	\$355,300
2020	\$149,500	\$205,800	\$355,300

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$104,650	\$144,060	\$248,710
2021	\$104,650	\$144,060	\$248,710
2020	\$104,650	\$144,060	\$248,710



Elizabeth P. Browne, Fairfield Town Clerk

**DECLARATION OF LAND USE COVENANT**

**THIS DECLARATION OF LAND USE COVENANTS AND RESTRICTIONS**, (this "Declaration") made as of this 14<sup>th</sup> day of August, 2024, by and between MICAH Housing, Inc. (the "Owner"), with a principal place of business at 636 Old Post Road, Fairfield, CT, in favor of the Town of Fairfield (the "Town").

**WITNESSETH:**

**WHEREAS**, Owner is the owner of certain residential properties known as 76-78 Jarvis Court, Fairfield, Connecticut and more particularly described on Schedule A attached hereto and made a part hereof (collectively, the "Property");

**WHEREAS**, the Town is interested in providing affordable rental housing for persons of low and moderate income;

**WHEREAS**, Owner has agreed to assist the Town in its goal of providing affordable rental housing by contributing the Property as permanent supportive housing for occupancy by income eligible persons or families;

**WHEREAS**, the Owner and the Town have entered into a certain Tax Abatement Agreement (the "Abatement Agreement") dated as of the date hereof, conferring certain property tax abatement benefits to Owner related to the Property, in accordance with the terms and conditions thereof;

**WHEREAS**, as a condition to granting the tax abatement benefits conferred by the Abatement Agreement, the Town requires the Owner to enter into this Declaration and to comply with the requirements set forth herein;

**NOW, THEREFORE**, in consideration of the promises and covenants hereinafter contained, the Owner hereby agrees as follows.

**ARTICLE I**

**OCCUPANCY RESTRICTIONS**

The Owner hereby covenants that:

- 1) At all times, for so long as this Declaration remains in effect, not less than two (2) dwelling units at the Property shall be occupied by persons or families with adjusted gross annual incomes which are at or below forty percent (40%) of the area median income (the "Income Limitation"), as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies.
- 2) Any dispute as to whether a person or family is one with adjusted gross annual incomes which are at or above the Income Limitation shall be resolved by the Town.
- 3) The rental, including utilities, to be charged the persons or families occupying the Dwelling Units in accordance with the terms and conditions set forth in subparagraph 1 above shall at no time exceed the rental limits as prescribed using the formula set forth in Section 8-30g-8(d) of the Regulations of Connecticut State Agencies.



- 4) The Property shall, at all times, be well maintained, meet all applicable zoning, building and health codes and standards, as well as continue to meet the standards for a Certificate of Rental Occupancy.

## **ARTICLE II**

### **RESTRICTIVE PERIOD AND AMENDMENT OF COVENANTS AND RESTRICTIONS**

- 1) This Declaration shall continue in full force and effect for a period of forty (40) years from the date this Declaration is recorded on the Fairfield Land Records. The covenants and restrictions of the Owner herein set forth governing the occupancy of the Property are intended to be and shall be considered covenants that run with the land and shall bind all subsequent owners of such land.
- 2) This Declaration may be amended only the written approval of the Town and the Owner.

## **ARTICLE III**

### **DISPUTE PROCEDURES**

- 1) Any controversy or dispute arising out of anything contained herein and, without limiting the foregoing, any rights, duties, title or estate arising herefrom or claimed hereunder, or out of the failure or refusal to perform any obligation or duty relating thereto, shall be settled by submitting such dispute first to the Town. In the event such controversy or dispute cannot be resolved by the Town, then it shall be submitted to a single arbitrator appointed by the Board of Selectmen of the Town and the decision of such arbitrator shall be final and binding. Such arbitrator shall have the right to decide all factual, legal and equitable issues and to grant or order such relief as may be necessary, including but not limited to the granting of injunctive relief, specific performance of rights under any contract or right of purchase, or the determination of the title or estate of any party in and to the matter which is the subject of such arbitration.
- 2) The cost of arbitration shall be borne equally by the parties, except, however, the arbitrator shall have the right in case of a willful breach of any covenant herein or obligation in connection therewith to direct the defaulting party to pay the cost of the arbitrator and the reasonable counsel fees of the other party. Any person who shall claim an interest in the Property, or occupy any unit or the Property as a result of the violation of any covenant herein, shall, at the option of the Town, be bound by this covenant to arbitrate as to any interest such person might have in the Property.

## **ARTICLE IV**

### **MORTGAGES**

- 1) The Occupancy Restrictions of ARTICLE I shall not apply to a mortgagee who has acquired title to the Property by foreclosure or by deed in lieu of foreclosure. However, such Occupancy Restrictions shall apply to any purchaser of the Property from such mortgagee.

- 2) Any mortgage or other lien granted on the Property after the date that this Declaration is recorded shall be subordinate to this Declaration, and Owner shall take all necessary actions to ensure the priority of this Declaration over all subsequent mortgages or other liens, and will not take any action which would impair the priority of this Declaration over subsequent mortgages or liens.

## **ARTICLE V**

### **SUCCESSORS AND ASSIGNS; RESALE RESTRICTIONS**

This Declaration shall be binding upon Owner and its respective successors and assigns, including any and all subsequent owners of the Property, provided that such covenants and restrictions have not been otherwise terminated at or prior to the time of any such resale of the Property.

## **ARTICLE VI**

### **ENFORCEMENT**

The Town, in providing the tax abatement benefits conferred on the Property and as the intended beneficiary of the covenants contained herein to implement its goal of providing affordable rental housing, shall have the full and exclusive right and authority to enforce all of the restrictive covenants and agreements contained herein. To assist in its enforcement of the Declaration, the Town shall have, inter alia, the following rights:

- 1) the right to approve and to periodically monitor, at all times and from time to time, all tenants of any dwelling unit at the Property, and to verify their income, for the purpose of confirming that, in accordance with Paragraph 1 of Article I, all of the dwelling units are being occupied by persons or families with adjusted gross annual incomes which are at or below the Income Limitation. Without limiting the foregoing, the Owner shall make a determination prior to occupancy and thereafter, annually, on the basis of current income, of whether the income of any individual or family residing in a unit of the Property exceeds the applicable Income Limitation. Annually the Owner shall certify compliance of the units with the applicable Income Limitation to the Town, if an at such times and in such manner as the Town shall require; and
- 2) the right to approve and to periodically monitor, at all times and from time to time, all leases of dwelling units at the Property, including all lease renewals, for the purpose of confirming that, in accordance with Paragraph 3 of Article I, the rental, exclusive of utilities, that is being charged the persons or families occupying the dwelling units in accordance with the terms and conditions set forth herein are at no time exceeding the rental limits therein prescribed; and
- 3) the right to take such other action, including obtaining specific performance or injunctive relief or both, and to require such other information from any owner or tenant, as may be necessary in the sole and absolute discretion of the Town, for the Town to ensure compliance with the restrictive covenants and agreements contained herein.

## ARTICLE VII

### GENERAL PROVISIONS

- 1) All rights and privileges reserved and conferred upon the Town herein may be exercised by any duly authorized agency, board, commission, committee person or other appropriate body or process of bodies (the "Agency") of the Town. Any Agency acting in the place and stead of the Town shall have the right to exercise all the rights and privileges herein reserved and conferred upon the Town. Any such Agency shall be subject to the same obligations and duties as the Town hereunder.
- 2) If any provision herein shall be deemed to be invalid, such invalidation shall in no way affect the remaining provisions herein.
- 3) This Declaration shall be governed by and construed in accordance with the laws of the State of Connecticut.
- 4) In the event the Abatement Agreement is renewed for additional forty-year terms as provided therein, the Town and the Owner shall execute a written amendment to this Declaration to be recorded on the Fairfield Land Records extending the term hereof for an additional forty (40) years.
- 5) In the event the Abatement Agreement is not renewed, then upon the termination of the Occupancy Restrictions, the Town shall provide the Owner with a release of this Declaration in proper form for recording on the Fairfield Land Records.

[SIGNATURE PAGE FOLLOWS]



**SCHEDULE A**

**PROPERTY DESCRIPTION**

All that certain piece of parcel of land together with the improvements thereon located in the Town and County of Fairfield and State of Connecticut being shown and depicted as Lots 17, 18, 19 and 21 on a certain Map entitled "Subdivision Map Prepared for Town of Fairfield Reef Road Fairfield, Connecticut" prepared by The Huntington Company, LLC dated March 14, 2005 revised through May 17, 2005, and filed on the land records of the Town of Fairfield as Map No. 7075.

RECEIVED FOR RECORD  
11/05/2024 12:14:09 PM  
Elizabeth P. Browne, Fairfield Town Clerk

*Elizabeth P. Browne*

## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b> OH Supportive Housing	<b>Set Aside:</b> NO
<b>Address:</b> 82-84 Jarvis Court	<b>Owner/Rental:</b> RENTAL
<b>Developer:</b> Town of Fairfield	<b>Total # Units:</b> 2
<b>Property Mgr:</b> MICAH Housing	<b># Affordable:</b> 2
<b>Date CO Issued:</b> 10/10/2007	<b># Market Rate:</b> 0

### Description of Development

The Town of Fairfield developed 4 duplex townhouses in 2006 to provide Supportive Housing opportunities. Upon completion the properties were transferred to Operation Hope DBA MICAH Housing, Inc and was granted 100% tax abatements on the properties for 39 years. The properties are deed restricted by the Town of Fairfield to rent to households at or below 40% of the AMI and limit rent levels to the 8-30g limits.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes ≤ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.50	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 40% of AMI	2	2.50	5
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>2</b>		<b>5</b>

# 84 JARVIS COURT

**Location** 84 JARVIS COURT

**Mblu** 183/ 116/P //

**Acct#** 22326

**Owner** MICAH HOUSING, INC

**Assessment** \$247,450

**Appraisal** \$353,500

**PID** 103810

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$145,700	\$207,800	\$353,500

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$101,990	\$145,460	\$247,450

## Owner of Record

**Owner** MICAH HOUSING, INC  
**Co-Owner** C/O OPERATION HOPE  
**Care Of**  
**Address** 636 OLD POST ROAD  
 FAIRFIELD, CT 06824

**Sale Price** \$0  
**Certificate**  
**Book & Page** 3928/0303  
**Sale Date** 03/23/2007  
**Instrument** 03  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
MICAH HOUSING, INC	\$0		3928/0303	03	03/23/2007
JARVIS COURT HOMES, LLC	\$0		3758/0090	27	05/19/2006
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 2007  
**Living Area:** 2,870  
**Replacement Cost:** \$383,388

**Building Percent Good:** 38  
**Replacement Cost**  
**Less Depreciation:** \$145,700

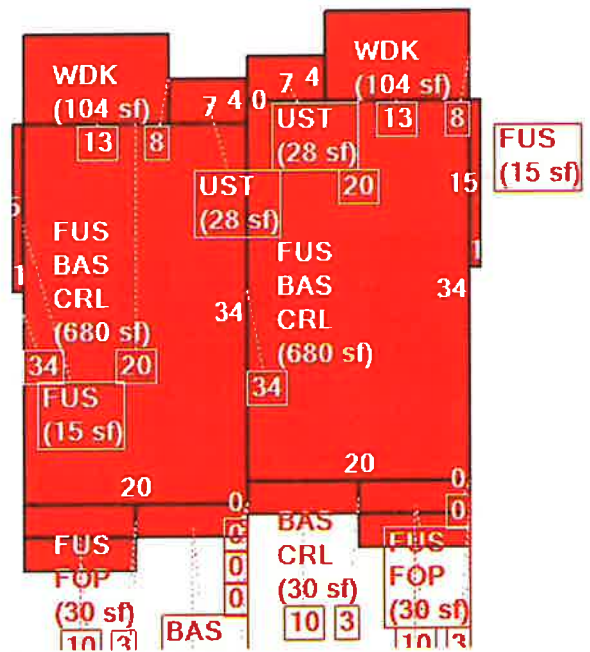
**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/\A0081\IMG\\_7577\\_818](https://images.vgsi.com/photos2/FairfieldCTPhotos/\A0081\IMG_7577_818))

Building Attributes	
Field	Description
Style:	Family Duplex
Model	Residential
Grade:	
Stories:	2 Stories
Occupancy	2
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	Central
Total Bedrooms:	6 Bedrooms
Total Bthrms:	2
Total Half Baths:	2
Total Xtra Fixtrs:	
Total Rooms:	10 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Layout**



(ParcelSketch.ashx?pid=103810&bid=22620)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	1,450	1,450
BAS	First Floor	1,420	1,420
CRL	Crawl Space	1,420	0
FOP	Porch, Open, Finished	120	0
UST	Utility Storage, Unfinished	56	0
WDK	Deck, Wood	208	0
		4,674	2,870

**Extra Features**

Extra Features



No Data for Extra Features

## Land

### Land Use

**Use Code** 1040  
**Description** 2 Family  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr Category** No

### Land Line Valuation

**Size (Sqr Feet)** 9783  
**Depth**  
**Assessed Value** \$145,460  
**Appraised Value** \$207,800

## Outbuildings

Outbuildings		Legend
No Data for Outbuildings		

## Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$145,700	\$207,800	\$353,500
2021	\$145,700	\$207,800	\$353,500
2020	\$145,700	\$207,800	\$353,500

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$101,990	\$145,460	\$247,450
2021	\$101,990	\$145,460	\$247,450
2020	\$101,990	\$145,460	\$247,450



Elizabeth P. Browne, Fairfield Town Clerk

**DECLARATION OF LAND USE COVENAN**

**THIS DECLARATION OF LAND USE COVENANTS AND RESTRICTIONS**, (this "Declaration") made as of this 14<sup>th</sup> day of August, 2024, by and between MICAH Housing, Inc. (the "Owner"), with a principal place of business at 636 Old Post Road, Fairfield, CT, in favor of the Town of Fairfield (the "Town").

**WITNESSETH:**

**WHEREAS**, Owner is the owner of certain residential properties known as 82-84 Jarvis Court, Fairfield, Connecticut and more particularly described on Schedule A attached hereto and made a part hereof (collectively, the "Property");

**WHEREAS**, the Town is interested in providing affordable rental housing for persons of low and moderate income;

**WHEREAS**, Owner has agreed to assist the Town in its goal of providing affordable rental housing by contributing the Property as permanent supportive housing for occupancy by income eligible persons or families;

**WHEREAS**, the Owner and the Town have entered into a certain Tax Abatement Agreement (the "Abatement Agreement") dated as of the date hereof, conferring certain property tax abatement benefits to Owner related to the Property, in accordance with the terms and conditions thereof;

**WHEREAS**, as a condition to granting the tax abatement benefits conferred by the Abatement Agreement, the Town requires the Owner to enter into this Declaration and to comply with the requirements set forth herein;

**NOW, THEREFORE**, in consideration of the promises and covenants hereinafter contained, the Owner hereby agrees as follows.

**ARTICLE I**

**OCCUPANCY RESTRICTIONS**

The Owner hereby covenants that:

- 1) At all times, for so long as this Declaration remains in effect, not less than two (2) dwelling units at the Property shall be occupied by persons or families with adjusted gross annual incomes which are at or below forty percent (40%) of the area median income (the "Income Limitation"), as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies.
- 2) Any dispute as to whether a person or family is one with adjusted gross annual incomes which are at or above the Income Limitation shall be resolved by the Town.
- 3) The rental, including utilities, to be charged the persons or families occupying the Dwelling Units in accordance with the terms and conditions set forth in subparagraph 1 above shall at no time exceed the rental limits as prescribed using the formula set forth in Section 8-30g-8(d) of the Regulations of Connecticut State Agencies.

- 4) The Property shall, at all times, be well maintained, meet all applicable zoning, building and health codes and standards, as well as continue to meet the standards for a Certificate of Rental Occupancy.

## **ARTICLE II**

### **RESTRICTIVE PERIOD AND AMENDMENT OF COVENANTS AND RESTRICTIONS**

- 1) This Declaration shall continue in full force and effect for a period of forty (40) years from the date this Declaration is recorded on the Fairfield Land Records. The covenants and restrictions of the Owner herein set forth governing the occupancy of the Property are intended to be and shall be considered covenants that run with the land and shall bind all subsequent owners of such land.
- 2) This Declaration may be amended only the written approval of the Town and the Owner.

## **ARTICLE III**

### **DISPUTE PROCEDURES**

- 1) Any controversy or dispute arising out of anything contained herein and, without limiting the foregoing, any rights, duties, title or estate arising herefrom or claimed hereunder, or out of the failure or refusal to perform any obligation or duty relating thereto, shall be settled by submitting such dispute first to the Town. In the event such controversy or dispute cannot be resolved by the Town, then it shall be submitted to a single arbitrator appointed by the Board of Selectmen of the Town and the decision of such arbitrator shall be final and binding. Such arbitrator shall have the right to decide all factual, legal and equitable issues and to grant or order such relief as may be necessary, including but not limited to the granting of injunctive relief, specific performance of rights under any contract or right of purchase, or the determination of the title or estate of any party in and to the matter which is the subject of such arbitration.
- 2) The cost of arbitration shall be borne equally by the parties, except, however, the arbitrator shall have the right in case of a willful breach of any covenant herein or obligation in connection therewith to direct the defaulting party to pay the cost of the arbitrator and the reasonable counsel fees of the other party. Any person who shall claim an interest in the Property, or occupy any unit or the Property as a result of the violation of any covenant herein, shall, at the option of the Town, be bound by this covenant to arbitrate as to any interest such person might have in the Property.

## **ARTICLE IV**

### **MORTGAGES**

- 1) The Occupancy Restrictions of ARTICLE I shall not apply to a mortgagee who has acquired title to the Property by foreclosure or by deed in lieu of foreclosure. However, such Occupancy Restrictions shall apply to any purchaser of the Property from such mortgagee.

- 2) Any mortgage or other lien granted on the Property after the date that this Declaration is recorded shall be subordinate to this Declaration, and Owner shall take all necessary actions to ensure the priority of this Declaration over all subsequent mortgages or other liens, and will not take any action which would impair the priority of this Declaration over subsequent mortgages or liens.

## ARTICLE V

### SUCCESSORS AND ASSIGNS; RESALE RESTRICTIONS

This Declaration shall be binding upon Owner and its respective successors and assigns, including any and all subsequent owners of the Property, provided that such covenants and restrictions have not been otherwise terminated at or prior to the time of any such resale of the Property.

## ARTICLE VI

### ENFORCEMENT

The Town, in providing the tax abatement benefits conferred on the Property and as the intended beneficiary of the covenants contained herein to implement its goal of providing affordable rental housing, shall have the full and exclusive right and authority to enforce all of the restrictive covenants and agreements contained herein. To assist in its enforcement of the Declaration, the Town shall have, inter alia, the following rights:

- 1) the right to approve and to periodically monitor, at all times and from time to time, all tenants of any dwelling unit at the Property, and to verify their income, for the purpose of confirming that, in accordance with Paragraph 1 of Article I, all of the dwelling units are being occupied by persons or families with adjusted gross annual incomes which are at or below the Income Limitation. Without limiting the foregoing, the Owner shall make a determination prior to occupancy and thereafter, annually, on the basis of current income, of whether the income of any individual or family residing in a unit of the Property exceeds the applicable Income Limitation. Annually the Owner shall certify compliance of the units with the applicable Income Limitation to the Town, if an at such times and in such manner as the Town shall require; and
- 2) the right to approve and to periodically monitor, at all times and from time to time, all leases of dwelling units at the Property, including all lease renewals, for the purpose of confirming that, in accordance with Paragraph 3 of Article I, the rental, exclusive of utilities, that is being charged the persons or families occupying the dwelling units in accordance with the terms and conditions set forth herein are at no time exceeding the rental limits therein prescribed; and
- 3) the right to take such other action, including obtaining specific performance or injunctive relief or both, and to require such other information from any owner or tenant, as may be necessary in the sole and absolute discretion of the Town, for the Town to ensure compliance with the restrictive covenants and agreements contained herein.

**ARTICLE VII**

**GENERAL PROVISIONS**

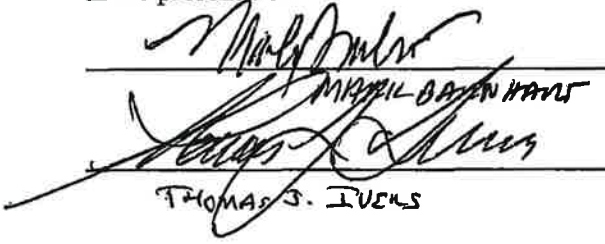
- 1) All rights and privileges reserved and conferred upon the Town herein may be exercised by any duly authorized agency, board, commission, committee person or other appropriate body or process of bodies (the "Agency") of the Town. Any Agency acting in the place and stead of the Town shall have the right to exercise all the rights and privileges herein reserved and conferred upon the Town. Any such Agency shall be subject to the same obligations and duties as the Town hereunder.
- 2) If any provision herein shall be deemed to be invalid, such invalidation shall in no way affect the remaining provisions herein.
- 3) This Declaration shall be governed by and construed in accordance with the laws of the State of Connecticut.
- 4) In the event the Abatement Agreement is renewed for additional forty-year terms as provided therein, the Town and the Owner shall execute a written amendment to this Declaration to be recorded on the Fairfield Land Records extending the term hereof for an additional forty (40) years.
- 5) In the event the Abatement Agreement is not renewed, then upon the termination of the Occupancy Restrictions, the Town shall provide the Owner will a release of this Declaration in proper form for recording on the Fairfield Land Records.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, MICAHA Housing, Inc. has executed this Declaration as of the day and year first above written.

Signed, sealed and delivered in the presence of:

MICAHA Housing, Inc.

  
MARGARET BAYEN HANS  
THOMAS J. IVERS

By: Carla Miklos  
Carla Miklos, its Executive Director

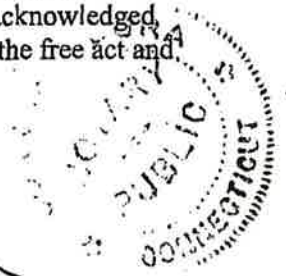
STATE OF CONNECTICUT )  
  )  
COUNTY OF FAIRFIELD )

ss: FAIRFIELD

Before me, the undersigned, this 14 day of AUGUST, 2024, personally appeared Carla Miklos, the Executive Director of MICAHA Housing, Inc., a Connecticut non-stock corporation and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained as her free act and deed and the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joanna Morra  
Notary Public  
My Commission Expires: 12/31/27



**SCHEDULE A**

**PROPERTY DESCRIPTION**

All that certain piece of parcel of land together with the improvements thereon located in the Town and County of Fairfield and State of Connecticut being shown and depicted as Lots 17, 18, 19 and 21 on a certain Map entitled "Subdivision Map Prepared for Town of Fairfield Reef Road Fairfield, Connecticut" prepared by The Huntington Company, LLC dated March 14, 2005 revised through May 17, 2005, and filed on the land records of the Town of Fairfield as Map No. 7075.

RECEIVED FOR RECORD  
11/05/2024 12:14:09 PM  
Elizabeth P. Browne, Fairfield Town Clerk



## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b> OH Supportive Housing	<b>Set Aside:</b> NO
<b>Address:</b> 87-89 Jarvis Court	<b>Owner/Rental:</b> RENTAL
<b>Developer:</b> Town of Fairfield	<b>Total # Units:</b> 2
<b>Property Mgr:</b> MICAH Housing	<b># Affordable:</b> 2
<b>Date CO Issued:</b> 7/2/2007	<b># Market Rate:</b> 0

### Description of Development

The Town of Fairfield developed 4 duplex townhouses in 2006 to provide Supportive Housing opportunities. Upon completion the properties were transferred to Operation Hope DBA MICAH Housing, Inc and was granted 100% tax abatements on the properties for 39 years. The properties are deed restricted by the Town of Fairfield to rent to households at or below 40% of the AMI and limit rent levels to the 8-30g limits.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes $\leq$ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.50	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI	2	2.50	5
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>2</b>		<b>5</b>



# 87 JARVIS COURT

**Location** 87 JARVIS COURT

**Mblu** 183/ 116/N / /

**Acct#** 22324

**Owner** MICAH HOUSING, INC

**Assessment** \$248,640

**Appraisal** \$355,200

**PID** 103812

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$149,500	\$205,700	\$355,200
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$104,650	\$143,990	\$248,640

## Owner of Record

**Owner** MICAH HOUSING, INC  
**Co-Owner** C/O OPERATION HOPE  
**Care Of**  
**Address** 636 OLD POST ROAD  
 FAIRFIELD, CT 06824

**Sale Price** \$0  
**Certificate**  
**Book & Page** 3928/0303  
**Sale Date** 03/23/2007  
**Instrument** 03  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
MICAH HOUSING, INC	\$0		3928/0303	03	03/23/2007
JARVIS COURT HOMES, LLC	\$0		3758/0090	27	05/19/2006
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 2007  
**Living Area:** 2,870  
**Replacement Cost:** \$383,388

Building Percent Good: 39

Replacement Cost

Less Depreciation: \$149,500

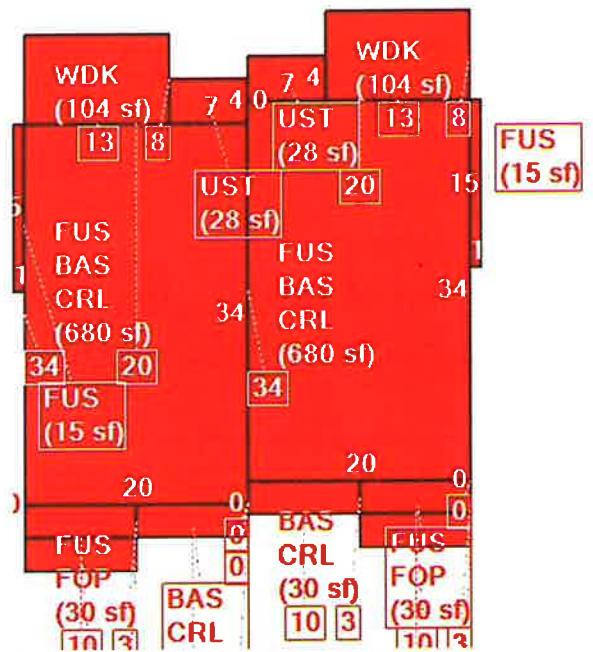
Building Attributes	
Field	Description
Style:	Family Duplex
Model	Residential
Grade:	
Stories:	2 Stories
Occupancy	2
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	Central
Total Bedrooms:	6 Bedrooms
Total Bthrms:	2
Total Half Baths:	2
Total Xtra Fixtrs:	
Total Rooms:	10 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



(https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG\_7578\_818

Building Layout



(ParcelSketch.ashx?pid=103812&bid=22623)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	1,450	1,450
BAS	First Floor	1,420	1,420
CRL	Crawl Space	1,420	0
FOP	Porch, Open, Finished	120	0
UST	Utility Storage, Unfinished	56	0
WDK	Deck, Wood	208	0
		4,674	2,870

Extra Features

Extra Features

No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1040  
**Description** 2 Family  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Sqr Feet)** 9013  
**Depth**  
**Assessed Value** \$143,990  
**Appraised Value** \$205,700

**Outbuildings**

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$149,500	\$205,700	\$355,200
2021	\$149,500	\$205,700	\$355,200
2020	\$149,500	\$205,700	\$355,200

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$104,650	\$143,990	\$248,640
2021	\$104,650	\$143,990	\$248,640
2020	\$104,650	\$143,990	\$248,640

**DECLARATION OF LAND USE COVENA**

**THIS DECLARATION OF LAND USE COVENANTS AND RESTRICTIONS**, (this "Declaration") made as of this 4<sup>th</sup> day of August, 2024, by and between MICAH Housing, Inc. (the "Owner"), with a principal place of business at 636 Old Post Road, Fairfield, CT, in favor of the Town of Fairfield (the "Town").

**WITNESSETH:**

**WHEREAS**, Owner is the owner of certain residential properties known as 87-89 Jarvis Court, Fairfield, Connecticut and more particularly described on Schedule A attached hereto and made a part hereof (collectively, the "Property");

**WHEREAS**, the Town is interested in providing affordable rental housing for persons of low and moderate income;

**WHEREAS**, Owner has agreed to assist the Town in its goal of providing affordable rental housing by contributing the Property as permanent supportive housing for occupancy by income eligible persons or families;

**WHEREAS**, the Owner and the Town have entered into a certain Tax Abatement Agreement (the "Abatement Agreement") dated as of the date hereof, conferring certain property tax abatement benefits to Owner related to the Property, in accordance with the terms and conditions thereof;

**WHEREAS**, as a condition to granting the tax abatement benefits conferred by the Abatement Agreement, the Town requires the Owner to enter into this Declaration and to comply with the requirements set forth herein;

**NOW, THEREFORE**, in consideration of the promises and covenants hereinafter contained, the Owner hereby agrees as follows.

**ARTICLE I****OCCUPANCY RESTRICTIONS**

The Owner hereby covenants that:

- 1) At all times, for so long as this Declaration remains in effect, not less than two (2) dwelling units at the Property shall be occupied by persons or families with adjusted gross annual incomes which are at or below forty percent (40%) of the area median income (the "Income Limitation"), as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies.
- 2) Any dispute as to whether a person or family is one with adjusted gross annual incomes which are at or above the Income Limitation shall be resolved by the Town.
- 3) The rental, including utilities, to be charged the persons or families occupying the Dwelling Units in accordance with the terms and conditions set forth in subparagraph 1 above shall at no time exceed the rental limits as prescribed using the formula set forth in Section 8-30g-8(d) of the Regulations of Connecticut State Agencies.

- 4) The Property shall, at all times, be well maintained, meet all applicable zoning, building and health codes and standards, as well as continue to meet the standards for a Certificate of Rental Occupancy.

## **ARTICLE II**

### **RESTRICTIVE PERIOD AND AMENDMENT OF COVENANTS AND RESTRICTIONS**

- 1) This Declaration shall continue in full force and effect for a period of forty (40) years from the date this Declaration is recorded on the Fairfield Land Records. The covenants and restrictions of the Owner herein set forth governing the occupancy of the Property are intended to be and shall be considered covenants that run with the land and shall bind all subsequent owners of such land.
- 2) This Declaration may be amended only the written approval of the Town and the Owner.

## **ARTICLE III**

### **DISPUTE PROCEDURES**

- 1) Any controversy or dispute arising out of anything contained herein and, without limiting the foregoing, any rights, duties, title or estate arising herefrom or claimed hereunder, or out of the failure or refusal to perform any obligation or duty relating thereto, shall be settled by submitting such dispute first to the Town. In the event such controversy or dispute cannot be resolved by the Town, then it shall be submitted to a single arbitrator appointed by the Board of Selectmen of the Town and the decision of such arbitrator shall be final and binding. Such arbitrator shall have the right to decide all factual, legal and equitable issues and to grant or order such relief as may be necessary, including but not limited to the granting of injunctive relief, specific performance of rights under any contract or right of purchase, or the determination of the title or estate of any party in and to the matter which is the subject of such arbitration.
- 2) The cost of arbitration shall be borne equally by the parties, except, however, the arbitrator shall have the right in case of a willful breach of any covenant herein or obligation in connection therewith to direct the defaulting party to pay the cost of the arbitrator and the reasonable counsel fees of the other party. Any person who shall claim an interest in the Property, or occupy any unit or the Property as a result of the violation of any covenant herein, shall, at the option of the Town, be bound by this covenant to arbitrate as to any interest such person might have in the Property.

## **ARTICLE IV**

### **MORTGAGES**

- 1) The Occupancy Restrictions of ARTICLE I shall not apply to a mortgagee who has acquired title to the Property by foreclosure or by deed in lieu of foreclosure. However, such Occupancy Restrictions shall apply to any purchaser of the Property from such mortgagee.

- 2) Any mortgage or other lien granted on the Property after the date that this Declaration is recorded shall be subordinate to this Declaration, and Owner shall take all necessary actions to ensure the priority of this Declaration over all subsequent mortgages or other liens, and will not take any action which would impair the priority of this Declaration over subsequent mortgages or liens.

## ARTICLE V

### SUCCESSORS AND ASSIGNS; RESALE RESTRICTIONS

This Declaration shall be binding upon Owner and its respective successors and assigns, including any and all subsequent owners of the Property, provided that such covenants and restrictions have not been otherwise terminated at or prior to the time of any such resale of the Property.

## ARTICLE VI

### ENFORCEMENT

The Town, in providing the tax abatement benefits conferred on the Property and as the intended beneficiary of the covenants contained herein to implement its goal of providing affordable rental housing, shall have the full and exclusive right and authority to enforce all of the restrictive covenants and agreements contained herein. To assist in its enforcement of the Declaration, the Town shall have, inter alia, the following rights:

- 1) the right to approve and to periodically monitor, at all times and from time to time, all tenants of any dwelling unit at the Property, and to verify their income, for the purpose of confirming that, in accordance with Paragraph 1 of Article I, all of the dwelling units are being occupied by persons or families with adjusted gross annual incomes which are at or below the Income Limitation. Without limiting the foregoing, the Owner shall make a determination prior to occupancy and thereafter, annually, on the basis of current income, of whether the income of any individual or family residing in a unit of the Property exceeds the applicable Income Limitation. Annually the Owner shall certify compliance of the units with the applicable Income Limitation to the Town, if an at such times and in such manner as the Town shall require; and
- 2) the right to approve and to periodically monitor, at all times and from time to time, all leases of dwelling units at the Property, including all lease renewals, for the purpose of confirming that, in accordance with Paragraph 3 of Article I, the rental, exclusive of utilities, that is being charged the persons or families occupying the dwelling units in accordance with the terms and conditions set forth herein are at no time exceeding the rental limits therein prescribed; and
- 3) the right to take such other action, including obtaining specific performance or injunctive relief or both, and to require such other information from any owner or tenant, as may be necessary in the sole and absolute discretion of the Town, for the Town to ensure compliance with the restrictive covenants and agreements contained herein.

## ARTICLE VII

### GENERAL PROVISIONS

- 1) All rights and privileges reserved and conferred upon the Town herein may be exercised by any duly authorized agency, board, commission, committee person or other appropriate body or process of bodies (the "Agency") of the Town. Any Agency acting in the place and stead of the Town shall have the right to exercise all the rights and privileges herein reserved and conferred upon the Town. Any such Agency shall be subject to the same obligations and duties as the Town hereunder.
- 2) If any provision herein shall be deemed to be invalid, such invalidation shall in no way affect the remaining provisions herein.
- 3) This Declaration shall be governed by and construed in accordance with the laws of the State of Connecticut.
- 4) In the event the Abatement Agreement is renewed for additional forty-year terms as provided therein, the Town and the Owner shall execute a written amendment to this Declaration to be recorded on the Fairfield Land Records extending the term hereof for an additional forty (40) years.
- 5) In the event the Abatement Agreement is not renewed, then upon the termination of the Occupancy Restrictions, the Town shall provide the Owner with a release of this Declaration in proper form for recording on the Fairfield Land Records.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, MICAHA Housing, Inc. has executed this Declaration as of the day and year first above written.

Signed, sealed and delivered in the presence of:

MICAHA Housing, Inc.

[Signature]  
MARILYN SANDOZ  
[Signature]  
THOMAS J. EVERS

By: Carla Miklos  
Carla Miklos, its Executive Director

STATE OF CONNECTICUT )  
  )  
COUNTY OF FAIRFIELD )

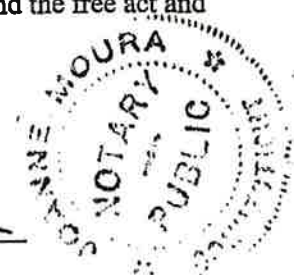
ss: FAIRFIELD

Before me, the undersigned, this 14 day of AUGUST, 2024, personally appeared Carla Miklos, the Executive Director of MICAHA Housing, Inc., a Connecticut non-stock corporation and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained as her free act and deed and the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jeanne Moura

Notary Public  
My Commission Expires: 12/31/27





**SCHEDULE A**

**PROPERTY DESCRIPTION**

All that certain piece of parcel of land together with the improvements thereon located in the Town and County of Fairfield and State of Connecticut being shown and depicted as Lots 17, 18, 19 and 21 on a certain Map entitled "Subdivision Map Prepared for Town of Fairfield Reef Road Fairfield, Connecticut" prepared by The Huntington Company, LLC dated March 14, 2005 revised through May 17, 2005, and filed on the land records of the Town of Fairfield as Map No. 7075.

RECEIVED FOR RECORD  
11/05/2024 12:14:09 PM  
Elizabeth P. Browne, Fairfield Town Clerk



## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b> OH Supportive Housing	<b>Set Aside:</b> NO
<b>Address:</b> 18-20 Garden Drive	<b>Owner/Rental:</b> RENTAL
<b>Developer:</b> Town of Fairfield	<b>Total # Units:</b> 2
<b>Property Mgr:</b> MICAH Housing	<b># Affordable:</b> 2
<b>Date CO Issued:</b> N/A	<b># Market Rate:</b> 0

### Description of Development

The Town of Fairfield developed scattered site townhouses to provide Supportive Housing opportunities. Upon completion the properties were transferred to Operation Hope DBA MICAH Housing, Inc and was granted 100% tax abatements on the properties for 39 years. The properties are deed restricted by the Town of Fairfield to rent to households at or below 40% of the AMI and limit rent levels to the 8-30g limits.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes $\leq$ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.50	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI	2	2.50	5
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>2</b>		<b>5</b>

# 18 GARDEN DRIVE

**Location** 18 GARDEN DRIVE

**Mblu** 46/91///

**Acct#** 17701

**Owner** OH PROPERTIES LLC

**Assessment** \$242,480

**Appraisal** \$346,400

**PID** 4045

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$78,300	\$268,100	\$346,400

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$54,810	\$187,670	\$242,480

## Owner of Record

**Owner** OH PROPERTIES LLC  
**Co-Owner**  
**Care Of**  
**Address** 636 OLD POST ROAD  
 FAIRFIELD, CT 06824-6647

**Sale Price** \$0  
**Certificate** 1  
**Book & Page** 5285/0010  
**Sale Date** 06/24/2015  
**Instrument** 25  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
OH PROPERTIES LLC	\$0	1	5285/0010	25	06/24/2015
18 GARDEN DRIVE, LLC	\$0		3927/0242	03	03/21/2007
MICAH HOUSING INC	\$325,000		2791/090-	UNKQ	02/25/2003
DAVIS MARY B ; CODY J	\$0		0756/0668		11/07/1985

## Building Information

### Building 1 : Section 1

**Year Built:** 1942  
**Living Area:** 1,560

**Replacement Cost:** \$130,447  
**Building Percent Good:** 60  
**Replacement Cost Less Depreciation:** \$78,300

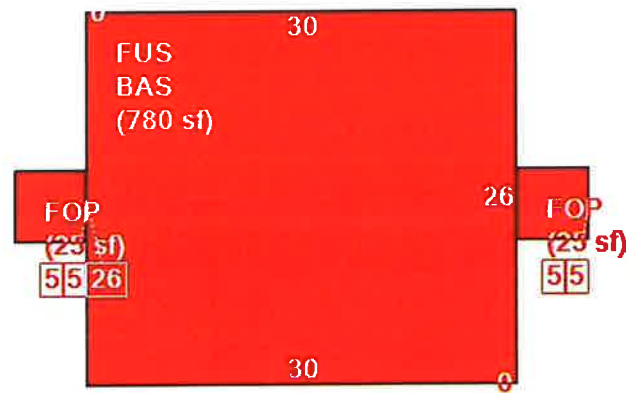
Building Attributes	
Field	Description
Style:	Family Duplex
Model	Residential
Grade:	
Stories:	2 Stories
Occupancy	2
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	Carpet
Heat Fuel	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	4 Bedrooms
Total Bthrms:	2
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	8 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	02
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

### Building Photo



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0075\IMG\\_4576\\_759](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0075\IMG_4576_759))

### Building Layout



(ParcelSketch.ashx?pid=4045&bid=3965)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	780	780
FUS	Upper Story, Finished	780	780
FOP	Porch, Open, Finished	50	0
		1,610	1,560

### Extra Features

Extra Features
No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1040  
**Description** 2 Family  
**Zone** R3  
**Neighborhood** 0085  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Sqr Feet)** 7110  
**Depth** 0  
**Assessed Value** \$187,670  
**Appraised Value** \$268,100

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$78,300	\$268,100	\$346,400
2021	\$78,300	\$268,100	\$346,400
2020	\$78,300	\$268,100	\$346,400

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$54,810	\$187,670	\$242,480
2021	\$54,810	\$187,670	\$242,480
2020	\$54,810	\$187,670	\$242,480



Elizabeth P. Browne, Fairfield Town Clerk

**DECLARATION OF LAND USE COVENANT**

**THIS DECLARATION OF LAND USE COVENANTS AND RESTRICTIONS**, (this "Declaration") made as of this 14 day of August, 2024, by and between OH Properties, LLC (the "Owner"), with a principal place of business at 636 Old Post Road, Fairfield, CT, in favor of the Town of Fairfield (the "Town").

**WITNESSETH:**

**WHEREAS**, Owner is the owner of certain residential properties known as 18-20 Garden Drive, Fairfield, Connecticut and more particularly described on Schedule A attached hereto and made a part hereof (collectively, the "Property");

**WHEREAS**, the Town is interested in providing affordable rental housing for persons of low and moderate income;

**WHEREAS**, Owner has agreed to assist the Town in its goal of providing affordable rental housing by contributing the Property as permanent supportive housing for occupancy by income eligible persons or families;

**WHEREAS**, the Owner and the Town have entered into a certain Tax Abatement Agreement (the "Abatement Agreement") dated as of the date hereof, conferring certain property tax abatement benefits to Owner related to the Property, in accordance with the terms and conditions thereof;

**WHEREAS**, as a condition to granting the tax abatement benefits conferred by the Abatement Agreement, the Town requires the Owner to enter into this Declaration and to comply with the requirements set forth herein;

**NOW, THEREFORE**, in consideration of the promises and covenants hereinafter contained, the Owner hereby agrees as follows.

**ARTICLE I**

**OCCUPANCY RESTRICTIONS**

The Owner hereby covenants that:

- 1) At all times, for so long as this Declaration remains in effect, not less than four (4) dwelling units at the Property shall be occupied by persons or families with adjusted gross annual incomes which are at or below forty percent (40%) of the area median income (the "Income Limitation"), as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies.
- 2) Any dispute as to whether a person or family is one with adjusted gross annual incomes which are at or above the Income Limitation shall be resolved by the Town.
- 3) The rental, including utilities, to be charged the persons or families occupying the Dwelling Units in accordance with the terms and conditions set forth in subparagraph 1 above shall at no time exceed the rental limits as prescribed using the formula set forth in Section 8-30g-8(d) of the Regulations of Connecticut State Agencies.

- 4) The Property shall, at all times, be well maintained, meet all applicable zoning, building and health codes and standards, as well as continue to meet the standards for a Certificate of Rental Occupancy.

## **ARTICLE II**

### **RESTRICTIVE PERIOD AND AMENDMENT OF COVENANTS AND RESTRICTIONS**

- 1) This Declaration shall continue in full force and effect for a period of forty (40) years from the date this Declaration is recorded on the Fairfield Land Records. The covenants and restrictions of the Owner herein set forth governing the occupancy of the Property are intended to be and shall be considered covenants that run with the land and shall bind all subsequent owners of such land.
- 2) This Declaration may be amended only the written approval of the Town and the Owner.

## **ARTICLE III**

### **DISPUTE PROCEDURES**

- 1) Any controversy or dispute arising out of anything contained herein and, without limiting the foregoing, any rights, duties, title or estate arising herefrom or claimed hereunder, or out of the failure or refusal to perform any obligation or duty relating thereto, shall be settled by submitting such dispute first to the Town. In the event such controversy or dispute cannot be resolved by the Town, then it shall be submitted to a single arbitrator appointed by the Board of Selectmen of the Town and the decision of such arbitrator shall be final and binding. Such arbitrator shall have the right to decide all factual, legal and equitable issues and to grant or order such relief as may be necessary, including but not limited to the granting of injunctive relief, specific performance of rights under any contract or right of purchase, or the determination of the title or estate of any party in and to the matter which is the subject of such arbitration.
- 2) The cost of arbitration shall be borne equally by the parties, except, however, the arbitrator shall have the right in case of a willful breach of any covenant herein or obligation in connection therewith to direct the defaulting party to pay the cost of the arbitrator and the reasonable counsel fees of the other party. Any person who shall claim an interest in the Property, or occupy any unit or the Property as a result of the violation of any covenant herein, shall, at the option of the Town, be bound by this covenant to arbitrate as to any interest such person might have in the Property.

## **ARTICLE IV**

### **MORTGAGES**

- 1) The Occupancy Restrictions of ARTICLE I shall not apply to a mortgagee who has acquired title to the Property by foreclosure or by deed in lieu of foreclosure. However, such Occupancy Restrictions shall apply to any purchaser of the Property from such mortgagee.

- 2) Any mortgage or other lien granted on the Property after the date that this Declaration is recorded shall be subordinate to this Declaration, and Owner shall take all necessary actions to ensure the priority of this Declaration over all subsequent mortgages or other liens, and will not take any action which would impair the priority of this Declaration over subsequent mortgages or liens.

## ARTICLE V

### SUCCESSORS AND ASSIGNS; RESALE RESTRICTIONS

This Declaration shall be binding upon Owner and its respective successors and assigns, including any and all subsequent owners of the Property, provided that such covenants and restrictions have not been otherwise terminated at or prior to the time of any such resale of the Property.

## ARTICLE VI

### ENFORCEMENT

The Town, in providing the tax abatement benefits conferred on the Property and as the intended beneficiary of the covenants contained herein to implement its goal of providing affordable rental housing, shall have the full and exclusive right and authority to enforce all of the restrictive covenants and agreements contained herein. To assist in its enforcement of the Declaration, the Town shall have, inter alia, the following rights:

- 1) the right to approve and to periodically monitor, at all times and from time to time, all tenants of any dwelling unit at the Property, and to verify their income, for the purpose of confirming that, in accordance with Paragraph 1 of Article I, all of the dwelling units are being occupied by persons or families with adjusted gross annual incomes which are at or below the Income Limitation. Without limiting the foregoing, the Owner shall make a determination prior to occupancy and thereafter, annually, on the basis of current income, of whether the income of any individual or family residing in a unit of the Property exceeds the applicable Income Limitation. Annually the Owner shall certify compliance of the units with the applicable Income Limitation to the Town, if an at such times and in such manner as the Town shall require; and
- 2) the right to approve and to periodically monitor, at all times and from time to time, all leases of dwelling units at the Property, including all lease renewals, for the purpose of confirming that, in accordance with Paragraph 3 of Article I, the rental, exclusive of utilities, that is being charged the persons or families occupying the dwelling units in accordance with the terms and conditions set forth herein are at no time exceeding the rental limits therein prescribed; and
- 3) the right to take such other action, including obtaining specific performance or injunctive relief or both, and to require such other information from any owner or tenant, as may be necessary in the sole and absolute discretion of the Town, for the Town to ensure compliance with the restrictive covenants and agreements contained herein.



**ARTICLE VII**


**GENERAL PROVISIONS**

- 1) All rights and privileges reserved and conferred upon the Town herein may be exercised by any duly authorized agency, board, commission, committee person or other appropriate body or process of bodies (the "Agency") of the Town. Any Agency acting in the place and stead of the Town shall have the right to exercise all the rights and privileges herein reserved and conferred upon the Town. Any such Agency shall be subject to the same obligations and duties as the Town hereunder.
- 2) If any provision herein shall be deemed to be invalid, such invalidation shall in no way affect the remaining provisions herein.
- 3) This Declaration shall be governed by and construed in accordance with the laws of the State of Connecticut.
- 4) In the event the Abatement Agreement is renewed for additional forty-year terms as provided therein, the Town and the Owner shall execute a written amendment to this Declaration to be recorded on the Fairfield Land Records extending the term hereof for an additional forty (40) years.
- 5) In the event the Abatement Agreement is not renewed, then upon the termination of the Occupancy Restrictions, the Town shall provide the Owner with a release of this Declaration in proper form for recording on the Fairfield Land Records.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, OH Properties, LLC has executed this Declaration as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
MARK SAMMARTINO

OH Properties, LLC


By: Operation of Hope of Fairfield, Inc.  
Its Sole Member

By:   
Carla Miklos, its Executive Director

STATE OF CONNECTICUT     )  
  )  
  )     ss:  
COUNTY OF FAIRFIELD     )

Before me, the undersigned, this 14 day of August, 2024, personally appeared Carla Miklos, the Executive Director of Operation Hope of Fairfield, Inc., the sole member of OH Properties, LLC, a Connecticut limited liability company and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained as her free act as such President of the sole member of OH Properties, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 12/31/27

**SCHEDULE A**

**PROPERTY DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land, with the buildings and improvements thereon, situated in the Town of Fairfield, County of Fairfield and State of Connecticut, known and designated as Lot or Parcel No. 34 as shown on certain maps or plots entitled "Melville Avenue, Fairfield Connecticut, Dated April 1, 1947, No. 6072", consisting of four sheets numbered Section 1, 2, 3 and 4, respectively, drawn by the New England Survey Service, Inc. and Revised Dec. 10, 1956 by Eugene Stephen Hajas, Land Surveyor, and on file in the office of the Town Clerk of the Town of Fairfield.

RECEIVED FOR RECORD  
08/14/2024 11:46:41 AM  
Elizabeth P. Browne, Fairfield Town Clerk



## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b>	OH Supportive Housing	<b>Set Aside:</b>	NO
<b>Address:</b>	145 Grasmere Ave. AKA 141-149 Grasmere Ave.	<b>Owner/Rental:</b>	RENTAL
<b>Developer:</b>	Town of Fairfield	<b>Total # Units:</b>	2
<b>Property Mgr:</b>	MICAH Housing	<b># Affordable:</b>	2
<b>Date CO Issued:</b>	N/A	<b># Market Rate:</b>	0

### Description of Development

The Town of Fairfield developed scattered site townhouses to provide Supportive Housing opportunities. Upon completion the properties were transferred to Operation Hope DBA MICAH Housing, Inc and was granted 100% tax abatements on the properties for 39 years. The properties are deed restricted by the Town of Fairfield to rent to households at or below 40% of the AMI and limit rent levels to the 8-30g limits.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes $\leq$ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.50	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI	2	2.50	5
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>2</b>		<b>5</b>

# 145 GRASMERE AVENUE

**Location** 145 GRASMERE AVENUE

**Mblu** 130/357///

**Acct#** 14974

**Owner** OH PROPERTIES LLC

**Assessment** \$250,250

**Appraisal** \$357,500

**PID** 11354

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$236,800	\$120,700	\$357,500
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$165,760	\$84,490	\$250,250

## Owner of Record

**Owner** OH PROPERTIES LLC  
**Co-Owner**  
**Care Of**  
**Address** 636 OLD POST ROAD  
 FAIRFIELD, CT 06824-6644

**Sale Price** \$0  
**Certificate**  
**Book & Page** 5883/154  
**Sale Date** 03/04/2020  
**Instrument** 02  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
OH PROPERTIES LLC	\$0		5883/154	02	03/04/2020
145 GRASMERE AVENUE, LLC	\$0		3927/0238	03	03/21/2007
MICAH HOUSING INC	\$130,000		1400/0155	UNKQ	06/28/1994
THE DIME SAVINGS BANK OF	\$0		1234/0115	00	03/26/1993
HASTINGS JAMES & NANCY	\$0		00794/0017		12/31/1986

## Building Information

**Building 1 : Section 1**

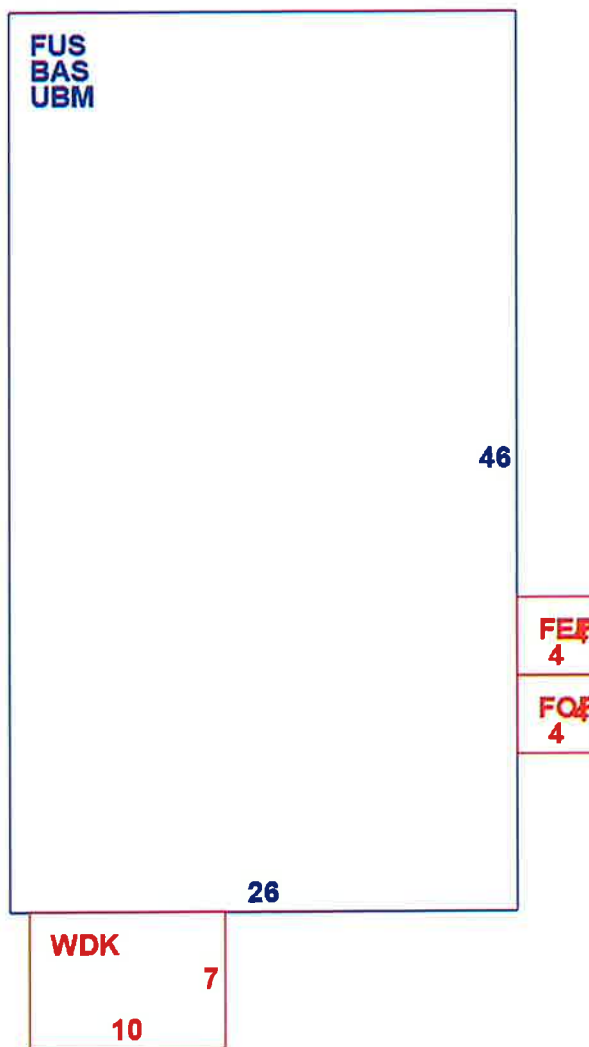
**Year Built:** 1918  
**Living Area:** 2,392  
**Replacement Cost:** \$405,213  
**Building Percent Good:** 57  
**Replacement Cost Less Depreciation:** \$231,000

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/\0086\IMG\\_0112\\_862](https://images.vgsi.com/photos2/FairfieldCTPhotos/\0086\IMG_0112_862))

**Building Layout**



(ParcelSketch.ashx?pid=11354&bid=10963)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
FUS	Upper Story, Finished	1,196	1,196

Building Attributes	
Field	Description
Style:	Multi Family
Model	Residential
Grade:	04
Stories:	2 Stories
Occupancy	2
Exterior Wall 1	Brick/Masonry
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Plastered
Interior Wall 2	Drywall
Interior Flr 1	Hardwood
Interior Flr 2	Carpet
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	5 Bedrooms
Total Bthrms:	2
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	12 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	02
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

FEP	Porch, Enclosed, Finished	16	0
FOP	Porch, Open, Finished	16	0
UBM	Basement, Unfinished	1,196	0
WDK	Deck, Wood	70	0
		3,690	2,392

**Extra Features**

Extra Features
No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1040  
**Description** 2 Family  
**Zone** B  
**Neighborhood** 0095  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Sqr Feet)** 5000  
**Depth** 0  
**Assessed Value** \$84,490  
**Appraised Value** \$120,700

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
FGR1	GARAGE-AVE			361.00 S.F.	\$5,800	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$236,800	\$120,700	\$357,500
2021	\$236,800	\$120,700	\$357,500
2020	\$236,800	\$120,700	\$357,500

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$165,760	\$84,490	\$250,250
2021	\$165,760	\$84,490	\$250,250
2020	\$165,760	\$84,490	\$250,250



## DECLARATION OF LAND USE COVEN

**THIS DECLARATION OF LAND USE COVENANTS AND RESTRICTIONS**, (this "Declaration") made as of this 14<sup>th</sup> day of August, 2024, by and between OH Properties, LLC (the "Owner"), with a principal place of business at 636 Old Post Road, Fairfield, CT, in favor of the Town of Fairfield (the "Town").

### WITNESSETH:

**WHEREAS**, Owner is the owner of certain residential properties known as 141-149 Grasmere Avenue, Fairfield, Connecticut and more particularly described on Schedule A attached hereto and made a part hereof (collectively, the "Property");

**WHEREAS**, the Town is interested in providing affordable rental housing for persons of low and moderate income;

**WHEREAS**, Owner has agreed to assist the Town in its goal of providing affordable rental housing by contributing the Property as permanent supportive housing for occupancy by income eligible persons or families;

**WHEREAS**, the Owner and the Town have entered into a certain Tax Abatement Agreement (the "Abatement Agreement") dated as of the date hereof, conferring certain property tax abatement benefits to Owner related to the Property, in accordance with the terms and conditions thereof;

**WHEREAS**, as a condition to granting the tax abatement benefits conferred by the Abatement Agreement, the Town requires the Owner to enter into this Declaration and to comply with the requirements set forth herein;

**NOW, THEREFORE**, in consideration of the promises and covenants hereinafter contained, the Owner hereby agrees as follows.

### ARTICLE I

#### OCCUPANCY RESTRICTIONS

The Owner hereby covenants that:

- 1) At all times, for so long as this Declaration remains in effect, not less than four (4) dwelling units at the Property shall be occupied by persons or families with adjusted gross annual incomes which are at or below forty percent (40%) of the area median income (the "Income Limitation"), as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies.
- 2) Any dispute as to whether a person or family is one with adjusted gross annual incomes which are at or above the Income Limitation shall be resolved by the Town.
- 3) The rental, including utilities, to be charged the persons or families occupying the Dwelling Units in accordance with the terms and conditions set forth in subparagraph 1 above shall at no time exceed the rental limits as prescribed using the formula set forth in Section 8-30g-8(d) of the Regulations of Connecticut State Agencies.



- 4) The Property shall, at all times, be well maintained, meet all applicable zoning, building and health codes and standards, as well as continue to meet the standards for a Certificate of Rental Occupancy.

## **ARTICLE II**

### **RESTRICTIVE PERIOD AND AMENDMENT OF COVENANTS AND RESTRICTIONS**

- 1) This Declaration shall continue in full force and effect for a period of forty (40) years from the date this Declaration is recorded on the Fairfield Land Records. The covenants and restrictions of the Owner herein set forth governing the occupancy of the Property are intended to be and shall be considered covenants that run with the land and shall bind all subsequent owners of such land.
- 2) This Declaration may be amended only the written approval of the Town and the Owner.

## **ARTICLE III**

### **DISPUTE PROCEDURES**

- 1) Any controversy or dispute arising out of anything contained herein and, without limiting the foregoing, any rights, duties, title or estate arising herefrom or claimed hereunder, or out of the failure or refusal to perform any obligation or duty relating thereto, shall be settled by submitting such dispute first to the Town. In the event such controversy or dispute cannot be resolved by the Town, then it shall be submitted to a single arbitrator appointed by the Board of Selectmen of the Town and the decision of such arbitrator shall be final and binding. Such arbitrator shall have the right to decide all factual, legal and equitable issues and to grant or order such relief as may be necessary, including but not limited to the granting of injunctive relief, specific performance of rights under any contract or right of purchase, or the determination of the title or estate of any party in and to the matter which is the subject of such arbitration.
- 2) The cost of arbitration shall be borne equally by the parties, except, however, the arbitrator shall have the right in case of a willful breach of any covenant herein or obligation in connection therewith to direct the defaulting party to pay the cost of the arbitrator and the reasonable counsel fees of the other party. Any person who shall claim an interest in the Property, or occupy any unit or the Property as a result of the violation of any covenant herein, shall, at the option of the Town, be bound by this covenant to arbitrate as to any interest such person might have in the Property.

## **ARTICLE IV**

### **MORTGAGES**

- 1) The Occupancy Restrictions of ARTICLE I shall not apply to a mortgagee who has acquired title to the Property by foreclosure or by deed in lieu of foreclosure. However, such Occupancy Restrictions shall apply to any purchaser of the Property from such mortgagee.

- 2) Any mortgage or other lien granted on the Property after the date that this Declaration is recorded shall be subordinate to this Declaration, and Owner shall take all necessary actions to ensure the priority of this Declaration over all subsequent mortgages or other liens, and will not take any action which would impair the priority of this Declaration over subsequent mortgages or liens.

## **ARTICLE V**

### **SUCCESSORS AND ASSIGNS; RESALE RESTRICTIONS**

This Declaration shall be binding upon Owner and its respective successors and assigns, including any and all subsequent owners of the Property, provided that such covenants and restrictions have not been otherwise terminated at or prior to the time of any such resale of the Property.

## **ARTICLE VI**

### **ENFORCEMENT**

The Town, in providing the tax abatement benefits conferred on the Property and as the intended beneficiary of the covenants contained herein to implement its goal of providing affordable rental housing, shall have the full and exclusive right and authority to enforce all of the restrictive covenants and agreements contained herein. To assist in its enforcement of the Declaration, the Town shall have, inter alia, the following rights:

- 1) the right to approve and to periodically monitor, at all times and from time to time, all tenants of any dwelling unit at the Property, and to verify their income, for the purpose of confirming that, in accordance with Paragraph 1 of Article I, all of the dwelling units are being occupied by persons or families with adjusted gross annual incomes which are at or below the Income Limitation. Without limiting the foregoing, the Owner shall make a determination prior to occupancy and thereafter, annually, on the basis of current income, of whether the income of any individual or family residing in a unit of the Property exceeds the applicable Income Limitation. Annually the Owner shall certify compliance of the units with the applicable Income Limitation to the Town, if an at such times and in such manner as the Town shall require; and
- 2) the right to approve and to periodically monitor, at all times and from time to time, all leases of dwelling units at the Property, including all lease renewals, for the purpose of confirming that, in accordance with Paragraph 3 of Article I, the rental, exclusive of utilities, that is being charged the persons or families occupying the dwelling units in accordance with the terms and conditions set forth herein are at no time exceeding the rental limits therein prescribed; and
- 3) the right to take such other action, including obtaining specific performance or injunctive relief or both, and to require such other information from any owner or tenant, as may be necessary in the sole and absolute discretion of the Town, for the Town to ensure compliance with the restrictive covenants and agreements contained herein.

**ARTICLE VII**

**GENERAL PROVISIONS**

- 1) All rights and privileges reserved and conferred upon the Town herein may be exercised by any duly authorized agency, board, commission, committee person or other appropriate body or process of bodies (the "Agency") of the Town. Any Agency acting in the place and stead of the Town shall have the right to exercise all the rights and privileges herein reserved and conferred upon the Town. Any such Agency shall be subject to the same obligations and duties as the Town hereunder.
  
- 2) If any provision herein shall be deemed to be invalid, such invalidation shall in no way affect the remaining provisions herein.
  
- 3) This Declaration shall be governed by and construed in accordance with the laws of the State of Connecticut.
  
- 4) In the event the Abatement Agreement is renewed for additional forty-year terms as provided therein, the Town and the Owner shall execute a written amendment to this Declaration to be recorded on the Fairfield Land Records extending the term hereof for an additional forty (40) years.
  
- 5) In the event the Abatement Agreement is not renewed, then upon the termination of the Occupancy Restrictions, the Town shall provide the Owner with a release of this Declaration in proper form for recording on the Fairfield Land Records.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, OH Properties, LLC has executed this Declaration as of the day and year first above written.

Signed, sealed and delivered in the presence of:

*Mark Barnhart*  
MARK BARNHART

OH Properties, LLC

By: Operation of Hope of Fairfield, Inc.  
Its Sole Member

By: *Carla Miklos*  
Carla Miklos, its Executive Director

STATE OF CONNECTICUT     )  
  )  
  )     ss:  
COUNTY OF FAIRFIELD     )

Before me, the undersigned, this 14 day of August, 2024, personally appeared Carla Miklos, the Executive Director of Operation Hope of Fairfield, Inc., the sole member of OH Properties, LLC, a Connecticut limited liability company and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained as her free act as such President of the sole member of OH Properties, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Joanne Mow*

Notary Public  
My Commission Expires: 12/31/27

**SCHEDULE A**

**PROPERTY DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land, with the buildings and improvements thereon, situated in the Town of Fairfield, County of Fairfield and State of Connecticut, known and designated as Lot No. 120311 as delineated on that certain map entitled "Grasmere", Site No. 12, made by Alfred H. Terry, Civil Engineer, dated June 20, 1919, and on file in the Town Clerk's Office of said Fairfield on October 27, 1919 as Map No. 189, said premises being more particularly bounded and described as follows:

NORTHEASTERLY: by Grasmere Avenue, as shown on said map, 50 feet;

SOUTHEASTERLY: by land now or formerly of Alice Robertson, et al, being Lot No. 120312 on said map, 100 feet;

SOUTHWESTERLY: by land now or formerly of Monica Roche, in part and in part by land now or formerly of Willie Joseph and Agnes Larney, being Lot No. 12037, on said map, 50 feet; and

NORTHWESTERLY: by land now or formerly of Elizabeth Jane Keenan, Mary Jupin and Helen R. Coprio, each in part, being Lot Nos. 120310 and 12039, on said map, in all, 100 feet.

RECEIVED FOR RECORD  
08/14/2024 11:41:38 AM  
Elizabeth P. Browne, Fairfield Town Clerk



## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b> OH Supportive Housing	<b>Set Aside:</b> NO
<b>Address:</b> 101-103 Sawyer Road	<b>Owner/Rental:</b> RENTAL
<b>Developer:</b> Town of Fairfield	<b>Total # Units:</b> 2
<b>Property Mgr:</b> MICAH Housing	<b># Affordable:</b> 2
<b>Date CO Issued:</b> N/A	<b># Market Rate:</b> 0

### Description of Development

The Town of Fairfield developed scattered site townhouses to provide Supportive Housing opportunities. Upon completion the properties were transferred to Operation Hope DBA MICAH Housing, Inc and was granted 100% tax abatements on the properties for 39 years. The properties are deed restricted by the Town of Fairfield to rent to households at or below 40% of the AMI and limit rent levels to the 8-30g limits.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes ≤ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.50	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 40% of AMI	2	2.50	5
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>2</b>		<b>5</b>

# 101 SAWYER ROAD

**Location** 101 SAWYER ROAD

**Mblu** 77/397/11

**Acct#** 11925

**Owner** OH PROPERTIES LLC

**Assessment** \$363,370

**Appraisal** \$519,100

**PID** 7178

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$181,100	\$338,000	\$519,100
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$126,770	\$236,600	\$363,370

## Owner of Record

**Owner** OH PROPERTIES LLC  
**Co-Owner**  
**Care Of**  
**Address** 50 NICHOLS STREET  
 FAIRFIELD, CT 06824-5816

**Sale Price** \$0  
**Certificate** 1  
**Book & Page** 5279/0275  
**Sale Date** 06/11/2015  
**Instrument** 25  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
OH PROPERTIES LLC	\$0	1	5279/0275	25	06/11/2015
101 SAWYER ROAD, LLC	\$0		4104/0252	03	02/29/2008
OPERATION HOPE OF FAIRFIELD, INC	\$0		2562/0296		07/29/2002
ROSTEN MICHAEL S TRUSTEE	\$300,000		2227/0108	UNKQ	03/30/2001
MCMANUS CHRISTOPHER EST INCOMP	\$0		1945/0307		02/02/1999

## Building Information

**Building 1 : Section 1**

**Year Built:** 1950  
**Living Area:** 2,161  
**Replacement Cost:** \$278,602  
**Building Percent Good:** 60  
**Replacement Cost Less Depreciation:** \$167,200

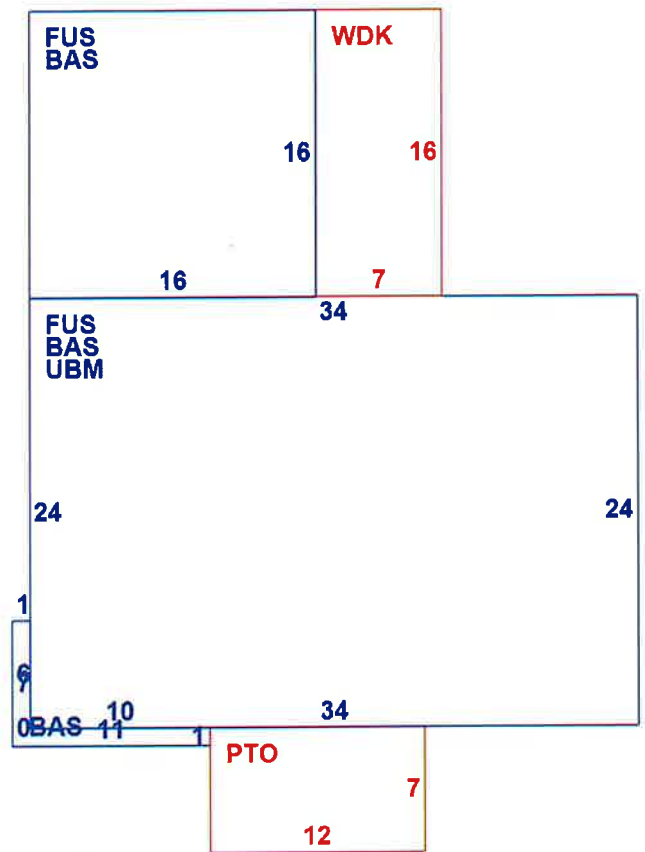
**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0073\IMG\\_0537\\_734](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0073\IMG_0537_734))

Building Attributes	
Field	Description
Style:	Multi Family
Model	Residential
Grade:	03
Stories:	2 Stories
Occupancy	2
Exterior Wall 1	Aluminum Sidng
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Plastered
Interior Wall 2	Drywall
Interior Flr 1	Hardwood
Interior Flr 2	Carpet
Heat Fuel	Oil
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	6 Bedrooms
Total Bthrms:	2
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	10 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	02
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Layout**



(ParcelSketch.ashx?pid=7178&bid=7009)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,089	1,089
FUS	Upper Story, Finished	1,072	1,072
PTO	Patio	84	0
UBM	Basement, Unfinished	816	0
WDK	Deck, Wood	112	0
		3,173	2,161



**Extra Features**

Extra Features	
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 1040  
**Description** 2 Family  
**Zone** B  
**Neighborhood** 0080  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 9525  
**Depth** 0  
**Assessed Value** \$236,600  
**Appraised Value** \$338,000

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
FGR1	GARAGE-AVE			484.00 S.F.	\$13,900	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$181,100	\$338,000	\$519,100
2021	\$181,100	\$338,000	\$519,100
2020	\$181,100	\$338,000	\$519,100

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$126,770	\$236,600	\$363,370
2021	\$126,770	\$236,600	\$363,370
2020	\$126,770	\$236,600	\$363,370



**DECLARATION OF LAND USE COVENAN**

**THIS DECLARATION OF LAND USE COVENANTS AND RESTRICTIONS**, (this "Declaration") made as of this 14<sup>th</sup> day of August, 2024, by and between OH Properties, LLC (the "Owner"), with a principal place of business at 636 Old Post Road, Fairfield, CT, in favor of the Town of Fairfield (the "Town").

**WITNESSETH:**

**WHEREAS**, Owner is the owner of certain residential properties known as 101-103 Sawyer Road, Fairfield, Connecticut and more particularly described on Schedule A attached hereto and made a part hereof (collectively, the "Property");

**WHEREAS**, the Town is interested in providing affordable rental housing for persons of low and moderate income;

**WHEREAS**, Owner has agreed to assist the Town in its goal of providing affordable rental housing by contributing the Property as permanent supportive housing for occupancy by income eligible persons or families;

**WHEREAS**, the Owner and the Town have entered into a certain Tax Abatement Agreement (the "Abatement Agreement") dated as of the date hereof, conferring certain property tax abatement benefits to Owner related to the Property, in accordance with the terms and conditions thereof;

**WHEREAS**, as a condition to granting the tax abatement benefits conferred by the Abatement Agreement, the Town requires the Owner to enter into this Declaration and to comply with the requirements set forth herein;

**NOW, THEREFORE**, in consideration of the promises and covenants hereinafter contained, the Owner hereby agrees as follows.

**ARTICLE I**

**OCCUPANCY RESTRICTIONS**

The Owner hereby covenants that:

- 1) At all times, for so long as this Declaration remains in effect, not less than four (4) dwelling units at the Property shall be occupied by persons or families with adjusted gross annual incomes which are at or below forty percent (40%) of the area median income (the "Income Limitation"), as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies.
- 2) Any dispute as to whether a person or family is one with adjusted gross annual incomes which are at or above the Income Limitation shall be resolved by the Town.
- 3) The rental, including utilities, to be charged the persons or families occupying the Dwelling Units in accordance with the terms and conditions set forth in subparagraph 1 above shall at no time exceed the rental limits as prescribed using the formula set forth in Section 8-30g-8(d) of the Regulations of Connecticut State Agencies.

- 4) The Property shall, at all times, be well maintained, meet all applicable zoning, building and health codes and standards, as well as continue to meet the standards for a Certificate of Rental Occupancy.

## **ARTICLE II**

### **RESTRICTIVE PERIOD AND AMENDMENT OF COVENANTS AND RESTRICTIONS**

- 1) This Declaration shall continue in full force and effect for a period of forty (40) years from the date this Declaration is recorded on the Fairfield Land Records. The covenants and restrictions of the Owner herein set forth governing the occupancy of the Property are intended to be and shall be considered covenants that run with the land and shall bind all subsequent owners of such land.
- 2) This Declaration may be amended only the written approval of the Town and the Owner.

## **ARTICLE III**

### **DISPUTE PROCEDURES**

- 1) Any controversy or dispute arising out of anything contained herein and, without limiting the foregoing, any rights, duties, title or estate arising herefrom or claimed hereunder, or out of the failure or refusal to perform any obligation or duty relating thereto, shall be settled by submitting such dispute first to the Town. In the event such controversy or dispute cannot be resolved by the Town, then it shall be submitted to a single arbitrator appointed by the Board of Selectmen of the Town and the decision of such arbitrator shall be final and binding. Such arbitrator shall have the right to decide all factual, legal and equitable issues and to grant or order such relief as may be necessary, including but not limited to the granting of injunctive relief, specific performance of rights under any contract or right of purchase, or the determination of the title or estate of any party in and to the matter which is the subject of such arbitration.
- 2) The cost of arbitration shall be borne equally by the parties, except, however, the arbitrator shall have the right in case of a willful breach of any covenant herein or obligation in connection therewith to direct the defaulting party to pay the cost of the arbitrator and the reasonable counsel fees of the other party. Any person who shall claim an interest in the Property, or occupy any unit or the Property as a result of the violation of any covenant herein, shall, at the option of the Town, be bound by this covenant to arbitrate as to any interest such person might have in the Property.

## **ARTICLE IV**

### **MORTGAGES**

- 1) The Occupancy Restrictions of ARTICLE I shall not apply to a mortgagee who has acquired title to the Property by foreclosure or by deed in lieu of foreclosure. However, such Occupancy Restrictions shall apply to any purchaser of the Property from such mortgagee.

- 2) Any mortgage or other lien granted on the Property after the date that this Declaration is recorded shall be subordinate to this Declaration, and Owner shall take all necessary actions to ensure the priority of this Declaration over all subsequent mortgages or other liens, and will not take any action which would impair the priority of this Declaration over subsequent mortgages or liens.

## ARTICLE V

### SUCCESSORS AND ASSIGNS; RESALE RESTRICTIONS

This Declaration shall be binding upon Owner and its respective successors and assigns, including any and all subsequent owners of the Property, provided that such covenants and restrictions have not been otherwise terminated at or prior to the time of any such resale of the Property.

## ARTICLE VI

### ENFORCEMENT

The Town, in providing the tax abatement benefits conferred on the Property and as the intended beneficiary of the covenants contained herein to implement its goal of providing affordable rental housing, shall have the full and exclusive right and authority to enforce all of the restrictive covenants and agreements contained herein. To assist in its enforcement of the Declaration, the Town shall have, inter alia, the following rights:

- 1) the right to approve and to periodically monitor, at all times and from time to time, all tenants of any dwelling unit at the Property, and to verify their income, for the purpose of confirming that, in accordance with Paragraph 1 of Article I, all of the dwelling units are being occupied by persons or families with adjusted gross annual incomes which are at or below the Income Limitation. Without limiting the foregoing, the Owner shall make a determination prior to occupancy and thereafter, annually, on the basis of current income, of whether the income of any individual or family residing in a unit of the Property exceeds the applicable Income Limitation. Annually the Owner shall certify compliance of the units with the applicable Income Limitation to the Town, if an at such times and in such manner as the Town shall require; and
- 2) the right to approve and to periodically monitor, at all times and from time to time, all leases of dwelling units at the Property, including all lease renewals, for the purpose of confirming that, in accordance with Paragraph 3 of Article I, the rental, exclusive of utilities, that is being charged the persons or families occupying the dwelling units in accordance with the terms and conditions set forth herein are at no time exceeding the rental limits therein prescribed; and
- 3) the right to take such other action, including obtaining specific performance or injunctive relief or both, and to require such other information from any owner or tenant, as may be necessary in the sole and absolute discretion of the Town, for the Town to ensure compliance with the restrictive covenants and agreements contained herein.

**ARTICLE VII**

**GENERAL PROVISIONS**

- 1) All rights and privileges reserved and conferred upon the Town herein may be exercised by any duly authorized agency, board, commission, committee person or other appropriate body or process of bodies (the "Agency") of the Town. Any Agency acting in the place and stead of the Town shall have the right to exercise all the rights and privileges herein reserved and conferred upon the Town. Any such Agency shall be subject to the same obligations and duties as the Town hereunder.
  
- 2) If any provision herein shall be deemed to be invalid, such invalidation shall in no way affect the remaining provisions herein.
  
- 3) This Declaration shall be governed by and construed in accordance with the laws of the State of Connecticut.
  
- 4) In the event the Abatement Agreement is renewed for additional forty-year terms as provided therein, the Town and the Owner shall execute a written amendment to this Declaration to be recorded on the Fairfield Land Records extending the term hereof for an additional forty (40) years.
  
- 5) In the event the Abatement Agreement is not renewed, then upon the termination of the Occupancy Restrictions, the Town shall provide the Owner with a release of this Declaration in proper form for recording on the Fairfield Land Records.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, OH Properties, LLC has executed this Declaration as of the day and year first above written.

Signed, sealed and delivered in the presence of:

*MARIL BARNHART*  
MARIL BARNHART

OH Properties, LLC

By: Operation of Hope of Fairfield, Inc.  
Its Sole Member

By: *Carla Miklos*  
Carla Miklos, its Executive Director

STATE OF CONNECTICUT     )  
  )     ss:  
COUNTY OF FAIRFIELD     )

Before me, the undersigned, this 14 day of August, 2024, personally appeared Carla Miklos, the Executive Director of Operation Hope of Fairfield, Inc., the sole member of OH Properties, LLC, a Connecticut limited liability company and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained as her free act as such President of the sole member of OH Properties, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Frank Moore*  
Notary Public  
My Commission Expires: 12/31/27

**SCHEDULE A**

**PROPERTY DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land, with the buildings and improvements thereon standing, situated in the Town of Fairfield, County of Fairfield and State of Connecticut, known and designated as Lot No. 31 on a certain map entitled "Map of Fairfield Acres, Section No. 1, Fairfield, Conn., July 14, 1941" made by Andrew S. Huntington, Civil Engineer, and on file in the Fairfield Town Clerk's Office, bounded and described as follows:

NORTHEASTERLY: by Sawyer Road, as shown on said map, by a curved line having a radius of 186.19 feet, an arc distance of 53.42 feet;

SOUTHEASTERLY: by Lot No. 30, on said map, 156.8 feet;

SOUTHWESTERLY: by land now or formerly of Verena Tivader, 106 feet; and

NORTHWESTERLY: by Lot No. 32, on said map, 116.4 feet.

RECEIVED FOR RECORD  
08/14/2024 11:47:51 AM  
Elizabeth P. Browne, Fairfield Town Clerk



## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b> OH Supportive Housing	<b>Set Aside:</b> NO
<b>Address:</b> 31-33 Soundview Avenue	<b>Owner/Rental:</b> RENTAL
<b>Developer:</b> Town of Fairfield	<b>Total # Units:</b> 2
<b>Property Mgr:</b> MICAH Housing	<b># Affordable:</b> 2
<b>Date CO Issued:</b> N/A	<b># Market Rate:</b> 0

### Description of Development

The Town of Fairfield developed scattered site townhouses to provide Supportive Housing opportunities. Upon completion the properties were transferred to Operation Hope DBA MICAH Housing, Inc and was granted 100% tax abatements on the properties for 39 years. The properties are deed restricted by the Town of Fairfield to rent to households at or below 40% of the AMI and limit rent levels to the 8-30g limits.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes ≤ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.50	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 40% of AMI	2	2.50	5
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>2</b>		<b>5</b>



# 31 SOUNDVIEW AVENUE

**Location** 31 SOUNDVIEW AVENUE

**Mblu** 40/ 350/ / /

**Acct#** 05072

**Owner** OH PROPERTIES LLC

**Assessment** \$192,990

**Appraisal** \$275,700

**PID** 2734

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$158,200	\$117,500	\$275,700

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$110,740	\$82,250	\$192,990

## Owner of Record

**Owner** OH PROPERTIES LLC  
**Co-Owner**  
**Care Of**  
**Address** 636 OLD POST ROAD  
 FAIRFIELD, CT 06824-6647

**Sale Price** \$0  
**Certificate**  
**Book & Page** 5883/135  
**Sale Date** 03/04/2020  
**Instrument** 02  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
OH PROPERTIES LLC	\$0		5883/135	02	03/04/2020
31 SOUNDVIEW AVENUE, LLC	\$0		3927/0240	03	03/21/2007
MICAH HOUSING, INC	\$310,000		2161/0137	UNKQ	09/22/2000
NADOLNY THOMAS J & JANET	\$0		1724/0245		07/25/1997
NADOLNY THOMAS J	\$0		0744/0074		

## Building Information

**Building 1 : Section 1**

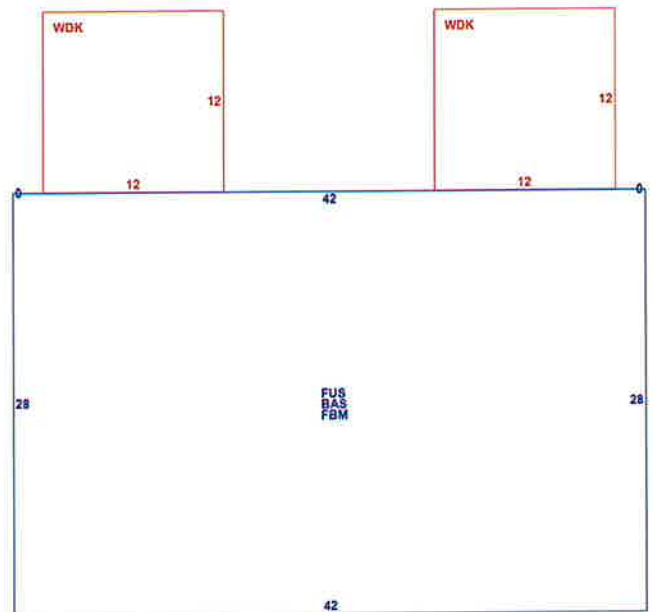
**Year Built:** 1984  
**Living Area:** 2,352  
**Replacement Cost:** \$287,691  
**Building Percent Good:** 55  
**Replacement Cost Less Depreciation:** \$158,200

### Building Photo



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0071\IMG\\_0184\\_716](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0071\IMG_0184_716))

### Building Layout



(ParcelSketch.ashx?pid=2734&bid=2688)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,176	1,176
FUS	Upper Story, Finished	1,176	1,176
FBM	Basement, Finished	1,176	0
WDK	Deck, Wood	288	0
		3,816	2,352

Building Attributes	
Field	Description
Style:	Family Duplex
Model	Residential
Grade:	03
Stories:	2 Stories
Occupancy	2
Exterior Wall 1	Wood Shingle
Exterior Wall 2	Clapboard
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	Carpet
Heat Fuel	Oil
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	6 Bedrooms
Total Bthrms:	2
Total Half Baths:	2
Total Xtra Fixtrs:	
Total Rooms:	10 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	02
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

### Extra Features

Extra Features

No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1040  
**Description** 2 Family  
**Zone** B  
**Neighborhood** 0090  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 9378  
**Depth** 0  
**Assessed Value** \$82,250  
**Appraised Value** \$117,500

**Outbuildings**

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$158,200	\$117,500	\$275,700
2021	\$158,200	\$117,500	\$275,700
2020	\$158,200	\$117,500	\$275,700

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$110,740	\$82,250	\$192,990
2021	\$110,740	\$82,250	\$192,990
2020	\$110,740	\$82,250	\$192,990



**DECLARATION OF LAND USE COVENANT**

**THIS DECLARATION OF LAND USE COVENANTS AND RESTRICTIONS**, (this "Declaration") made as of this 14<sup>th</sup> day of August, 2024, by and between OH Properties, LLC (the "Owner"), with a principal place of business at 636 Old Post Road, Fairfield, CT, in favor of the Town of Fairfield (the "Town").

**WITNESSETH:**

**WHEREAS**, Owner is the owner of certain residential properties known as 31-33 Soundview Avenue, Fairfield, Connecticut and more particularly described on Schedule A attached hereto and made a part hereof (collectively, the "Property");

**WHEREAS**, the Town is interested in providing affordable rental housing for persons of low and moderate income;

**WHEREAS**, Owner has agreed to assist the Town in its goal of providing affordable rental housing by contributing the Property as permanent supportive housing for occupancy by income eligible persons or families;

**WHEREAS**, the Owner and the Town have entered into a certain Tax Abatement Agreement (the "Abatement Agreement") dated as of the date hereof, conferring certain property tax abatement benefits to Owner related to the Property, in accordance with the terms and conditions thereof;

**WHEREAS**, as a condition to granting the tax abatement benefits conferred by the Abatement Agreement, the Town requires the Owner to enter into this Declaration and to comply with the requirements set forth herein;

**NOW, THEREFORE**, in consideration of the promises and covenants hereinafter contained, the Owner hereby agrees as follows.

**ARTICLE I**

**OCCUPANCY RESTRICTIONS**

The Owner hereby covenants that:

- 1) At all times, for so long as this Declaration remains in effect, not less than four (4) dwelling units at the Property shall be occupied by persons or families with adjusted gross annual incomes which are at or below forty percent (40%) of the area median income (the "Income Limitation"), as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies.
- 2) Any dispute as to whether a person or family is one with adjusted gross annual incomes which are at or above the Income Limitation shall be resolved by the Town.
- 3) The rental, including utilities, to be charged the persons or families occupying the Dwelling Units in accordance with the terms and conditions set forth in subparagraph 1 above shall at no time exceed the rental limits as prescribed using the formula set forth in Section 8-30g-8(d) of the Regulations of Connecticut State Agencies.

- 4) The Property shall, at all times, be well maintained, meet all applicable zoning, building and health codes and standards, as well as continue to meet the standards for a Certificate of Rental Occupancy.

## **ARTICLE II**

### **RESTRICTIVE PERIOD AND AMENDMENT OF COVENANTS AND RESTRICTIONS**

- 1) This Declaration shall continue in full force and effect for a period of forty (40) years from the date this Declaration is recorded on the Fairfield Land Records. The covenants and restrictions of the Owner herein set forth governing the occupancy of the Property are intended to be and shall be considered covenants that run with the land and shall bind all subsequent owners of such land.
- 2) This Declaration may be amended only the written approval of the Town and the Owner.

## **ARTICLE III**

### **DISPUTE PROCEDURES**

- 1) Any controversy or dispute arising out of anything contained herein and, without limiting the foregoing, any rights, duties, title or estate arising herefrom or claimed hereunder, or out of the failure or refusal to perform any obligation or duty relating thereto, shall be settled by submitting such dispute first to the Town. In the event such controversy or dispute cannot be resolved by the Town, then it shall be submitted to a single arbitrator appointed by the Board of Selectmen of the Town and the decision of such arbitrator shall be final and binding. Such arbitrator shall have the right to decide all factual, legal and equitable issues and to grant or order such relief as may be necessary, including but not limited to the granting of injunctive relief, specific performance of rights under any contract or right of purchase, or the determination of the title or estate of any party in and to the matter which is the subject of such arbitration.
- 2) The cost of arbitration shall be borne equally by the parties, except, however, the arbitrator shall have the right in case of a willful breach of any covenant herein or obligation in connection therewith to direct the defaulting party to pay the cost of the arbitrator and the reasonable counsel fees of the other party. Any person who shall claim an interest in the Property, or occupy any unit or the Property as a result of the violation of any covenant herein, shall, at the option of the Town, be bound by this covenant to arbitrate as to any interest such person might have in the Property.

## **ARTICLE IV**

### **MORTGAGES**

- 1) The Occupancy Restrictions of ARTICLE I shall not apply to a mortgagee who has acquired title to the Property by foreclosure or by deed in lieu of foreclosure. However, such Occupancy Restrictions shall apply to any purchaser of the Property from such mortgagee.

- 2) Any mortgage or other lien granted on the Property after the date that this Declaration is recorded shall be subordinate to this Declaration, and Owner shall take all necessary actions to ensure the priority of this Declaration over all subsequent mortgages or other liens, and will not take any action which would impair the priority of this Declaration over subsequent mortgages or liens.

## ARTICLE V

### SUCCESSORS AND ASSIGNS; RESALE RESTRICTIONS

This Declaration shall be binding upon Owner and its respective successors and assigns, including any and all subsequent owners of the Property, provided that such covenants and restrictions have not been otherwise terminated at or prior to the time of any such resale of the Property.

## ARTICLE VI

### ENFORCEMENT

The Town, in providing the tax abatement benefits conferred on the Property and as the intended beneficiary of the covenants contained herein to implement its goal of providing affordable rental housing, shall have the full and exclusive right and authority to enforce all of the restrictive covenants and agreements contained herein. To assist in its enforcement of the Declaration, the Town shall have, inter alia, the following rights:

- 1) the right to approve and to periodically monitor, at all times and from time to time, all tenants of any dwelling unit at the Property, and to verify their income, for the purpose of confirming that, in accordance with Paragraph 1 of Article I, all of the dwelling units are being occupied by persons or families with adjusted gross annual incomes which are at or below the Income Limitation. Without limiting the foregoing, the Owner shall make a determination prior to occupancy and thereafter, annually, on the basis of current income, of whether the income of any individual or family residing in a unit of the Property exceeds the applicable Income Limitation. Annually the Owner shall certify compliance of the units with the applicable Income Limitation to the Town, if an at such times and in such manner as the Town shall require; and
- 2) the right to approve and to periodically monitor, at all times and from time to time, all leases of dwelling units at the Property, including all lease renewals, for the purpose of confirming that, in accordance with Paragraph 3 of Article I, the rental, exclusive of utilities, that is being charged the persons or families occupying the dwelling units in accordance with the terms and conditions set forth herein are at no time exceeding the rental limits therein prescribed; and
- 3) the right to take such other action, including obtaining specific performance or injunctive relief or both, and to require such other information from any owner or tenant, as may be necessary in the sole and absolute discretion of the Town, for the Town to ensure compliance with the restrictive covenants and agreements contained herein.

## ARTICLE VII

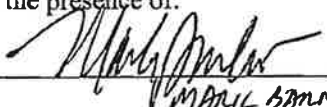
### GENERAL PROVISIONS

- 1) All rights and privileges reserved and conferred upon the Town herein may be exercised by any duly authorized agency, board, commission, committee person or other appropriate body or process of bodies (the "Agency") of the Town. Any Agency acting in the place and stead of the Town shall have the right to exercise all the rights and privileges herein reserved and conferred upon the Town. Any such Agency shall be subject to the same obligations and duties as the Town hereunder.
- 2) If any provision herein shall be deemed to be invalid, such invalidation shall in no way affect the remaining provisions herein.
- 3) This Declaration shall be governed by and construed in accordance with the laws of the State of Connecticut.
- 4) In the event the Abatement Agreement is renewed for additional forty-year terms as provided therein, the Town and the Owner shall execute a written amendment to this Declaration to be recorded on the Fairfield Land Records extending the term hereof for an additional forty (40) years.
- 5) In the event the Abatement Agreement is not renewed, then upon the termination of the Occupancy Restrictions, the Town shall provide the Owner will a release of this Declaration in proper form for recording on the Fairfield Land Records.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, OH Properties, LLC has executed this Declaration as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
MARIC BRANNHAM

OH Properties, LLC

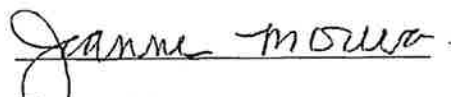
By: Operation of Hope of Fairfield, Inc.  
Its Sole Member

By:   
\_\_\_\_\_  
Carla Miklos, its Executive Director

STATE OF CONNECTICUT     )  
  )  
  )     ss:  
COUNTY OF FAIRFIELD     )

Before me, the undersigned, this 14 day of August, 2024, personally appeared Carla Miklos, the Executive Director of Operation Hope of Fairfield, Inc., the sole member of OH Properties, LLC, a Connecticut limited liability company and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained as her free act as such President of the sole member of OH Properties, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 12/31/27



**SCHEDULE A**

**PROPERTY DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land, with the buildings and improvements thereon, situated in the Town of Fairfield, County of Fairfield and State of Connecticut, being shown and designated as Parcel A on a certain map entitled "Resubdivision Map Lot Nos. 155, 156, 157 Map of Soundview, Section 2 Prepared For Peter H. Engel, Scale 1" = 30' Aug 3, 1983", certified Class D. Survey, substantially correct by Harry Pidluski, Conn. L.S. No. 3528, which map is recorded in the Fairfield Town Clerk's Office in Volume 722 at Page 670.

RECEIVED FOR RECORD  
08/14/2024 11:44:19 AM  
Elizabeth P. Browne, Fairfield Town Clerk



## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b> OH Supportive Housing	<b>Set Aside:</b> NO
<b>Address:</b> 5-7 Trefoil Court	<b>Owner/Rental:</b> RENTAL
<b>Developer:</b> Town of Fairfield	<b>Total # Units:</b> 2
<b>Property Mgr:</b> MICAH Housing	<b># Affordable:</b> 2
<b>Date CO Issued:</b> N/A	<b># Market Rate:</b> 0

### Description of Development

The Town of Fairfield developed scattered site townhouses to provide Supportive Housing opportunities. Upon completion the properties were transferred to Operation Hope DBA MICAH Housing, Inc and was granted 100% tax abatements on the properties for 39 years. The properties are deed restricted by the Town of Fairfield to rent to households at or below 40% of the AMI and limit rent levels to the 8-30g limits.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes $\leq$ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.50	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI	2	2.50	5
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>2</b>		<b>5</b>

# 5 TREFOIL COURT

**Location** 5 TREFOIL COURT

**Mblu** 42/ 630/ / /

**Acct#** 04049

**Owner** OH PROPERTIES LLC

**Assessment** \$191,800

**Appraisal** \$274,000

**PID** 3393

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$95,400	\$178,600	\$274,000

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$66,780	\$125,020	\$191,800

## Owner of Record

**Owner** OH PROPERTIES LLC  
**Co-Owner**  
**Care Of**  
**Address** 636 OLD POST ROAD  
 FAIRFIELD, CT 06824-6647

**Sale Price** \$0  
**Certificate**  
**Book & Page** 5587/0051  
**Sale Date** 08/30/2017  
**Instrument** 02  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
OH PROPERTIES LLC	\$0		5587/0051	02	08/30/2017
5 TREFOIL COURT, LLC	\$0		3917/0331	1K	03/01/2007
MICAH HOUSING, INC	\$236,900		2146/0176	UNKQ	08/08/2000
DAWID CAROL ANN	\$0		1059/0010		06/24/1991

## Building Information

### Building 1 : Section 1

**Year Built:** 1942  
**Living Area:** 1,920

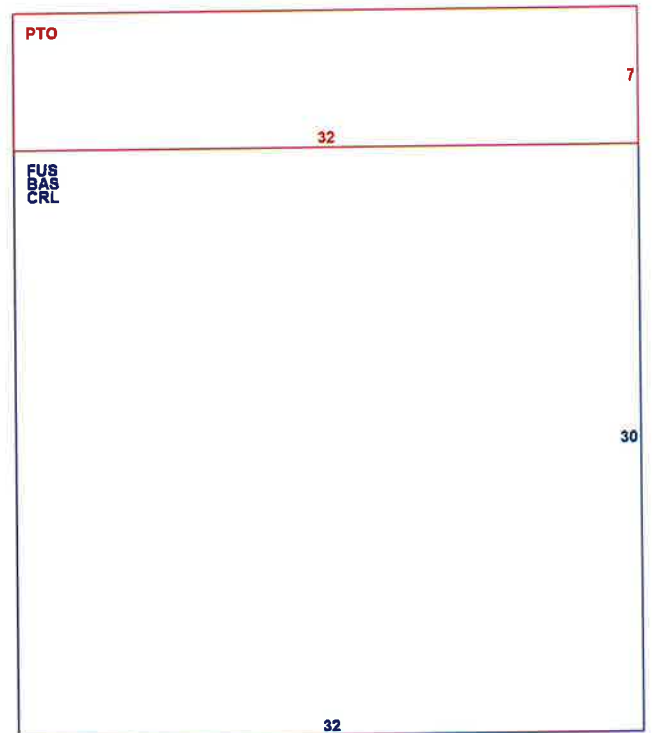
**Replacement Cost:** \$161,692  
**Building Percent Good:** 59  
**Replacement Cost**  
**Less Depreciation:** \$95,400

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/\0075\IMG\\_0157\\_757](https://images.vgsi.com/photos2/FairfieldCTPhotos/\0075\IMG_0157_757))

**Building Layout**



(ParcelSketch.ashx?pid=3393&bid=3349)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	960	960
FUS	Upper Story, Finished	960	960
CRL	Crawl Space	960	0
PTO	Patio	224	0
		3,104	1,920

Building Attributes	
Field	Description
Style:	Family Duplex
Model	Residential
Grade:	02
Stories:	2 Stories
Occupancy	2
Exterior Wall 1	Asbest/Asphalt
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	Plywood Panel
Interior Flr 1	Hardwood
Interior Flr 2	Carpet
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	Central
Total Bedrooms:	6 Bedrooms
Total Bthrms:	2
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	10 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	02
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Extra Features**

Extra Features

No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1040  
**Description** 2 Family  
**Zone** R3  
**Neighborhood** 0090  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Sqr Feet)** 7644  
**Depth** 0  
**Assessed Value** \$125,020  
**Appraised Value** \$178,600

**Outbuildings**

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$95,400	\$178,600	\$274,000
2021	\$95,400	\$178,600	\$274,000
2020	\$95,400	\$178,600	\$274,000

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$66,780	\$125,020	\$191,800
2021	\$66,780	\$125,020	\$191,800
2020	\$66,780	\$125,020	\$191,800



Elizabeth P. Browne, Fairfield Town Clerk

**DECLARATION OF LAND USE COVENA**

**THIS DECLARATION OF LAND USE COVENANTS AND RESTRICTIONS**, (this "Declaration") made as of this 14<sup>th</sup> day of August, 2024, by and between OH Properties, LLC (the "Owner"), with a principal place of business at 636 Old Post Road, Fairfield, CT, in favor of the Town of Fairfield (the "Town").

**WITNESSETH:**

**WHEREAS**, Owner is the owner of certain residential properties known as 5-7 Trefoil Court, Fairfield, Connecticut and more particularly described on Schedule A attached hereto and made a part hereof (collectively, the "Property");

**WHEREAS**, the Town is interested in providing affordable rental housing for persons of low and moderate income;

**WHEREAS**, Owner has agreed to assist the Town in its goal of providing affordable rental housing by contributing the Property as permanent supportive housing for occupancy by income eligible persons or families;

**WHEREAS**, the Owner and the Town have entered into a certain Tax Abatement Agreement (the "Abatement Agreement") dated as of the date hereof, conferring certain property tax abatement benefits to Owner related to the Property, in accordance with the terms and conditions thereof;

**WHEREAS**, as a condition to granting the tax abatement benefits conferred by the Abatement Agreement, the Town requires the Owner to enter into this Declaration and to comply with the requirements set forth herein;

**NOW, THEREFORE**, in consideration of the promises and covenants hereinafter contained, the Owner hereby agrees as follows.

**ARTICLE I**

**OCCUPANCY RESTRICTIONS**

The Owner hereby covenants that:

- 1) At all times, for so long as this Declaration remains in effect, not less than four (4) dwelling units at the Property shall be occupied by persons or families with adjusted gross annual incomes which are at or below forty percent (40%) of the area median income (the "Income Limitation"), as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies.
- 2) Any dispute as to whether a person or family is one with adjusted gross annual incomes which are at or above the Income Limitation shall be resolved by the Town.
- 3) The rental, including utilities, to be charged the persons or families occupying the Dwelling Units in accordance with the terms and conditions set forth in subparagraph 1 above shall at no time exceed the rental limits as prescribed using the formula set forth in Section 8-30g-8(d) of the Regulations of Connecticut State Agencies.

- 4) The Property shall, at all times, be well maintained, meet all applicable zoning, building and health codes and standards, as well as continue to meet the standards for a Certificate of Rental Occupancy.

## **ARTICLE II**

### **RESTRICTIVE PERIOD AND AMENDMENT OF COVENANTS AND RESTRICTIONS**

- 1) This Declaration shall continue in full force and effect for a period of forty (40) years from the date this Declaration is recorded on the Fairfield Land Records. The covenants and restrictions of the Owner herein set forth governing the occupancy of the Property are intended to be and shall be considered covenants that run with the land and shall bind all subsequent owners of such land.
- 2) This Declaration may be amended only the written approval of the Town and the Owner.

## **ARTICLE III**

### **DISPUTE PROCEDURES**

- 1) Any controversy or dispute arising out of anything contained herein and, without limiting the foregoing, any rights, duties, title or estate arising herefrom or claimed hereunder, or out of the failure or refusal to perform any obligation or duty relating thereto, shall be settled by submitting such dispute first to the Town. In the event such controversy or dispute cannot be resolved by the Town, then it shall be submitted to a single arbitrator appointed by the Board of Selectmen of the Town and the decision of such arbitrator shall be final and binding. Such arbitrator shall have the right to decide all factual, legal and equitable issues and to grant or order such relief as may be necessary, including but not limited to the granting of injunctive relief, specific performance of rights under any contract or right of purchase, or the determination of the title or estate of any party in and to the matter which is the subject of such arbitration.
- 2) The cost of arbitration shall be borne equally by the parties, except, however, the arbitrator shall have the right in case of a willful breach of any covenant herein or obligation in connection therewith to direct the defaulting party to pay the cost of the arbitrator and the reasonable counsel fees of the other party. Any person who shall claim an interest in the Property, or occupy any unit or the Property as a result of the violation of any covenant herein, shall, at the option of the Town, be bound by this covenant to arbitrate as to any interest such person might have in the Property.

## **ARTICLE IV**

### **MORTGAGES**

- 1) The Occupancy Restrictions of ARTICLE I shall not apply to a mortgagee who has acquired title to the Property by foreclosure or by deed in lieu of foreclosure. However, such Occupancy Restrictions shall apply to any purchaser of the Property from such mortgagee.

- 2) Any mortgage or other lien granted on the Property after the date that this Declaration is recorded shall be subordinate to this Declaration, and Owner shall take all necessary actions to ensure the priority of this Declaration over all subsequent mortgages or other liens, and will not take any action which would impair the priority of this Declaration over subsequent mortgages or liens.

## ARTICLE V

### SUCCESSORS AND ASSIGNS; RESALE RESTRICTIONS

This Declaration shall be binding upon Owner and its respective successors and assigns, including any and all subsequent owners of the Property, provided that such covenants and restrictions have not been otherwise terminated at or prior to the time of any such resale of the Property.

## ARTICLE VI

### ENFORCEMENT

The Town, in providing the tax abatement benefits conferred on the Property and as the intended beneficiary of the covenants contained herein to implement its goal of providing affordable rental housing, shall have the full and exclusive right and authority to enforce all of the restrictive covenants and agreements contained herein. To assist in its enforcement of the Declaration, the Town shall have, inter alia, the following rights:

- 1) the right to approve and to periodically monitor, at all times and from time to time, all tenants of any dwelling unit at the Property, and to verify their income, for the purpose of confirming that, in accordance with Paragraph 1 of Article I, all of the dwelling units are being occupied by persons or families with adjusted gross annual incomes which are at or below the Income Limitation. Without limiting the foregoing, the Owner shall make a determination prior to occupancy and thereafter, annually, on the basis of current income, of whether the income of any individual or family residing in a unit of the Property exceeds the applicable Income Limitation. Annually the Owner shall certify compliance of the units with the applicable Income Limitation to the Town, if an at such times and in such manner as the Town shall require; and
- 2) the right to approve and to periodically monitor, at all times and from time to time, all leases of dwelling units at the Property, including all lease renewals, for the purpose of confirming that, in accordance with Paragraph 3 of Article I, the rental, exclusive of utilities, that is being charged the persons or families occupying the dwelling units in accordance with the terms and conditions set forth herein are at no time exceeding the rental limits therein prescribed; and
- 3) the right to take such other action, including obtaining specific performance or injunctive relief or both, and to require such other information from any owner or tenant, as may be necessary in the sole and absolute discretion of the Town, for the Town to ensure compliance with the restrictive covenants and agreements contained herein.



## ARTICLE VII


### GENERAL PROVISIONS

- 1) All rights and privileges reserved and conferred upon the Town herein may be exercised by any duly authorized agency, board, commission, committee person or other appropriate body or process of bodies (the "Agency") of the Town. Any Agency acting in the place and stead of the Town shall have the right to exercise all the rights and privileges herein reserved and conferred upon the Town. Any such Agency shall be subject to the same obligations and duties as the Town hereunder.
- 2) If any provision herein shall be deemed to be invalid, such invalidation shall in no way affect the remaining provisions herein.
- 3) This Declaration shall be governed by and construed in accordance with the laws of the State of Connecticut.
- 4) In the event the Abatement Agreement is renewed for additional forty-year terms as provided therein, the Town and the Owner shall execute a written amendment to this Declaration to be recorded on the Fairfield Land Records extending the term hereof for an additional forty (40) years.
- 5) In the event the Abatement Agreement is not renewed, then upon the termination of the Occupancy Restrictions, the Town shall provide the Owner with a release of this Declaration in proper form for recording on the Fairfield Land Records.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, OH Properties, LLC has executed this Declaration as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
MARK BARNHAM

OH Properties, LLC

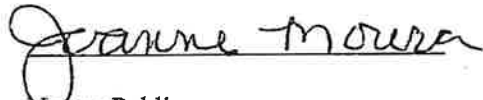
By: Operation of Hope of Fairfield, Inc.  
Its Sole Member

By:   
\_\_\_\_\_  
Carla Miklos, its Executive Director

STATE OF CONNECTICUT     )  
  )  
  )     ss:  
COUNTY OF FAIRFIELD     )

Before me, the undersigned, this 14 day of August 2024, personally appeared Carla Miklos, the Executive Director of Operation Hope of Fairfield, Inc., the sole member of OH Properties, LLC, a Connecticut limited liability company and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained as her free act as such President of the sole member of OH Properties, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

**SCHEDULE A**

**PROPERTY DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of Fairfield, County of Fairfield and State of Connecticut, being more particularly bounded and described as follows:

Lot or Parcel No. 59 as shown on certain maps or plots entitled "Knapps Highway, Fairfield Connecticut, Dated April 1, 1947, No. 6071", consisting of four sheets numbered Section 1, 2, 3 and 4, respectively, drawn by the New England Survey Service, Inc. and Revised Dec. 10, 1956 by Eugene Stephen Hajas, Land Surveyor, and on file in the office of the Town Clerk of the Town of Fairfield.

RECEIVED FOR RECORD  
08/14/2024 11:45:29 AM  
Elizabeth P. Browne, Fairfield Town Clerk



## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b> OH Supportive Housing	<b>Set Aside:</b> NO
<b>Address:</b> 21-23 & 63-65 Durrell Drive	<b>Owner/Rental:</b> RENTAL
<b>Developer:</b> Town of Fairfield	<b>Total # Units:</b> 4
<b>Property Mgr:</b> MICAH Housing	<b># Affordable:</b> 4
<b>Date CO Issued:</b> 3/7/1996 & 6/4/1996	<b># Market Rate:</b> 0

### Description of Development

These properties were originally owned by the Luthern Housing Corporation. Through a series of transfers involving Eastern Properties and CAP Properties the housing units were renovated and donated to Operation Hope to be maintained as Supportive Housing for households at or below 25% and 60% of the AMI. The properties are subject to the same Declaration of Covenants and Restrictions placed by DOH through the Affordable Housing Program.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes $\leq$ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.50	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI	2	2.00	4
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI	2	2.50	5
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>4</b>		<b>9</b>

# 21 DURRELL DRIVE

**Location** 21 DURRELL DRIVE

**Mblu** 180/ 353/ / /

**Acct#** 02946

**Owner** OH PROPERTIES LLC

**Assessment** \$195,020

**Appraisal** \$278,600

**PID** 15715

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$160,000	\$118,600	\$278,600

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$112,000	\$83,020	\$195,020

## Owner of Record

**Owner** OH PROPERTIES LLC  
**Co-Owner**  
**Care Of**  
**Address** 636 OLD POST ROAD  
 FAIRFIELD, CT 06824-6647

**Sale Price** \$0  
**Certificate**  
**Book & Page** 5886/259  
**Sale Date** 03/16/2020  
**Instrument** 00  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
OH PROPERTIES LLC	\$0		5886/259	00	03/16/2020
CAP PROPERTIES LLC	\$0		1839/0327		06/05/1998
EASTERN PROPERTY ASSETS LLC OF	\$356,642		1509/66-7	UNKQ	08/11/1995
LUTHERAN HOUSING OF FAIRFIELD	\$600,000		0847/0153		09/23/1988

## Building Information

### Building 1 : Section 1

**Year Built:** 1995  
**Living Area:** 1,728

Replacement Cost: \$275,795

Building Percent Good: 58

Replacement Cost

Less Depreciation: \$160,000

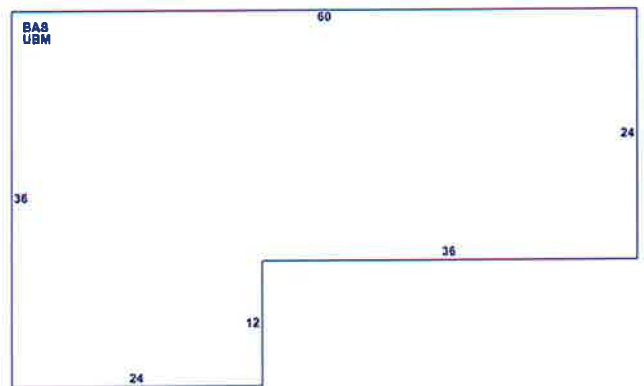
### Building Photo



(<https://images.vgsi.com/photos2/FairfieldCTPhotos/A0091\M180%20L353>)

Building Attributes	
Field	Description
Style:	Family Duplex
Model	Residential
Grade:	05
Stories:	1 Story
Occupancy	2
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	Linoleum
Heat Fuel	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	4 Bedrooms
Total Bthrms:	2
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	8 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	02
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

### Building Layout



(ParcelSketch.ashx?pid=15715&bid=14470)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,728	1,728
UBM	Basement, Unfinished	1,728	0
		3,456	1,728

### Extra Features

Extra Features
No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1040  
**Description** 2 Family  
**Zone** A  
**Neighborhood** 0073  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Sqr Feet)** 11796  
**Depth** 0  
**Assessed Value** \$83,020  
**Appraised Value** \$118,600

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$160,000	\$118,600	\$278,600
2021	\$160,000	\$118,600	\$278,600
2020	\$160,000	\$118,600	\$278,600

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$112,000	\$83,020	\$195,020
2021	\$112,000	\$83,020	\$195,020
2020	\$112,000	\$83,020	\$195,020

# 63 DURRELL DRIVE

**Location** 63 DURRELL DRIVE

**Mblu** 180/ 353/B / /

**Acct#** 21196

**Owner** OH PROPERTIES LLC

**Assessment** \$162,540

**Appraisal** \$232,200

**PID** 21250

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$110,400	\$121,800	\$232,200
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$77,280	\$85,260	\$162,540

## Owner of Record

**Owner** OH PROPERTIES LLC  
**Co-Owner**  
**Care Of**  
**Address** 636 OLD POST ROAD  
 FAIRFIELD, CT 06824-6647

**Sale Price** \$0  
**Certificate**  
**Book & Page** 5886/259  
**Sale Date** 03/16/2020  
**Instrument** 27  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
OH PROPERTIES LLC	\$0		5886/259	27	03/16/2020
CAP PROPERTIES LLC	\$0		1839/0327		06/05/1998
EASTERN PROPERTY ASSETS LLC OF	\$356,642		1509/66-7	UNKQ	08/11/1995
LUTHERAN HOUSING OF FAIRFIELD	\$0		0847/0153		09/23/1988

## Building Information

### Building 1 : Section 1

**Year Built:** 1995  
**Living Area:** 1,728



Replacement Cost: \$190,329

Building Percent Good: 58

Replacement Cost

Less Depreciation: \$110,400

**Building Attributes**

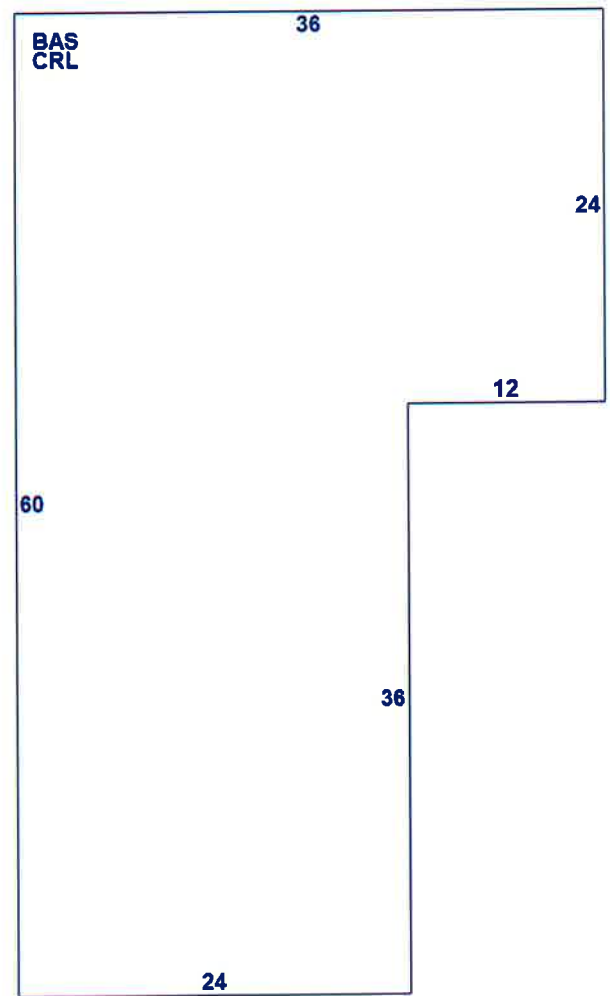
Field	Description
Style:	Family Duplex
Model	Residential
Grade:	03
Stories:	1 Story
Occupancy	2
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	Linoleum
Heat Fuel	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	4 Bedrooms
Total Bthrms:	2
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	8 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	02
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



(<https://images.vgsi.com/photos2/FairfieldCTPhotos/A0091\M180%20L353>)

**Building Layout**



(ParcelSketch.ashx?pid=21250&bid=21286)

**Building Sub-Areas (sq ft)**

Code	Description	Gross Area	Living Area
BAS	First Floor	1,728	1,728
CRL	Crawl Space	1,728	0
		3,456	1,728

**Extra Features**

Extra Features	
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 1040  
**Description** 2 Family  
**Zone** A  
**Neighborhood** 0073  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 12664  
**Depth** 0  
**Assessed Value** \$85,260  
**Appraised Value** \$121,800

**Outbuildings**

Outbuildings		<a href="#">Legend</a>
No Data for Outbuildings		

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$110,400	\$121,800	\$232,200
2021	\$110,400	\$121,800	\$232,200
2020	\$110,400	\$121,800	\$232,200

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$77,280	\$85,260	\$162,540
2021	\$77,280	\$85,260	\$162,540
2020	\$77,280	\$85,260	\$162,540

**DECLARATION OF LAND USE RESTRICTIVE COVENANT**

**THIS DECLARATION OF LAND USE RESTRICTIVE COVENANT**, (this "**Restrictive Covenant**") is made as of this 21<sup>st</sup> day of January, 2020 by **OH PROPERTIES, LLC**, a Connecticut limited liability company with an office and principal place of business located at 636 Old Post Road, Fairfield, Connecticut 06824 (the "**Owner**") and is given as a condition precedent to the disbursement to Owner of certain financial assistance in the form of a grant (the "**Grant**") pursuant to the provisions of the Affordable Housing Program as set forth in § 8-37pp of the Connecticut General Statutes ("**CGS**"), as amended and in effect from time to time (the "**Act**"), as amended, in favor of the **STATE OF CONNECTICUT** (the "**State**"), acting herein by and through its Department of Housing ("**DOH**"), acting by its Commissioner of Housing (the "**Commissioner**").

**WITNESSETH:**

**WHEREAS**, the Owner is the owner of a certain parcel (or parcels) of real property commonly known as **21-23 and 63-65 Durrell Drive, Fairfield, Connecticut** and being more particularly described in Schedule A hereto (the "**Land**"); and

**WHEREAS**, the Owner is the developer of an affordable housing project located on the Land known as "Durrell Drive Affordable Housing Project" and identified by the State as **Project No. FX1805108** (the "**Development**" and together with the Land, the "**Premises**"); and

**WHEREAS**, the Owner has requested financial assistance from the State for the acquisition and/or rehabilitation or construction of the Development, including, without limitation, four (4) units of affordable housing (each an "**Affordable Unit**" and collectively, the "**Affordable Units**"), and the State has agreed to provide such financial assistance in accordance with the provisions of the Act and that certain agreement for financial assistance of even date herewith between the State and the Owner (the "**Assistance Agreement**"); and

**WHEREAS**, as a condition to its receipt of financial assistance from the State, the Owner has covenanted to maintain certain restrictions with respect to the rent to be charged for the Affordable Units and the income eligibility requirements of tenants residing in the Affordable Units, in each case for the period of time as specified in the Assistance Agreement; and

**WHEREAS**, the State requires as a condition precedent to the disbursement of the Grant proceeds that the Owner (a) execute, deliver and record this Restrictive Covenant on the official land records of the municipality in which the Land is located (the "**Municipality**") in order to create certain covenants running with the Land for the purpose of enforcing the requirements set forth herein and in the Assistance Agreement regulating and restricting the use, occupancy, operation and transfer of the Development, and providing that such covenants shall be binding upon all subsequent owners of the Development for such term, and are not merely personal covenants of the Owner and (b) consent to be regulated by the State as provided herein and by any applicable statutes and rules, regulations, policies and procedures of the State.

**NOW THEREFORE**, in consideration of the disbursement of the Grant proceeds by the State, the Owner agrees as follows:

## Section 1 - Definitions

All capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Assistance Agreement. In the event of any conflict between the provisions set forth herein and the provisions of the Assistance Agreement, the provisions of the Assistance Agreement shall control.

## Section 2 - Recording Filing, Covenants To Run With the Land

(a) Promptly upon the execution of this Restrictive Covenant by the Owner, the Owner shall cause this Restrictive Covenant to be filed on the land records of the Municipality, and shall pay all fees and charges incurred in connection therewith. Upon recording, the Owner shall immediately transmit to the State a receipt of the same and shall cause the recorded Restrictive Covenant to be returned by the Municipality to the State. Promptly following the full execution of any amendment to this Restrictive Covenant, in each case subject to the terms herein, the Owner shall cause such amendments to be filed on the land records of the Municipality, shall pay all fees and charges incurred in connection therewith, and upon recording, the Owner shall immediately transmit to the State a receipt of the same and shall cause the recorded amendment to be returned by the Municipality to the State.

(b) The Owner intends, declares, and covenants, on behalf of itself and all future owners and operators of the Land and the Development during the term of this Restrictive Covenant, that this Restrictive Covenant and the covenants and restrictions set forth in this Restrictive Covenant: (1) shall be and are covenants running with the land, encumbering the Land and the Development for the term of this Restrictive Covenant, binding upon Owner and its respective successors in title and all subsequent owners and operators of the Land and the Development; (2) are not merely personal covenants of the Owner; and (3) shall bind the Owner and its respective successors and assigns during the term of this Restrictive Covenant (and the benefits shall inure to the State).

(c) The Owner hereby agrees that any and all requirements of the laws of the State of Connecticut to be satisfied in order for the provisions of this Restrictive Covenant to constitute deed restrictions and covenants running with the Land shall be deemed to be satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the Land.

(d) For the term of this Restrictive Covenant, each and every contract, deed or other instrument hereafter executed conveying the Land and/or the Development or any portion(s) thereof shall expressly provide that such conveyance is subject to this Restrictive Covenant, provided, however, the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Land and/or the Development or any portion(s) thereof provides that such conveyance is subject to this Restrictive Covenant.

(e) The Owner covenants to obtain the consent of any prior recorded lien holder on the Land and/or Development, as applicable, to this Restrictive Covenant and to furnish a copy of such consent to the State. Such consent(s) shall be furnished to the State on or before the date of this Restrictive Covenant.

### **Section 3 - Representations, Covenants and Warranties of the Owner**

The Owner hereby represents, covenants, and warrants as follows:

(a) The Owner: (1) is a corporation duly organized under the laws of the State of Connecticut and is qualified to transact business under the laws of the State of Connecticut, (2) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (3) has the full legal right, power and authority to execute and deliver this Restrictive Covenant.

(b) The execution and performance of this Restrictive Covenant by the Owner (1) will not violate or, as applicable, has not violated, any provision of law, rule or regulation, or any order of any court or other agency or governmental body, (2) will not violate or, as applicable, has not violated, any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which it or the Development is bound, and (3) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Owner will, at the time of execution and delivery of this Restrictive Covenant, have good and marketable fee simple title in and to the Land and the Development, free and clear of any lien or encumbrance (except for encumbrances created pursuant to this Restrictive Covenant, or other encumbrances permitted pursuant to the terms of this Restrictive Covenant and/or the Assistance Agreement).

(d) There is no action, suit, proceeding at law or in equity, or by or before any governmental body or instrumentality now pending, or, to the best of the knowledge of the Owner, threatened against or affecting it, the Land, the Development or any of the Owner's other properties or rights, which if adversely determined, would materially impair the Owner's right to carry on its business substantially as now conducted (and as now contemplated by this Restrictive Covenant) or would materially adversely affect its financial condition.

(e) All Affordable Units situated within the Development shall remain habitable, safe and sanitary according to all applicable building, fire, and health codes.

(f) Except as may otherwise be allowed herein and/or pursuant to the Assistance Agreement, the Owner shall not convey, transfer, sell or encumber all or any portion of the Premises, or permit the same, without the prior written consent of the State.

(g) Subject to the requirements of the Act, this Restrictive Covenant, the Assistance Agreement and the prior written approval of the State, the Owner may convey, transfer, or sell the entire Premises, provided the Owner shall have notified in writing the transferee, buyer or other successor in interest acquiring the Premises in advance that such acquisition is subject to the requirements of this Restrictive Covenant and to the requirements of the Act and all applicable regulations. This provision shall not act to modify any other restriction on the conveyance, transfer, or sale of the Premises. The Owner agrees that the State may void any conveyance, transfer, or sale of the Premises if the Owner fails to provide such notice to the transferee, buyer or other successor in interest or if the transferee, buyer or other successor in interest fails to assume in writing the requirements of this Restrictive Covenant and the requirements of the Act.

(h) The Owner shall not demolish, or cause or suffer the demolition of, any portion of the Development, substantially subtract from any real or personal property at, on, or constituting a portion of the Premises, or permit the use of any residential unit situated within the Development

for any purpose other than for residential purposes during the term of this Restrictive Covenant unless required by law or unless the State has given its prior written consent.

(i) If the Development, or any part thereof, shall be damaged, destroyed, condemned, or acquired for public use, the Owner will use its best efforts, subject to the rights of any mortgagee with rights senior to the State, to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, and in the case of a partial condemnation, to restore the Development to substantially the same condition as existed prior to such condemnation, to the extent feasible, and thereafter to operate the Development in accordance with the terms of this Restrictive Covenant.

(j) The Owner has not and will not execute any other restrictive covenant or other instrument with provisions contradictory to, or in opposition to, the provisions hereof, and in any event, the requirements of this Restrictive Covenant are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

(k) The Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of the Act and applicable regulations or any provision of this Restrictive Covenant. Moreover, the Owner covenants to take any lawful action (including amendment of this Restrictive Covenant as may be necessary, in the opinion of the State) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed and published by the State from time to time pertaining to the Owner's obligations under the Act or applicable regulations and affecting the Premises.

#### **Section 4 - Income, Rent, Occupancy and Use Restrictions**

The Owner covenants and agrees that following the acquisition, rehabilitation, and construction of the Development, notwithstanding any repayment or other discharge of the Grant, at all times during the Affordability Period:

The Affordable Units shall comprise the following: four (2) two-bedroom units, and shall be subject to the following affordability restrictions:

- (i) two (2) two-bedroom Affordable Units shall be restricted to families and persons whose income does not exceed twenty-five percent (25%) of the AMI, and have an initial rental limit of \$545 per month; and
- (ii) two (2) two-bedroom Affordable Units shall be restricted to families and persons whose income does not exceed sixty percent (60%) of the AMI, and have an initial rental limit of \$1,308 per month.

The threshold rents set forth above shall be calculated by adding base rent plus a utility allowance for any utilities paid for by the tenant of the applicable Affordable Unit. Any utility allowances for tenant paid utilities must be subtracted from these maximum rents. When DOH amends its rent limits, DOH shall make such information available to the Owner. The Owner shall not adjust rents except in accordance with the rental limits established by DOH under the Program or under the LIHTC Program, as applicable. The Owner shall provide each tenant a minimum of thirty (30) days prior written notice before implementing a rent increase.

## **Section 5 - Term of Restrictive Covenant**

(a) This Restrictive Covenant, and the term of affordability specified herein (the "**Affordability Period**"), shall be effective immediately upon recordation of this Restrictive Covenant. With respect to any covenants concerning any Affordable Units to be constructed following the recordation of this Restrictive Covenant, the Owner shall comply with all such covenants immediately upon the completion of the construction of such Affordable Units but in no event later than the Project Completion Date. This Restrictive Covenant shall terminate on the date that is forty (40) years after the Project Completion Date. DOH keeps records at its office from which it may be ascertained when the Project Completion Date has occurred and when the expiration of the Affordability Period has occurred.

(b) Pursuant to the Act, as amended, this Restrictive Covenant shall remain in effect until the expiration of the Affordability Period described in section 5(a) above, without regard to the term of any mortgage (regardless of the seniority of such mortgage relative to the mortgage securing the Owner's obligations under the Project Documents) or other underlying security and without regard to any transfer of ownership of the Premises or any portion thereof or any interest therein.

## **Section 6 - Enforcement of Restrictions**

(a) The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the State, to inspect any books and records of the Owner regarding the Premises, including, without limitation, with respect to the incomes of any tenant of any Affordable Unit situated within the Development or any other information the State shall deem reasonably necessary to substantiate the Owner's continuing compliance with the covenants, restrictions, and other requirements set forth in this Restrictive Covenant.

(b) The Owner shall submit any other information, documents, or certifications requested by the State which the State shall deem reasonably necessary to substantiate the Owner's continuing compliance with the covenants, restrictions, and other requirements set forth in in this Restrictive Covenant.

(c) The Owner hereby agrees that the representations, warranties, and covenants set forth herein may be relied upon by the State. The Owner further agrees, upon request therefor from the State, to submit annual certifications and other reports to the State confirming that the Development is in compliance with the Act, all applicable regulations and the covenants and restrictions set forth in this Restrictive Covenant.

(d) The Owner acknowledges that the primary purpose for requiring compliance by the Owner with the covenants, restrictions and other requirements set forth in this Restrictive Covenant is to assure compliance of the Development and the Owner with the Act, all applicable regulations, and the terms of the Assistance Agreement, and by reason thereof, the Owner in consideration for receiving the Grant proceeds for the Development, hereby agrees and consents that the State shall be entitled, for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Owner of its obligations under this Restrictive Covenant in a court of competent jurisdiction. The Owner hereby further specifically acknowledges that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.

(e) The Owner agrees to take any and all actions reasonably required by the State to substantiate the Owner's compliance with the occupancy restrictions of the Act as now constituted or subsequently amended and all applicable regulations.

(f) In the event the Owner fails to satisfy the requirements of this Restrictive Covenant or the Assistance Agreement and legal costs are incurred by the State, such legal costs, including attorney fees and court costs (including costs of appeal), are the responsibility of, and may be recovered from the Owner.

### **Section 7 - Recordkeeping**

(a) At all times during the Affordability Period, the Owner shall maintain and make available to the State any and all records, documents, and policies necessary which demonstrate compliance with this Restrictive Covenant, the Act and all applicable regulations.

(b) At all times during the Affordability Period, the Owner shall maintain all records as required by this Restrictive Covenant, the Act and all applicable regulations and shall take any and all actions reasonably required by the State to substantiate the Owner's compliance therewith. This Restrictive Covenant may be enforced by the State or its designee in the event the Owner fails to satisfy any of the requirements herein.

### **Section 8 - Miscellaneous**

(a) **Severability.** The invalidity of any clause, part, or provision of this Restrictive Covenant shall not affect the validity of the remaining portions thereof.

(b) **Notices.** All notices to be given pursuant to this Restrictive Covenant shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing. The State and the Owner, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

If to State:

Department of Housing  
505 Hudson Street  
Hartford, Connecticut 06106-7106  
Attn: Commissioner of Housing

With a copy to:

Assistant Attorney General - Housing  
55 Elm Street  
Hartford, Connecticut 06106



If to Owner:

OH Properties, LLC  
636 Old Post Road  
Fairfield, Connecticut 06824  
Attn: Carla Miklos, Executive Director

With a copy to:

Cohen and Wolf, P.C.  
320 Post Road West  
Westport, Connecticut 06880  
Attn: Michael S. Rosten, Esq.

or to such other address or person as shall be designated from time to time by notice.

(c) **Amendment.** The Owner agrees that, at the State's request, it will take all actions necessary to effect amendment of this Restrictive Covenant as may be necessary to comply with the Act and any and all applicable rules, regulations, policies, procedures, rulings, or other official statements pertaining to the Act. The State, together with the Owner, may execute and record any amendment or modification to this Restrictive Covenant provided such amendment or modification is in writing and executed by both the Owner and the State, or their respective successors or assigns. Any such amendment or modification shall be binding on any third-parties granted rights under this Restrictive Covenant.

(d) **Governing Law.** This Restrictive Covenant shall be governed by the laws of the State of Connecticut.

No Further Text on This Page – Signature Page Follows

*Signature Page – Declaration of Land Use Restrictive Covenant*

1262420



SCHEDULE "A"

**FIRST PARCEL:**

All that certain piece or parcel of land, with the buildings and improvements thereon, situated in the Town of Fairfield, County of Fairfield and State of Connecticut, being known as Lot No. 1R (containing 11,796 sf), as shown and delineated on a certain map entitled, "Revision of Subdivision For UNQUOWA ROAD AFFORDABLE HOUSING Fairfield, Conn. Feb. 22, 1993 rev. June 3, 1994 rev. Oct. 11, 1994 rev. Nov. 1, 1995", prepared by The Huntington Company, Engineers & Surveyors, Fairfield, Conn., which map is on file in the Fairfield Town Clerk's Office as Map No. 6300.

Said premises are also known as 21-23 Durrell Drive, Fairfield, Connecticut.

**SECOND PARCEL:**

All that certain piece or parcel of land, with the buildings and improvements thereon, situated in the Town of Fairfield, County of Fairfield and State of Connecticut, being known as Lot No. 3R (containing 12,664 sf), as shown and delineated on a certain map entitled, "Revision of Subdivision For UNQUOWA ROAD AFFORDABLE HOUSING Fairfield, Conn. Feb. 22, 1993 rev. June 3, 1994 rev. Oct. 11, 1994 rev. Nov. 1, 1995", prepared by The Huntington Company, Engineers & Surveyors, Fairfield, Conn., which map is on file in the Fairfield Town Clerk's Office as Map No. 6300.

TOGETHER WITH an access easement in favor of Lot 3R, over Lot 5R, as shown on said map.

Said premises are also known as 63-65 Durrell Drive, Fairfield, Connecticut.

RECEIVED FOR RECORD  
03/16/2020 09:51:20 AM  
Elizabeth P. Browne, Fairfield Town Clerk



# 5545 Park Residential

**5545 Park Avenue**

- Calculation of Housing Unit Equivalent Points
- Vision Appraisal Property Description (1)
- Declaration of Restrictive Covenants

## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b>	5545 Park Residential	<b>Set Aside:</b>	YES
<b>Address:</b>	5545 Park Avenue	<b>Owner/Rental:</b>	RENTAL
<b>Developer:</b>	5545 Park Residential, LLC	<b>Total # Units:</b>	100
<b>Property Mgr:</b>	Investment Capital Partners, LTD	<b># Affordable:</b>	30
<b>Date CO Issued:</b>	11/18/2024	<b># Market Rate:</b>	70

### Description of Development

5545 Park Residential is a 100-unit set aside development approved by the Town Plan & Zoning (TPZ) Commission on 8/28/2021 pursuant to CGS 8-30g, of which 15 units are deed restricted to persons or households with incomes at or below 80% of the area median income (AMI) and 15 units are restricted to persons or households with incomes at or below 60% of the AMI for a term of forty years.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development	70	0.25	17.5
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes ≤ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 80% of AMI	15	1.50	22.5
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 60% of AMI	15	2.00	30.0
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.50	
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>100</b>		<b>70</b>

# 5545 PARK AVENUE

**Location** 5545 PARK AVENUE

**Mblu** 14/ 2/ / /

**Acct#** 01495

**Owner** 5545 PARK RESIDENTIAL LLC

**Assessment** \$7,421,960

**Appraisal** \$10,602,800

**PID** 484

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$8,723,600	\$1,879,200	\$10,602,800
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$6,106,520	\$1,315,440	\$7,421,960

## Owner of Record

**Owner** 5545 PARK RESIDENTIAL LLC  
**Co-Owner**  
**Care Of**  
**Address** 1077 BRIDGEPORT AVE STE 201  
 SHELTON, CT 06484

**Sale Price** \$4,100,000  
**Certificate**  
**Book & Page** 6328/22  
**Sale Date** 06/21/2022  
**Instrument** 25  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
5545 PARK RESIDENTIAL LLC	\$4,100,000		6328/22	25	06/21/2022
PRIMROSE DEVELOPMENT LLC	\$2,000,000		6328/18	25	06/21/2022
HARMONAY CATHY BOBOWICK ETAL	\$0		4657/0209	02	08/11/2011
BOBOWICK ALPHONSE J (LU) ETAL	\$0		2597/0082		09/06/2002
BOBOWICK STELLA/EST	\$0		2195/0148		01/08/2001

## Building Information

**Building 1 : Section 1**

**Year Built:** 2022  
**Living Area:** 145,860  
**Replacement Cost:** \$24,924,557  
**Building Percent Good:** 100  
**Replacement Cost Less Depreciation:** \$24,924,600

### Building Photo



([https://images.vgsi.com/photos2/FairfieldCTPhotos/\0092\IMG\\_3956\\_925](https://images.vgsi.com/photos2/FairfieldCTPhotos/\0092\IMG_3956_925))

### Building Layout

 Building Layout (ParcelSketch.ashx?pid=484&bid=420)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	72,930	72,930
FUS	Upper Story, Finished	72,930	72,930
		145,860	145,860

Building Attributes	
Field	Description
Style:	Apartments
Model	Comm/Ind
Grade	Excellent Plus
Stories:	
Occupancy	100.00
Exterior Wall 1	Clapboard
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Hardwood
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Central
Struct Class	
Bldg Use	Apartments
Total Rooms	
Total Bedrms	
Total Baths	
Liv Area	
Effect Area	
1st Floor Use:	
Heat/AC	Heat/AC Split
Frame Type	Wood Frame
Baths/Plumbing	Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Average
Wall Height	
% Conn Wall	

### Extra Features

Extra Features

No Data for Extra Features

## Land

### Land Use

**Use Code** 1120  
**Description** Apartments  
**Zone** R3  
**Neighborhood** C5  
**Alt Land Appr Category** No

### Land Line Valuation

**Size (Sqr Feet)** 104979  
**Depth** 0  
**Assessed Value** \$1,315,440  
**Appraised Value** \$1,879,200

## Outbuildings

Outbuildings		Legend
No Data for Outbuildings		

## Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$0	\$1,879,200	\$1,879,200
2021	\$49,400	\$402,400	\$451,800
2020	\$49,400	\$402,400	\$451,800

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$0	\$1,315,440	\$1,315,440
2021	\$34,580	\$281,680	\$316,260
2020	\$34,580	\$281,680	\$316,260





After recording, please return to:  
5545 Park Residential LLC  
Management Office  
Attn: Scott Lawrence, Co-Manager  
5545 Park Avenue  
Fairfield, CT 06825

Elizabeth P. Browne, Fairfield Town Clerk

## DECLARATION OF RESTRICTIVE COVENANTS


5545 PARK RESIDENTIAL LLC, owner in fee simple of property known as 5545 Park Fairfield, 5545 Park Avenue, Fairfield, Connecticut and described more fully in Exhibit A (hereinafter the "Development"), hereby covenants and agrees for itself, its successors, heirs and assigns, that the Development shall be subject to the following restrictions authorized by section 8-30g of the Connecticut General Statutes:

The Development is a set aside development as defined in section 8-30g of the Connecticut General Statutes and in accordance with the applicable regulations for state agencies that were in effect on the date of the original initial local approval on August 24, 2021, last modified December 14, 2021, containing affordable housing dwelling units, and is therefore subject to limitations on the maximum annual income of the household that may rent the designated affordable housing dwelling units, and on the maximum rental that may be charged for such affordable housing dwelling units. These limitations shall be strictly enforced, and may be enforced by the zoning enforcement authority of Fairfield against the record owner of the Development or the person identified in the affordability plan as responsible for the administration of these limitations.

The Restrictions herein set forth shall run with the land for a period of 40 years from the date of initial legal occupancy of said unit(s) to an eligible family or household. After the expiration of said 40-year period, the Restrictions shall be of no further force and effect. No fewer than six (6) two-bedroom units, seven (7) one-bedroom units and two (2) studio units shall be rented to persons and families whose annual income is less than or equal to 80% of the area median income as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, and such units may be rented only at a rental equal to or less than the rental determined using the formula for maximum monthly rental amount stated in section 8-30g-8(d) of the Regulations of Connecticut State Agencies. In addition, no fewer than fifteen percent (15%) of the dwelling units, or five (5) two-bedroom units, seven (7) one-bedroom units and three (3) studio units, shall be rented to persons and families whose annual income is less than or equal to 60% of the area median income as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, and such units may be rented only at a rental equal to or less than the rental determined using the formula for maximum monthly rental amount stated in section 8-30g-8(e) of the Regulations of Connecticut State Agencies. The total number of units subject to these Restrictions shall be 30 units, constituting 30% of all units in the Development.

IN WITNESS WHEREOF, the Co-Manager of 5545 PARK RESIDENTIAL LLC has caused these presents to be signed, acknowledged and delivered in the company's name this 31st day of October, 2024.

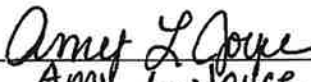
**5545 PARK RESIDENTIAL LLC**  
a Connecticut limited liability company

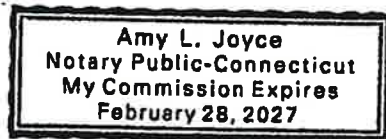
By:   
Name: Scott P. Lawrence  
Title: A Co-Manager, Duly Authorized

State of Connecticut  
County of Fairfield ss. Fairfield

On this the 31st day of October, 2024, before me, the undersigned officer, personally appeared Scott P. Lawrence, Co-Manager of 5545 PARK RESIDENTIAL LLC, who executed the foregoing instrument on behalf of the company for the purposes therein contained, by signing his name hereto.

In witness whereof I hereunto set my hand.

Signature:   
Printed Name: Amy L. Joyce  
Notary Public / Commissioner of the Superior Court  
My Commission Expires: 2/28/27



**EXHIBIT A**  
**To Declaration of Restrictive Covenants**  
**5545 Park Avenue, Fairfield, Connecticut**

**Legal Description of Property**

ALL THAT CERTAIN piece or parcel of land, together with all buildings and improvements thereon standing, situated in the Town of Fairfield, County of Fairfield, and State of Connecticut, and being more particularly bounded and described as follows:

- NORTH: by land now or formerly of the State of Connecticut, 597 feet, more or less;
- EAST: by Park Avenue, 202 feet, more or less;
- SOUTH: by land now or formerly of Ksewery and Kazimierz Bobowik, 538 feet, more or less;
- WEST: by land now or formerly of Ksewery and Kazimierz Bobowik, 180 feet.

TOGETHER WITH rights of way reserved in a deed dated October 10, 1941 and recorded in Volume 188 at Page 316 of the Fairfield Land Records.

RECEIVED FOR RECORD  
10/31/2024 12:47:01 PM  
Elizabeth P. Browne, Fairfield Town Clerk



# Parkview Commons

## **Reef Road, Quincy Street & Jarvis Court**

- Calculation of Housing Unit Equivalent Points
- Vision Appraisal Property Description (22)
- Declaration of Restrictive Covenants

## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b>	Parkview Commons	<b>Set Aside:</b>	NO
<b>Address:</b>	673-703 Reef Road, 320-412 Quincy Street & 16-77 Jarvis Court	<b>Owner/Rental:</b>	OWNER
<b>Developer:</b>	Town of Fairfield	<b>Total # Units:</b>	22
<b>Property Mgr:</b>	N/A	<b># Affordable:</b>	22
<b>Date CO Issued:</b>		<b># Market Rate:</b>	0

### Description of Development

In 2004 the Town of Fairfield acquired property from the U.S. Army to preserve a twenty-two (22) unit homeownership development of single family homes. The original survey map and Declaration of Restrictive Covenants called for the demolition of the two properties on Reef Road. These were ultimately preserved to achieve the 22 parcels. The additional property on Jarvis Street led to the demolition of six structures and the transfer of the property to Operation Hope for the development of 8 units of Supportive Housing.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes ≤ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 80% of AMI	22	1.00	22
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.50	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.50	
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>22</b>		<b>22</b>

# 673 REEF ROAD

**Location** 673 REEF ROAD

**Mblu** 183/ 116/ //

**Acct#** 18439

**Owner** KRAUS STEVEN D

**Assessment** \$184,870

**Appraisal** \$264,100

**PID** 16639

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$45,600	\$218,500	\$264,100

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$31,920	\$152,950	\$184,870

## Owner of Record

**Owner** KRAUS STEVEN D  
**Co-Owner**  
**Care Of**  
**Address** 673 REEF ROAD  
 FAIRFIELD, CT 06824-6548

**Sale Price** \$270,953  
**Certificate** 1  
**Book & Page** 5161/0001  
**Sale Date** 07/28/2014  
**Instrument** 15  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
KRAUS STEVEN D	\$270,953	1	5161/0001	15	07/28/2014
KAMMLADE VERONIKA G	\$240,000		4375/0316	15	11/19/2009
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004
NORTHEAST HOUSING, LLC	\$114,517		3391/0240	04	11/01/2004
UNITED STATES OF AMERICA	\$0		0352/0276		

## Pending Information

**Building 1 : Section 1**

**Year Built:** 1957  
**Living Area:** 1,196  
**Replacement Cost:** \$84,409  
**Building Percent Good:** 54  
**Replacement Cost  
 Less Depreciation:** \$45,600

**Building Attributes**

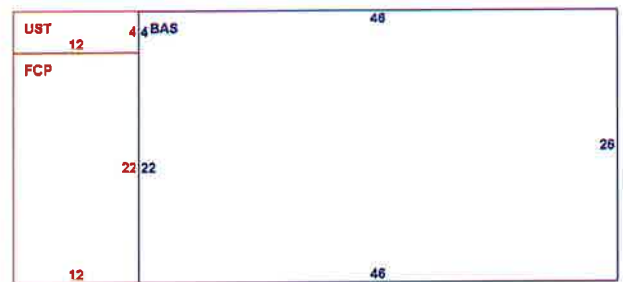
Field	Description
Style:	Ranch
Model	Residential
Grade:	
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Wood Laminate
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	Central
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG\\_7667\\_819](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG_7667_819))

**Building Layout**



(ParcelSketch.ashx?pid=16639&bid=14834)

**Building Sub-Areas (sq ft)**

Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
FCP	Carport	264	0
UST	Utility Storage, Unfinished	48	0
		1,508	1,196

**Extra Features**

Extra Features

No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** B  
**Neighborhood** 0069  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Sqr Feet)** 7843  
**Depth** 0  
**Assessed Value** \$152,950  
**Appraised Value** \$218,500

**Outbuildings**

Outbuildings	<a href="#">Legend</a>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$45,600	\$218,500	\$264,100
2021	\$45,600	\$218,500	\$264,100
2020	\$45,600	\$218,500	\$264,100

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$31,920	\$152,950	\$184,870
2021	\$31,920	\$152,950	\$184,870
2020	\$31,920	\$152,950	\$184,870



# 703 REEF ROAD

**Location** 703 REEF ROAD

**Mblu** 183/ 116/Z / /

**Acct#** 22336

**Owner** TUDOR FLORIAN & DOBRITA (SV)

**Assessment** \$190,330

**Appraisal** \$271,900

**PID** 103795

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$54,900	\$217,000	\$271,900

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$38,430	\$151,900	\$190,330

## Owner of Record

**Owner** TUDOR FLORIAN & DOBRITA (SV)  
**Co-Owner**  
**Care Of**  
**Address** 703 REEF ROAD  
 FAIRFIELD, CT 06824-6552

**Sale Price** \$0  
**Certificate** 1  
**Book & Page** 5303/0031  
**Sale Date** 08/04/2015  
**Instrument** 02  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
TUDOR FLORIAN & DOBRITA (SV)	\$0	1	5303/0031	02	08/04/2015
TUDOR FLORIAN	\$244,000		4503/0085	15	09/17/2010
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 1957  
**Living Area:** 1,196

**Replacement Cost:** \$88,569  
**Building Percent Good:** 62  
**Replacement Cost Less Depreciation:** \$54,900

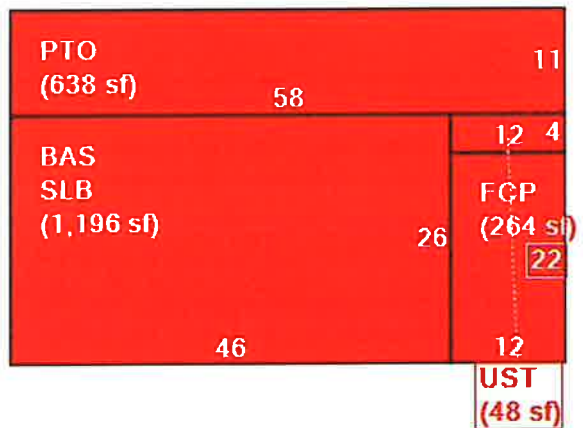
**Building Photo**



(https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG\_7671\_819

Building Attributes	
Field	Description
Style:	Ranch
Model	Residential
Grade:	
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	Central
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Layout**



(ParcelSketch.ashx?pid=103795&bid=22610)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
FCP	Carport	264	0
PTO	Patio	638	0
SLB	Slab	1,196	0
UST	Utility Storage, Unfinished	48	0
		3,342	1,196

**Extra Features**

Extra Features				
Code	Description	Size	Value	Bldg #

SPAN	SOLAR PANELS	22.00 UNITS	\$0	1
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**Land**

**Land Use**

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** B  
**Neighborhood** 0069  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 7330  
**Depth**  
**Assessed Value** \$151,900  
**Appraised Value** \$217,000

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$54,900	\$217,000	\$271,900
2021	\$54,900	\$217,000	\$271,900
2020	\$54,900	\$217,000	\$271,900

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$38,430	\$151,900	\$190,330
2021	\$38,430	\$151,900	\$190,330
2020	\$38,430	\$151,900	\$190,330

# 16 JARVIS COURT

**Location** 16 JARVIS COURT

**Mblu** 183/ 116/U //

**Acct#** 22331

**Owner** BLOOM LORI H

**Assessment** \$165,130

**Appraisal** \$235,900

**PID** 103800

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$48,200	\$187,700	\$235,900

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$33,740	\$131,390	\$165,130

## Owner of Record

**Owner** BLOOM LORI H  
**Co-Owner**  
**Care Of**  
**Address** 16 JARVIS COURT  
FAIRFIELD, CT 06824-6629

**Sale Price** \$280,000  
**Certificate**  
**Book & Page** 5707/0070  
**Sale Date** 09/10/2018  
**Instrument** 25  
**Qualified** U

## Ownership History

Ownership History						
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date	
BLOOM LORI H	\$280,000		5707/0070	25	09/10/2018	
DOUKAS ARMANDO & GEORGIA (SV)	\$225,000		3620/0023	15	09/19/2005	
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004	

## Building Information

### Building 1 : Section 1

**Year Built:** 1957  
**Living Area:** 1,196  
**Replacement Cost:** \$77,740

**Building Percent Good:** 62  
**Replacement Cost**  
**Less Depreciation:** \$48,200

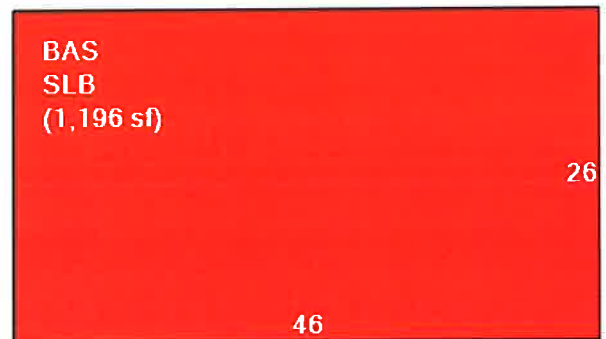
**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/\0081\IMG\\_7565\\_818](https://images.vgsi.com/photos2/FairfieldCTPhotos/\0081\IMG_7565_818))

Building Attributes	
Field	Description
Style:	Ranch
Model	Residential
Grade:	03
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Layout**



(ParcelSketch.ashx?pid=103800&bid=22615)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
SLB	Slab	1,196	0
		2,392	1,196

**Extra Features**

Extra Features
No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 4772  
**Depth**  
**Assessed Value** \$131,390  
**Appraised Value** \$187,700

**Outbuildings**

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$48,200	\$187,700	\$235,900
2021	\$48,200	\$187,700	\$235,900
2020	\$48,200	\$187,700	\$235,900

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$33,740	\$131,390	\$165,130
2021	\$33,740	\$131,390	\$165,130
2020	\$33,740	\$131,390	\$165,130

# 25 JARVIS COURT

**Location** 25 JARVIS COURT

**Mblu** 183/ 116/ / /

**Acct#** 22319

**Owner** IFRACH SHARI & MOSHE (SV)

**Assessment** \$173,110

**Appraisal** \$247,300

**PID** 103817

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$86,300	\$161,000	\$247,300

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$60,410	\$112,700	\$173,110

## Owner of Record

**Owner** IFRACH SHARI & MOSHE (SV)  
**Co-Owner**  
**Care Of**  
**Address** 25 JARVIS COURT  
FAIRFIELD, CT 06824-6628

**Sale Price** \$245,000  
**Certificate**  
**Book & Page** 4310/0330  
**Sale Date** 06/29/2009  
**Instrument** 15  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
IFRACH SHARI & MOSHE (SV)	\$245,000		4310/0330	15	06/29/2009
SECCHI GENEVIEVE M	\$230,000		3619/0209	15	09/19/2005
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 1957  
**Living Area:** 1,196  
**Replacement Cost:** \$151,461

Building Percent Good: 57

Replacement Cost

Less Depreciation: \$86,300

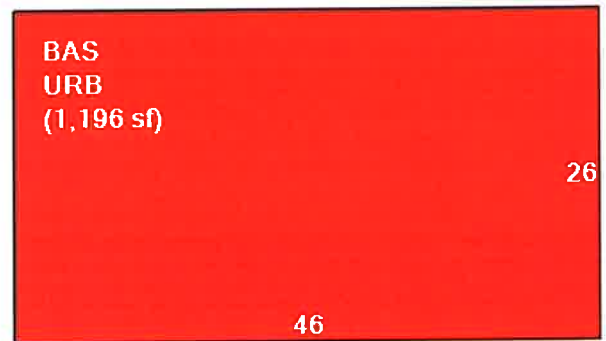
Building Attributes	
Field	Description
Style:	Ranch
Model	Residential
Grade:	05
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	Compliant
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

### Building Photo



(https://images.vgsi.com/photos2/FairfieldCTPhotos/\A0081\IMG\_7566\_818

### Building Layout



(ParcelSketch.ashx?pid=103817&bid=22628)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
URB	Unfinished Raised Bsmt	1,196	0
		2,392	1,196

### Extra Features

Extra Features				
Code	Description	Size	Value	Bldg #
SPAN	SOLAR PANELS	12.00 UNITS	\$0	1



## Land

### Land Use

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr Category** No

### Land Line Valuation

**Size (Sqr Feet)** 7367  
**Depth**  
**Assessed Value** \$112,700  
**Appraised Value** \$161,000

## Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

## Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$86,300	\$161,000	\$247,300
2021	\$86,300	\$161,000	\$247,300
2020	\$86,300	\$161,000	\$247,300

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$60,410	\$112,700	\$173,110
2021	\$60,410	\$112,700	\$173,110
2020	\$60,410	\$112,700	\$173,110

# 28 JARVIS COURT

**Location** 28 JARVIS COURT

**Mblu** 183/ 116/T //

**Acct#** 22330

**Owner** CARUSONE DONNA R

**Assessment** \$168,000

**Appraisal** \$240,000

**PID** 103801

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$48,200	\$191,800	\$240,000

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$33,740	\$134,260	\$168,000

## Owner of Record

**Owner** CARUSONE DONNA R  
**Co-Owner**  
**Care Of**  
**Address** 28 JARVIS COURT  
 FAIRFIELD, CT 06824-6629

**Sale Price** \$0  
**Certificate**  
**Book & Page** 4859/0286  
**Sale Date** 09/18/2012  
**Instrument** 02  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
CARUSONE DONNA R	\$0		4859/0286	02	09/18/2012
CARUSONE ROBERT A &	\$239,000		3967/0293	00	05/23/2007
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 1957  
**Living Area:** 1,196  
**Replacement Cost:** \$77,740

**Building Percent Good:** 62  
**Replacement Cost**  
**Less Depreciation:** \$48,200

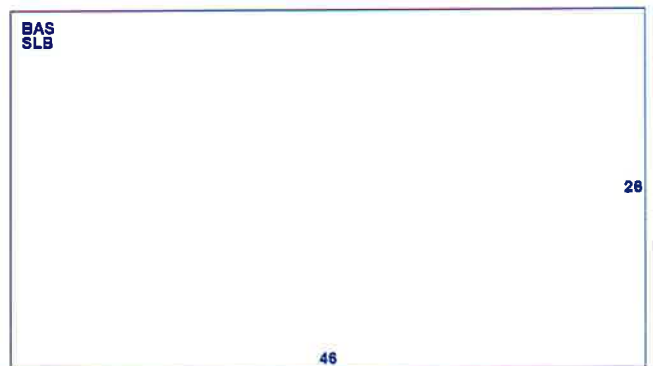
**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/\0081\IMG\\_7567\\_818](https://images.vgsi.com/photos2/FairfieldCTPhotos/\0081\IMG_7567_818))

Building Attributes	
Field	Description
Style:	Ranch
Model	Residential
Grade:	03
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Wood Laminate
Interior Flr 2	Carpet
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Layout**



(ParcelSketch.ashx?pid=103801&bid=22616)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
SLB	Slab	1,196	0
		2,392	1,196

**Extra Features**

Extra Features
No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Sqr Feet)** 5285  
**Depth**  
**Assessed Value** \$134,260  
**Appraised Value** \$191,800

**Outbuildings**

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$48,200	\$191,800	\$240,000
2021	\$48,200	\$191,800	\$240,000
2020	\$48,200	\$191,800	\$240,000

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$33,740	\$134,260	\$168,000
2021	\$33,740	\$134,260	\$168,000
2020	\$33,740	\$134,260	\$168,000

# 37 JARVIS COURT

**Location** 37 JARVIS COURT

**Mblu** 183/ 116/J //

**Acct#** 22320

**Owner** KOCTURK SEHNAZ

**Assessment** \$172,270

**Appraisal** \$246,100

**PID** 103816

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$104,600	\$141,500	\$246,100
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$73,220	\$99,050	\$172,270

## Owner of Record

**Owner** KOCTURK SEHNAZ  
**Co-Owner**  
**Care Of**  
**Address** 37 JARVIS COURT  
 FAIRFIELD, CT 06824-6628

**Sale Price** \$239,000  
**Certificate**  
**Book & Page** 3899/0238  
**Sale Date** 01/26/2007  
**Instrument** 15  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
KOCTURK SEHNAZ	\$239,000		3899/0238	15	01/26/2007
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 1957  
**Living Area:** 1,196  
**Replacement Cost:** \$136,890  
**Building Percent Good:** 76

**Replacement Cost**

**Less Depreciation:** \$104,000

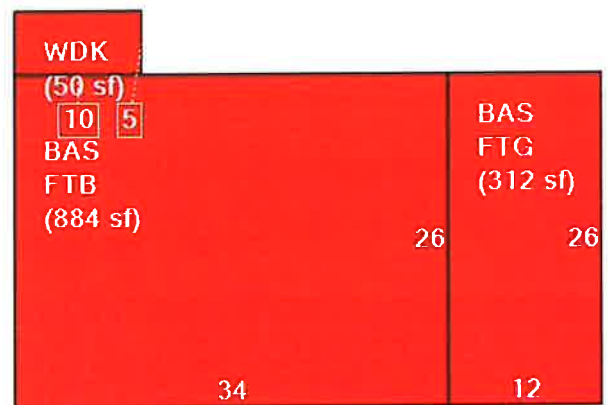
Building Attributes	
Field	Description
Style:	Ranch
Model	Residential
Grade:	05
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Wood Laminate
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



(https://images.vgsi.com/photos2/FairfieldCTPhotos/0081/IMG\_7568\_818

**Building Layout**



(ParcelSketch.ashx?pid=103816&bid=22627)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
FTB	Flo-Thru Bsmt	884	0
FTG	Flo thru Garage	312	0
WDK	Deck, Wood	50	0
		2,442	1,196

**Extra Features**

Extra Features
No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 7720  
**Depth**  
**Assessed Value** \$99,050  
**Appraised Value** \$141,500

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAT1	PATIO-AVG			100.00 S.F.	\$600	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$104,600	\$141,500	\$246,100
2021	\$104,600	\$141,500	\$246,100
2020	\$104,600	\$141,500	\$246,100

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$73,220	\$99,050	\$172,270
2021	\$73,220	\$99,050	\$172,270
2020	\$73,220	\$99,050	\$172,270

# 42 JARVIS COURT

**Location** 42 JARVIS COURT

**Mblu** 183/ 116/S / /

**Acct#** 22329

**Owner** AYUBE MOHAMED

**Assessment** \$180,740

**Appraisal** \$258,200

**PID** 103802

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$55,000	\$203,200	\$258,200

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$38,500	\$142,240	\$180,740

## Owner of Record

**Owner** AYUBE MOHAMED

**Sale Price** \$280,000

**Co-Owner**

**Certificate**

**Care Of**

**Book & Page** 5860/111

**Address** 42 JARVIS COURT

**Sale Date** 12/30/2019

FAIRFIELD, CT 06824-6629

**Instrument** 00

**Qualified** Q

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
AYUBE MOHAMED	\$280,000		5860/111	00	12/30/2019
KIKIROV STAN	\$0		5815/72	14	08/29/2019
JPMORGAN CHASE BANK NA	\$0		5761/0146	14	04/02/2019
GRECO JASON & COURTNEY (SV)	\$0		3608/0227	02	09/01/2005
GRECO JASON & COURTNEY &	\$230,000		3608/0213	15	09/01/2005

## Building Information

**Building 1 : Section 1**



**Year Built:** 1957  
**Living Area:** 1,196  
**Replacement Cost:** \$78,585  
**Building Percent Good:** 70  
**Replacement Cost less Depreciation:** \$55,000

**Building Attributes**

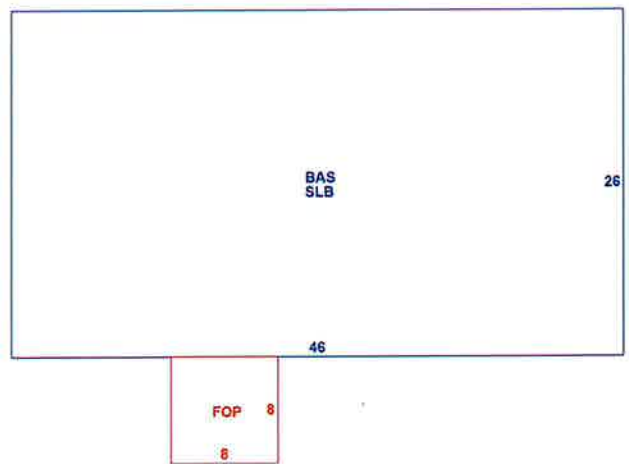
Field	Description
Style:	Ranch
Model	Residential
Grade:	03
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG\\_7569\\_818](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG_7569_818))

**Building Layout**



(ParcelSketch.ashx?pid=103802&bid=22617)

**Building Sub-Areas (sq ft)**

Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
FOP	Porch, Open, Finished	64	0
SLB	Slab	1,196	0
		2,456	1,196

**Extra Features**

**Extra Features**

No Data for Extra Features

## Land

### Land Use

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr Category** No

### Land Line Valuation

**Size (Sqr Feet)** 8076  
**Depth**  
**Assessed Value** \$142,240  
**Appraised Value** \$203,200

## Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

## Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$55,000	\$203,200	\$258,200
2021	\$55,000	\$203,200	\$258,200
2020	\$96,300	\$203,200	\$299,500

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$38,500	\$142,240	\$180,740
2021	\$38,500	\$142,240	\$180,740
2020	\$67,410	\$142,240	\$209,650

# 51 JARVIS COURT

**Location** 51 JARVIS COURT

**Mblu** 183/ 116/K / /

**Acct#** 22321

**Owner** CRAWFORD DAVID &

**Assessment** \$175,420

**Appraisal** \$250,600

**PID** 103815

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$48,200	\$202,400	\$250,600

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$33,740	\$141,680	\$175,420

## Owner of Record

**Owner** CRAWFORD DAVID &  
**Co-Owner** HALDANE HILLARY (SV)  
**Care Of**  
**Address** 51 JARVIS COURT  
FAIRFIELD, CT 06824-6628

**Sale Price** \$239,000  
**Certificate**  
**Book & Page** 3987/0039  
**Sale Date** 06/22/2007  
**Instrument** 00  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
CRAWFORD DAVID &	\$239,000		3987/0039	00	06/22/2007
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 1957  
**Living Area:** 1,196  
**Replacement Cost:** \$77,740  
**Building Percent Good:** 62

**Replacement Cost**

**Less Depreciation:** \$48,200

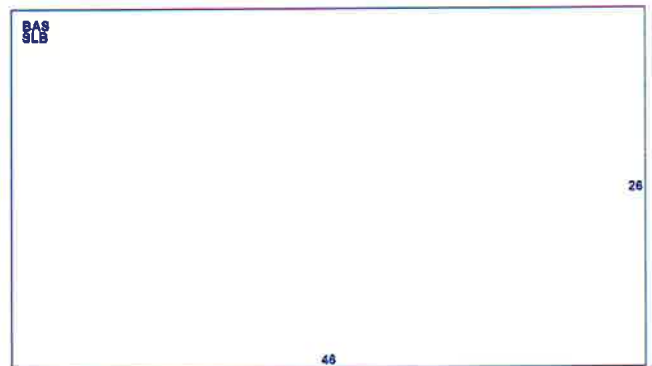
Building Attributes	
Field	Description
Style:	Ranch
Model	Residential
Grade:	03
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Metal/Tin
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081/IMG\\_7571\\_818](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081/IMG_7571_818))

**Building Layout**



([ParcelSketch.aspx?pid=103815&bid=22626](#))

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
SLB	Slab	1,196	0
		2,392	1,196

**Extra Features**

Extra Features				
Code	Description	Size	Value	Bldg #
SPAN	SOLAR PANELS	26.00 UNITS	\$0	1

**Land**

**Land Use**

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Sqr Feet)** 7809  
**Depth**  
**Assessed Value** \$141,680  
**Appraised Value** \$202,400

**Outbuildings**

Outbuildings	<a href="#">Legend</a>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$48,200	\$202,400	\$250,600
2021	\$48,200	\$202,400	\$250,600
2020	\$48,200	\$202,400	\$250,600

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$33,740	\$141,680	\$175,420
2021	\$33,740	\$141,680	\$175,420
2020	\$33,740	\$141,680	\$175,420

# 65 JARVIS COURT

**Location** 65 JARVIS COURT

**Mblu** 183/ 116/L / /

**Acct#** 22322

**Owner** TYRRELL DOROTHEA L

**Assessment** \$174,090

**Appraisal** \$248,700

**PID** 103814

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$48,200	\$200,500	\$248,700

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$33,740	\$140,350	\$174,090

## Owner of Record

**Owner** TYRRELL DOROTHEA L

**Sale Price** \$230,000

**Co-Owner**

**Certificate**

**Care Of**

**Book & Page** 3604/0285

**Address** 65 JARVIS COURT  
FAIRFIELD, CT 06824-6628

**Sale Date** 08/29/2005

**Instrument** 15

**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
TYRRELL DOROTHEA L	\$230,000		3604/0285	15	08/29/2005
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 1957  
**Living Area:** 1,196  
**Replacement Cost:** \$77,740  
**Building Percent Good:** 62

Replacement Cost

Less Depreciation: \$48,200

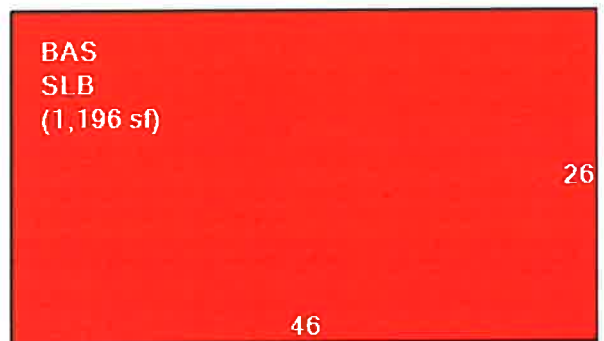
Building Attributes	
Field	Description
Style:	Ranch
Model	Residential
Grade:	03
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG\\_7573\\_818](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG_7573_818))

**Building Layout**



(ParcelSketch.aspx?pid=103814&bid=22625)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
SLB	Slab	1,196	0
		2,392	1,196

**Extra Features**

Extra Features				
Code	Description	Size	Value	Bldg #
SPAN	SOLAR PANELS	13.00 UNITS	\$0	1

**Land**

**Land Use**

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Sqr Feet)** 7083  
**Depth**  
**Assessed Value** \$140,350  
**Appraised Value** \$200,500

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$48,200	\$200,500	\$248,700
2021	\$48,200	\$200,500	\$248,700
2020	\$48,200	\$200,500	\$248,700

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$33,740	\$140,350	\$174,090
2021	\$33,740	\$140,350	\$174,090
2020	\$33,740	\$140,350	\$174,090



# 77 JARVIS COURT

**Location** 77 JARVIS COURT

**Mblu** 183/ 116/M //

**Acct#** 22323

**Owner** ABDELHAFID ISMAILI

**Assessment** \$174,300

**Appraisal** \$249,000

**PID** 103813

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$48,200	\$200,800	\$249,000
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$33,740	\$140,560	\$174,300

## Owner of Record

**Owner** ABDELHAFID ISMAILI  
**Co-Owner**  
**Care Of**  
**Address** 77 JARVIS COURT  
 FAIRFIELD, CT 06824-6628

**Sale Price** \$340,000  
**Certificate**  
**Book & Page** 6424/0335  
**Sale Date** 06/22/2023  
**Instrument** 11  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
ABDELHAFID ISMAILI	\$340,000		6424/0335	11	06/22/2023
ALLEN JAMES S/EST INCOMP	\$0	1	5236/0195	02	03/06/2015
ALLEN JAMES S	\$0		4984/0299	02	05/01/2013
ALLEN NANCY R (LU) &	\$0		4750/0081	02	02/24/2012
ALLEN JAMES S & NANCY R (SV)	\$255,000		4555/0127	15	12/14/2010

## Building Information

**Building 1 : Section 1**

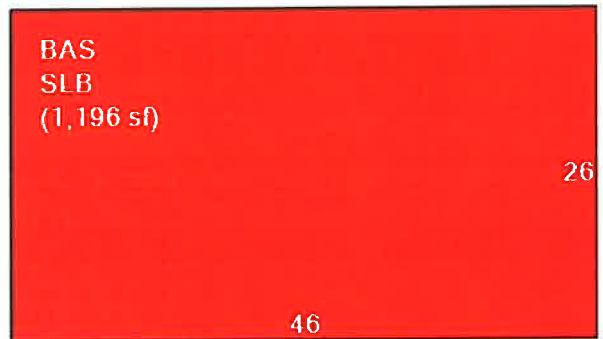
**Year Built:** 1957  
**Living Area:** 1,196  
**Replacement Cost:** \$77,740  
**Building Percent Good:** 62  
**Replacement Cost Less Depreciation:** \$48,200

**Building Photo**



(<https://images.vgsi.com/photos2/FairfieldCTPhotos/\0091\0183%20L116>)

**Building Layout**



(ParcelSketch.ashx?pid=103813&bid=22624)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
SLB	Slab	1,196	0
		2,392	1,196

Building Attributes	
Field	Description
Style:	Ranch
Model	Residential
Grade:	03
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Extra Features**

Extra Features				
Code	Description	Size	Value	Bldg #

SPAN	SOLAR PANELS	16.00 UNITS	\$0	1
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**Land**

**Land Use**

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 7197  
**Depth**  
**Assessed Value** \$140,560  
**Appraised Value** \$200,800

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$48,200	\$200,800	\$249,000
2021	\$48,200	\$200,800	\$249,000
2020	\$48,200	\$200,800	\$249,000

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$33,740	\$140,560	\$174,300
2021	\$33,740	\$140,560	\$174,300
2020	\$33,740	\$140,560	\$174,300

# 320 QUINCY STREET

**Location** 320 QUINCY STREET

**Mblu** 183/ 116/G //

**Acct#** 22317

**Owner** SAEED MOHAMMED &

**Assessment** \$152,250

**Appraisal** \$217,500

**PID** 103794

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$61,400	\$156,100	\$217,500
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$42,980	\$109,270	\$152,250

## Owner of Record

**Owner** SAEED MOHAMMED &  
**Co-Owner** RAMADAN BUHAR (SV)  
**Care Of**  
**Address** 320 QUINCY STREET  
 FAIRFIELD, CT 06824-6633

**Sale Price** \$240,000  
**Certificate**  
**Book & Page** 3613/0073  
**Sale Date** 09/09/2005  
**Instrument** 15  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
SAEED MOHAMMED &	\$240,000		3613/0073	15	09/09/2005
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 1957  
**Living Area:** 1,196  
**Replacement Cost:** \$85,345  
**Building Percent Good:** 72

Replacement Cost

Less Depreciation: \$61,400

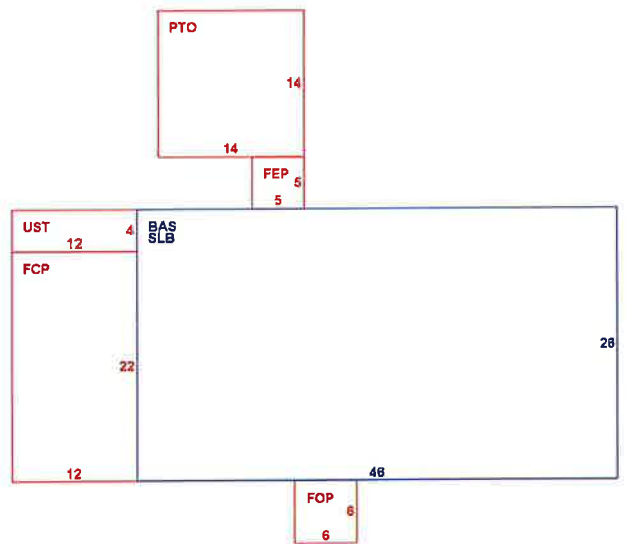
Building Attributes	
Field	Description
Style:	Ranch
Model	Residential
Grade:	
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG\\_7635\\_819](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG_7635_819))

Building Layout



(ParcelSketch.aspx?pid=103794&bid=22609)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
FCP	Carport	264	0
FEP	Porch, Enclosed, Finished	25	0
FOP	Porch, Open, Finished	36	0
PTO	Patio	196	0
SLB	Slab	1,196	0
UST	Utility Storage, Unfinished	48	0
		2,961	1,196

Extra Features

Extra Features

No Data for Extra Features

## Land

### Land Use

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr Category** No

### Land Line Valuation

**Size (Sqr Feet)** 7905  
**Depth**  
**Assessed Value** \$109,270  
**Appraised Value** \$156,100

## Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

## Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$61,400	\$156,100	\$217,500
2021	\$61,400	\$156,100	\$217,500
2020	\$61,400	\$156,100	\$217,500

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$42,980	\$109,270	\$152,250
2021	\$42,980	\$109,270	\$152,250
2020	\$42,980	\$109,270	\$152,250

# 321 QUINCY STREET

**Location** 321 QUINCY STREET

**Mblu** 183/ 116/H / /

**Acct#** 22318

**Owner** FERREIRA CARLOS E &

**Assessment** \$163,730

**Appraisal** \$233,900

**PID** 103818

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$51,200	\$182,700	\$233,900
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$35,840	\$127,890	\$163,730

## Owner of Record

**Owner** FERREIRA CARLOS E &

**Sale Price** \$250,000

**Co-Owner** MADEIRA ELAINE (SV)

**Certificate**

**Care Of**

**Book & Page** 3871/0191

**Address** 321 QUINCY STREET

**Sale Date** 12/04/2006

FAIRFIELD, CT 06824-6632

**Instrument** 15

**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
FERREIRA CARLOS E &	\$250,000		3871/0191	15	12/04/2006
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 1957

**Living Area:** 1,196

**Replacement Cost:** \$82,615

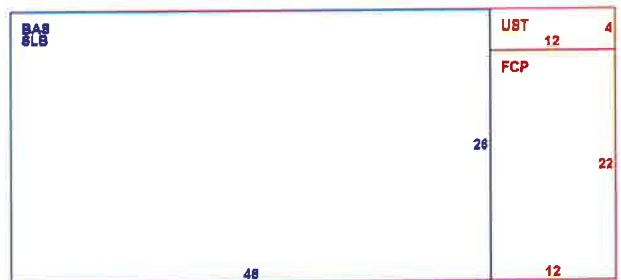
**Building Percent Good:** 62

**Replacement Cost****Less Depreciation:** \$51,200**Building Attributes**

Field	Description
Style:	Ranch
Model	Residential
Grade:	
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**

([https://images.vgsi.com/photos2/FairfieldCTPhotos//0081\IMG\\_7637\\_819](https://images.vgsi.com/photos2/FairfieldCTPhotos//0081\IMG_7637_819))

**Building Layout**

(ParcelSketch.ashx?pid=103818&bid=22629)

**Building Sub-Areas (sq ft)**

Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
FCP	Carport	264	0
SLB	Slab	1,196	0
UST	Utility Storage, Unfinished	48	0
		2,704	1,196

**Extra Features****Extra Features**

No Data for Extra Features

**Land**



**Land Use**

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 7999  
**Depth**  
**Assessed Value** \$127,890  
**Appraised Value** \$182,700

**Outbuildings**

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$51,200	\$182,700	\$233,900
2021	\$51,200	\$182,700	\$233,900
2020	\$51,200	\$182,700	\$233,900

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$35,840	\$127,890	\$163,730
2021	\$35,840	\$127,890	\$163,730
2020	\$35,840	\$127,890	\$163,730

# 336 QUINCY STREET

**Location** 336 QUINCY STREET

**Mblu** 183/ 116/F / /

**Acct#** 22316

**Owner** RANI BUYILE S

**Assessment** \$163,800

**Appraisal** \$234,000

**PID** 103793

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$51,200	\$182,800	\$234,000

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$35,840	\$127,960	\$163,800

## Owner of Record

**Owner** RANI BUYILE S  
**Co-Owner**  
**Care Of**  
**Address** 336 QUINCY STREET  
 FAIRFIELD, CT 06824-6633

**Sale Price** \$240,000  
**Certificate**  
**Book & Page** 3641/0257  
**Sale Date** 10/18/2005  
**Instrument** 15  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
RANI BUYILE S	\$240,000		3641/0257	15	10/18/2005
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 1957  
**Living Area:** 1,196  
**Replacement Cost:** \$82,615  
**Building Percent Good:** 62

Replacement Cost  
Less Depreciation:

\$51,200

**Building Attributes**

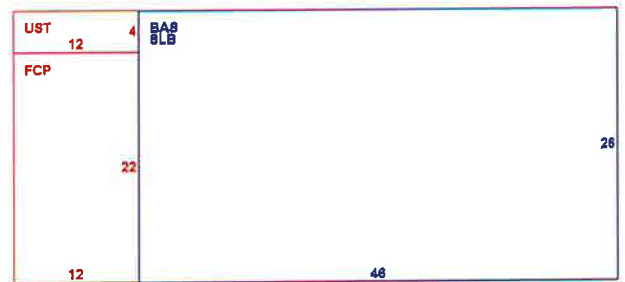
Field	Description
Style:	Ranch
Model	Residential
Grade:	
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	Wood Laminate
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos//0081\IMG\\_7638\\_819](https://images.vgsi.com/photos2/FairfieldCTPhotos//0081\IMG_7638_819))

**Building Layout**



(ParcelSketch.ashx?pid=103793&bid=22608)

**Building Sub-Areas (sq ft)**

Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
FCP	Carport	264	0
SLB	Slab	1,196	0
UST	Utility Storage, Unfinished	48	0
		2,704	1,196

**Extra Features**

Extra Features
No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 8072  
**Depth**  
**Assessed Value** \$127,960  
**Appraised Value** \$182,800

**Outbuildings**

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$51,200	\$182,800	\$234,000
2021	\$51,200	\$182,800	\$234,000
2020	\$51,200	\$182,800	\$234,000

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$35,840	\$127,960	\$163,800
2021	\$35,840	\$127,960	\$163,800
2020	\$35,840	\$127,960	\$163,800

# 350 QUINCY STREET

**Location** 350 QUINCY STREET

**Mblu** 183/ 116/E / /

**Acct#** 22315

**Owner** TOWN OF FAIRFIELD

**Assessment** \$174,790

**Appraisal** \$249,700

**PID** 103792

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$64,000	\$185,700	\$249,700
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$44,800	\$129,990	\$174,790

## Owner of Record

**Owner** TOWN OF FAIRFIELD  
**Co-Owner** C/O ECONOMIC DEVELOPMENT  
**Care Of**  
**Address** 611 OLD POST ROAD  
 FAIRFIELD, CT 06824-6646

**Sale Price** \$295,000  
**Certificate**  
**Book & Page** 6013/255  
**Sale Date** 11/04/2020  
**Instrument** 1E  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
TOWN OF FAIRFIELD	\$295,000		6013/255	1E	11/04/2020
HEADLY LISA	\$269,625		4894/0173	15	11/16/2012
KYLE JAMES BRIAN & JAMIE B (SV)	\$245,000		3578/0213	15	07/29/2005
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 1957  
**Living Area:** 1,196

Replacement Cost: \$103,269

Building Percent Good: 62

Replacement Cost

Less Depreciation: \$64,000

**Building Attributes**

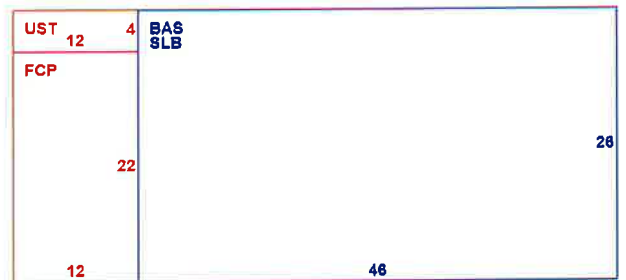
Field	Description
Style:	Ranch
Model	Residential
Grade:	04
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG\\_7640\\_819](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG_7640_819))

**Building Layout**



(ParcelSketch.ashx?pid=103792&bid=22607)

**Building Sub-Areas (sq ft)**

Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
FCP	Carport	264	0
SLB	Slab	1,196	0
UST	Utility Storage, Unfinished	48	0
		2,704	1,196

**Extra Features**

**Extra Features**

No Data for Extra Features

**Land**

**Land Use**

**Use Code** 903B  
**Description** Town of Fairfield R  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Sqr Feet)** 9249  
**Depth**  
**Assessed Value** \$129,990  
**Appraised Value** \$185,700

**Outbuildings**

Outbuildings	<a href="#">Legend</a>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$64,000	\$185,700	\$249,700
2021	\$64,000	\$185,700	\$249,700
2020	\$64,000	\$185,700	\$249,700

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$44,800	\$129,990	\$174,790
2021	\$44,800	\$129,990	\$174,790
2020	\$44,800	\$129,990	\$174,790

# 362 QUINCY STREET

**Location** 362 QUINCY STREET

**Mblu** 183/ 116/D //

**Acct#** 22314

**Owner** FAIRFIELD TOWN OF

**Assessment** \$169,610

**Appraisal** \$242,300

**PID** 103791

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$51,200	\$191,100	\$242,300
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$35,840	\$133,770	\$169,610

## Owner of Record

**Owner** FAIRFIELD TOWN OF

**Sale Price** \$300,000

**Co-Owner** C/O FIRST SELECTMAN'S OFFICE

**Certificate**

**Care Of**

**Book & Page** 6154/83

**Address** 725 OLD POST RD

**Sale Date** 06/04/2021

FAIRFIELD, CT 06824

**Instrument** 15

**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
FAIRFIELD TOWN OF	\$300,000		6154/83	15	06/04/2021
PETERSON TODD &	\$255,000		3840/0125	15	10/04/2006
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 1957

**Living Area:** 1,196

**Replacement Cost:** \$82,615



Building Percent Good: 62

Replacement Cost

Less Depreciation: \$51,200

**Building Attributes**

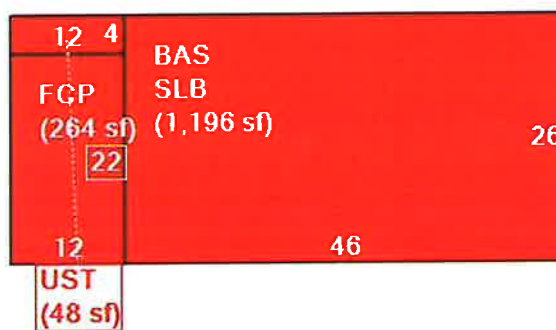
Field	Description
Style:	Ranch
Model	Residential
Grade:	
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



(https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG\_7641\_819

**Building Layout**



(ParcelSketch.ashx?pid=103791&bid=22606)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
FCP	Carport	264	0
SLB	Slab	1,196	0
UST	Utility Storage, Unfinished	48	0
		2,704	1,196

**Extra Features**

Extra Features
No Data for Extra Features

**Land**

**Land Use**

**Parcel Code** 903R  
**Description** Town of Fairfield R  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 10564  
**Depth**  
**Assessed Value** \$133,770  
**Appraised Value** \$191,100

**Outbuildings**

Outbuildings		Legend
No Data for Outbuildings		

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$51,200	\$191,100	\$242,300
2021	\$51,200	\$191,100	\$242,300
2020	\$51,200	\$191,100	\$242,300

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$35,840	\$133,770	\$169,610
2021	\$35,840	\$133,770	\$169,610
2020	\$35,840	\$133,770	\$169,610

# 376 QUINCY STREET

**Location** 376 QUINCY STREET

**Mblu** 183/ 116/C //

**Acct#** 22313

**Owner** BOSTATI MANAL DOKMAK &

**Assessment** \$170,940

**Appraisal** \$244,200

**PID** 103790

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$51,200	\$193,000	\$244,200
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$35,840	\$135,100	\$170,940

## Owner of Record

**Owner** BOSTATI MANAL DOKMAK &  
**Co-Owner** MALAS MUHANAD (SV)  
**Care Of**  
**Address** 376 QUINCY STREET  
 FAIRFIELD, CT 06824-6635

**Sale Price** \$255,000  
**Certificate**  
**Book & Page** 3854/0259  
**Sale Date** 11/02/2006  
**Instrument** 15  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
BOSTATI MANAL DOKMAK &	\$255,000		3854/0259	15	11/02/2006
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 1957  
**Living Area:** 1,196  
**Replacement Cost:** \$82,615  
**Building Percent Good:** 62

Replacement Cost  
Less Depreciation: \$51,200

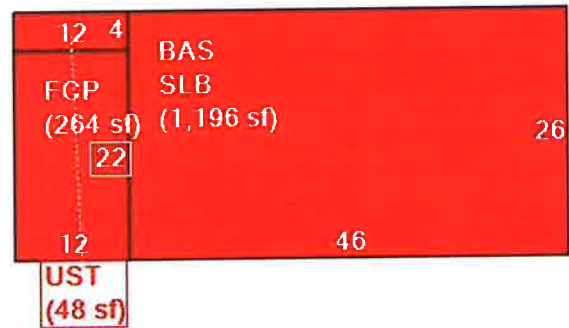
Building Attributes	
Field	Description
Style:	Ranch
Model	Residential
Grade:	
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Wood Laminate
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG\\_7642\\_819](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG_7642_819))

**Building Layout**



(ParcelSketch.ashx?pid=103790&bid=22605)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
FCP	Carport	264	0
SLB	Slab	1,196	0
UST	Utility Storage, Unfinished	48	0
		2,704	1,196

**Extra Features**

**Extra Features**

No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 10867  
**Depth**  
**Assessed Value** \$135,100  
**Appraised Value** \$193,000

**Outbuildings**

Outbuildings	<a href="#">Legend</a>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$51,200	\$193,000	\$244,200
2021	\$51,200	\$193,000	\$244,200
2020	\$51,200	\$193,000	\$244,200

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$35,840	\$135,100	\$170,940
2021	\$35,840	\$135,100	\$170,940
2020	\$35,840	\$135,100	\$170,940

# 377 QUINCY STREET

**Location** 377 QUINCY STREET

**Mblu** 183/ 116/V //

**Acct#** 22332

**Owner** LAUZON JENNIFER M & RODITIS

**Assessment** \$160,860

**Appraisal** \$229,800

**PID** 103799

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$51,200	\$178,600	\$229,800
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$35,840	\$125,020	\$160,860

## Owner of Record

**Owner** LAUZON JENNIFER M & RODITIS  
**Co-Owner** KAYLAA (SV)  
**Care Of**  
**Address** 377 QUINCY STREET  
 FAIRFIELD, CT 06824-6634

**Sale Price** \$215,000  
**Certificate**  
**Book & Page** 5445/0257  
**Sale Date** 08/17/2016  
**Instrument** 25  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
LAUZON JENNIFER M & RODITIS	\$215,000		5445/0257	25	08/17/2016
LEONARD MADELEINE	\$192,500		4452/0322	04	06/01/2010
CITIMORTGAGE, INC	\$0		4140/0097	14	05/05/2008
CURRAN AMY	\$240,000		3585/0130	15	08/04/2005
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

## Building 1 : Section 1

**Year Built:** 1957  
**Living Area:** 1,196  
**Replacement Cost:** \$82,615  
**Building Percent Good:** 62  
**Replacement Cost Less Depreciation:** \$51,200

Building Attributes	
Field	Description
Style:	Ranch
Model	Residential
Grade:	03
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

## Building Photo



(<https://images.vgsi.com/photos2/FairfieldCTPhotos/A0092/M183%20L116>)

## Building Layout

 Building Layout (ParcelSketch.ashx?pid=103799&bid=22614)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
FCP	Carport	264	0
SLB	Slab	1,196	0
UST	Utility Storage, Unfinished	48	0
		2,704	1,196

**Extra Features**

Extra Features				
Code	Description	Size	Value	Bldg #
7AN	SOLAR PANELS	18.00 UNITS	\$0	1

**Land**

**Land Use**

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 6358  
**Depth**  
**Assessed Value** \$125,020  
**Appraised Value** \$178,600

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$51,200	\$178,600	\$229,800
2021	\$51,200	\$178,600	\$229,800
2020	\$51,200	\$178,600	\$229,800

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$35,840	\$125,020	\$160,860
2021	\$35,840	\$125,020	\$160,860
2020	\$35,840	\$125,020	\$160,860



# 385 QUINCY STREET

**Location** 385 QUINCY STREET

**Mblu** 183/ 116/W / /

**Acct#** 22333

**Owner** FAIRFIELD TOWN OF

**Assessment** \$166,040

**Appraisal** \$237,200

**PID** 103798

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$51,200	\$186,000	\$237,200

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$35,840	\$130,200	\$166,040

## Owner of Record

**Owner** FAIRFIELD TOWN OF

**Sale Price** \$301,000

**Co-Owner** C/O FIRST SELECTMAN'S OFFICE

**Certificate**

**Care Of**

**Book & Page** 6159/301

**Address** 725 OLD POST RD

**Sale Date** 06/16/2021

FAIRFIELD, CT 06824

**Instrument** 15

**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
FAIRFIELD TOWN OF	\$301,000		6159/301	15	06/16/2021
HUBBARD REBECCA M & BRETT H	\$245,000		3622/0036	15	09/21/2005
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 1957

**Living Area:** 1,196

**Replacement Cost:** \$82,615

**Building Percent Good:** 62  
**Replacement Cost**  
**Less Depreciation:** \$51,200

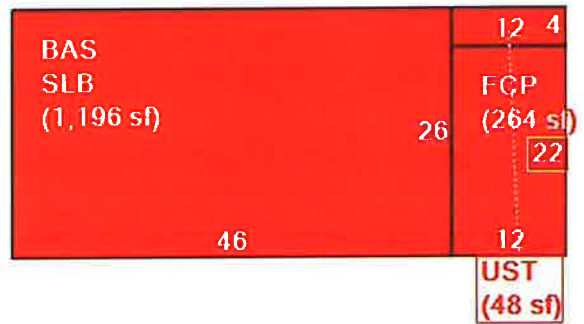
**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG\\_7645\\_819](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG_7645_819))

Building Attributes	
Field	Description
Style:	Ranch
Model	Residential
Grade:	03
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Layout**



(ParcelSketch.ashx?pid=103798&bid=22613)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
FCP	Carport	264	0
SLB	Slab	1,196	0
UST	Utility Storage, Unfinished	48	0
		2,704	1,196

**Extra Features**

Extra Features
No Data for Extra Features

**Land**

**Land Use**

**Use Code** 903R  
**Description** Town of Fairfield R  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 9355  
**Depth**  
**Assessed Value** \$130,200  
**Appraised Value** \$186,000

**Outbuildings**

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$51,200	\$186,000	\$237,200
2021	\$51,200	\$186,000	\$237,200
2020	\$51,200	\$186,000	\$237,200

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$35,840	\$130,200	\$166,040
2021	\$35,840	\$130,200	\$166,040
2020	\$35,840	\$130,200	\$166,040

# 394 QUINCY STREET

**Location** 394 QUINCY STREET

**Mblu** 183/ 116/B / /

**Acct#** 22312

**Owner** GOESSINGER DIANE W

**Assessment** \$162,260

**Appraisal** \$231,800

**PID** 103789

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$49,200	\$182,600	\$231,800
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$34,440	\$127,820	\$162,260

## Owner of Record

**Owner** GOESSINGER DIANE W  
**Co-Owner**  
**Care Of**  
**Address** 394 QUINCY STREET  
 FAIRFIELD, CT 06824

**Sale Price** \$230,000  
**Certificate**  
**Book & Page** 6160/66  
**Sale Date** 06/17/2021  
**Instrument** 00  
**Qualified** Q

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
GOESSINGER DIANE W	\$230,000		6160/66	00	06/17/2021
HEPNER RACHEL	\$0		6160/65		06/17/2021
BRUNETTI RACHEL	\$230,000		3565/0130	15	07/15/2005
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	00	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 1957  
**Living Area:** 1,196

Replacement Cost: \$77,740

Building Percent Good: 62

Replacement Cost

Less Depreciation: \$48,200

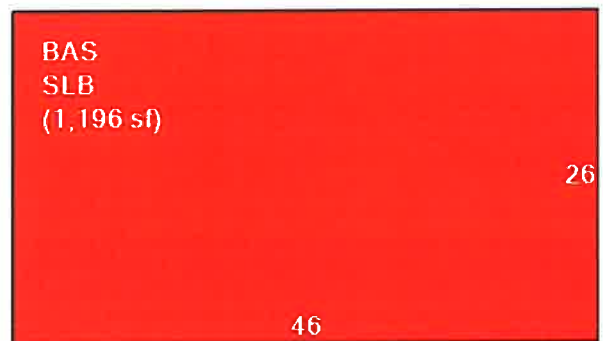
Building Attributes	
Field	Description
Style:	Ranch
Model	Residential
Grade:	
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Wood Laminate
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

### Building Photo



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG\\_7646\\_819](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG_7646_819))

### Building Layout



(ParcelSketch.ashx?pid=103789&bid=22604)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
SLB	Slab	1,196	0
		2,392	1,196

### Extra Features

Extra Features
No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 7966  
**Depth**  
**Assessed Value** \$127,820  
**Appraised Value** \$182,600

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SHD1	SHED FRAME			80.00 S.F.	\$1,000	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$49,200	\$182,600	\$231,800
2021	\$49,200	\$182,600	\$231,800
2020	\$49,200	\$182,600	\$231,800

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$34,440	\$127,820	\$162,260
2021	\$34,440	\$127,820	\$162,260
2020	\$34,440	\$127,820	\$162,260

# 397 QUINCY STREET

**Location** 397 QUINCY STREET

**Mblu** 183/ 116/X //

**Acct#** 22334

**Owner** HEAD CORDELIA T

**Assessment** \$160,510

**Appraisal** \$229,300

**PID** 103797

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$48,200	\$181,100	\$229,300
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$33,740	\$126,770	\$160,510

## Owner of Record

**Owner** HEAD CORDELIA T  
**Co-Owner**  
**Care Of**  
**Address** 397 QUINCY STREET  
 FAIRFIELD, CT 06824-6634

**Sale Price** \$260,000  
**Certificate**  
**Book & Page** 4912/0058  
**Sale Date** 12/17/2012  
**Instrument** 15  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
HEAD CORDELIA T	\$260,000		4912/0058	15	12/17/2012
HOLMS BRIGID	\$230,000		3605/0042	15	08/29/2005
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 1957  
**Living Area:** 1,196  
**Replacement Cost:** \$77,740

**Building Percent Good:** 62  
**Replacement Cost**  
**Less Depreciation:** \$48,200

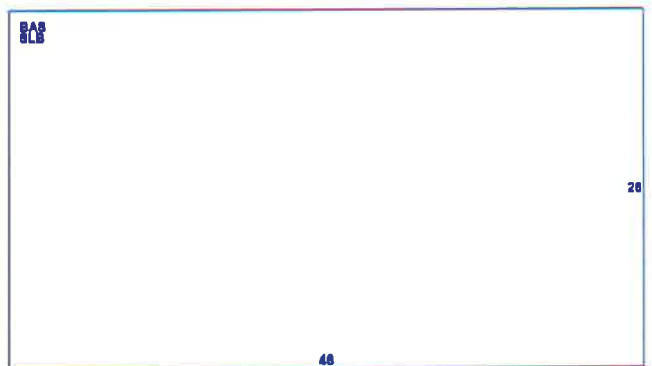
**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG\\_7647\\_819](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG_7647_819))

Building Attributes	
Field	Description
Style:	Ranch
Model	Residential
Grade:	
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Wood Laminate
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Layout**



(ParcelSketch.ashx?pid=103797&bid=22612)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
SLB	Slab	1,196	0
		2,392	1,196

**Extra Features**

Extra Features				
Code	Description	Size	Value	Bldg #
SPAN	SOLAR PANELS	18.00 UNITS	\$0	1



## Land

### Land Use

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr Category** No

### Land Line Valuation

**Size (Sqr Feet)** 7354  
**Depth**  
**Assessed Value** \$126,770  
**Appraised Value** \$181,100

## Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

## Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$48,200	\$181,100	\$229,300
2021	\$48,200	\$181,100	\$229,300
2020	\$48,200	\$181,100	\$229,300

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$33,740	\$126,770	\$160,510
2021	\$33,740	\$126,770	\$160,510
2020	\$33,740	\$126,770	\$160,510

# 409 QUINCY STREET

**Location** 409 QUINCY STREET

**Mblu** 183/ 116/Y //

**Acct#** 22335

**Owner** FAIRFIELD TOWN OF

**Assessment** \$165,480

**Appraisal** \$236,400

**PID** 103796

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$51,200	\$185,200	\$236,400

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$35,840	\$129,640	\$165,480

## Owner of Record

**Owner** FAIRFIELD TOWN OF

**Sale Price** \$300,000

**Co-Owner** C/O FIRST SELECTMANS OFFICE

**Certificate**

**Care Of**

**Book & Page** 6221/185

**Address** 725 OLD POST RD

**Sale Date** 10/04/2021

FAIRFIELD, CT 06824

**Instrument** 15

**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
FAIRFIELD TOWN OF	\$300,000		6221/185	15	10/04/2021
WHEELER KAREN L	\$245,000		3609/0091	15	09/02/2005
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	15	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 1957

**Living Area:** 1,196

**Replacement Cost:** \$82,615

Building Percent Good: 62

Replacement Cost

Less Depreciation: \$51,200

**Building Attributes**

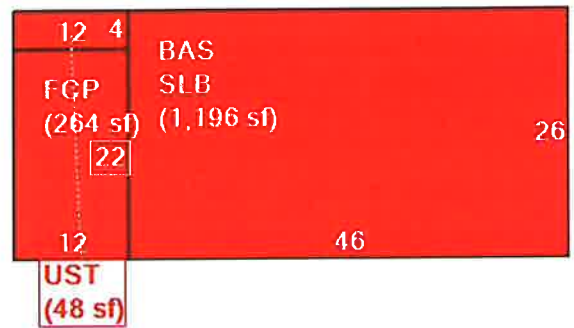
Field	Description
Style:	Ranch
Model	Residential
Grade:	03
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/\0081\IMG\\_7648\\_819](https://images.vgsi.com/photos2/FairfieldCTPhotos/\0081\IMG_7648_819))

**Building Layout**



(ParcelSketch.ashx?pid=103796&bid=22611)

**Building Sub-Areas (sq ft)**

Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
FCP	Carport	264	0
SLB	Slab	1,196	0
UST	Utility Storage, Unfinished	48	0
		2,704	1,196

**Extra Features**

**Extra Features**

No Data for Extra Features

**Land**

**Land Use**

**Use Code** 903B  
**Description** Town of Fairfield R  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 9033  
**Depth**  
**Assessed Value** \$129,640  
**Appraised Value** \$185,200

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SPL9	AGP RECTANGLE			450.00 S.F.	\$0	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$51,200	\$185,200	\$236,400
2021	\$51,200	\$185,200	\$236,400
2020	\$51,200	\$185,200	\$236,400

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$35,840	\$129,640	\$165,480
2021	\$35,840	\$129,640	\$165,480
2020	\$35,840	\$129,640	\$165,480

# 412 QUINCY STREET

**Location** 412 QUINCY STREET

**Mblu** 183/ 116/A / /

**Acct#** 22311

**Owner** MICHALSKI MARIAN &

**Assessment** \$166,530

**Appraisal** \$237,900

**PID** 103788

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$51,200	\$186,700	\$237,900
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$35,840	\$130,690	\$166,530

## Owner of Record

**Owner** MICHALSKI MARIAN &  
**Co-Owner** BEATA (SV)  
**Care Of**  
**Address** 412 QUINCY STREET  
 FAIRFIELD, CT 06824-6635

**Sale Price** \$255,000  
**Certificate**  
**Book & Page** 3873/0338  
**Sale Date** 12/08/2006  
**Instrument** 15  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
MICHALSKI MARIAN &	\$255,000		3873/0338	15	12/08/2006
FAIRFIELD TOWN OF	\$6,700,000		3426/0336	1E	12/21/2004

## Building Information

### Building 1 : Section 1

**Year Built:** 1957  
**Living Area:** 1,196  
**Replacement Cost:** \$82,615  
**Building Percent Good:** 62

**Replacement Cost**

**Less Depreciation:** \$51,200

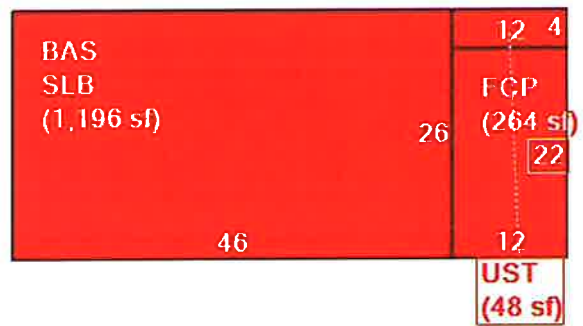
Building Attributes	
Field	Description
Style:	Ranch
Model	Residential
Grade:	03
Stories:	1 Story
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Carpet
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	01
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081/IMG\\_7650\\_819](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081/IMG_7650_819))

**Building Layout**



(ParcelSketch.ashx?pid=103788&bid=22603)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	1,196	1,196
FCP	Carport	264	0
SLB	Slab	1,196	0
UST	Utility Storage, Unfinished	48	0
		2,704	1,196

**Extra Features**

Extra Features
No Data for Extra Features

**Land**

**Land Use**

**Use Code** 1010  
**Description** Single Fam Residential  
**Zone** B  
**Neighborhood** 0065  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 9651  
**Depth**  
**Assessed Value** \$130,690  
**Appraised Value** \$186,700

**Outbuildings**

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$51,200	\$186,700	\$237,900
2021	\$51,200	\$186,700	\$237,900
2020	\$51,200	\$186,700	\$237,900

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$35,840	\$130,690	\$166,530
2021	\$35,840	\$130,690	\$166,530
2020	\$35,840	\$130,690	\$166,530

008356

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration, made on July 8, 2005 by the Town of Fairfield, hereinafter referred to as Declarant.

**WITNESSETH:**

WHEREAS, The Declarant is the Owner of certain property in the Town of Fairfield, consisting of 20 lots more fully described on Exhibit A attached hereto (the "Properties"; each individual lot, the "Property"); and

WHEREAS, the acquisition of the Properties was approved by the Board of Selectman, the Board of Finance and the Representative Town Meeting on the condition that the Properties would be used to provide affordable Owner-occupied housing for low and moderate income households (as hereinafter defined);

NOW, THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed to the Owners thereof (collectively, the "Owners") subject to the following easements, restrictions, covenants and conditions which are to further the purpose of maintaining the Properties as affordable Owner-occupied housing for low and moderate income households and which shall run with the real property and be binding on all parties having any right, title or interest to the Properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner ( the "Owner" regardless of the number of persons who are titleholders) thereof.

**1. USE AND OCCUPANCY**

**1.1 RESIDENTIAL USE ONLY**

The Property shall be used for residential purposes only and shall not be used for any commercial purpose, regardless of the fact that such purpose may be permitted under the Fairfield Zoning regulations.

**1.2 OCCUPANCY**

The Owner must occupy the Property as the Owner's principal residence. The Owner may not lease the Property or any portion of the Property to any other person, nor take in boarders or paying guests. Violation of this covenant shall give Declarant a right to repurchase the Property from Owner at Owner's Original Purchase Price, as defined below, without any adjustment, provided that the price will not be lower than the amount due to Owner's first mortgagee at the time of repurchase.



### 1.3 PERMITTED CAPITAL IMPROVEMENTS

The Owner shall make no improvements which are not Permitted Capital Improvements to the Property. For purposes of this Declaration, Permitted Capital Improvements means permanent, fixed and non-cosmetic improvements to the Property which have been made with the prior written approval of the Declarant and which are undertaken with all necessary permits and approvals having been obtained prior to construction. The amount attributable to such improvements must be demonstrated by the Owner through documentation verifiable by the Declarant. The cost of Permitted Capital Improvements may not exceed 10% of the Original Purchase price of the Property during the first five years of Ownership. For each five year period of Ownership thereafter the Owner is entitled to a new allowance for Permitted Capital Improvements equal to 10% of the Original Purchase Price. Permitted Capital Improvement allowances expire to the extent not used during a five year period at the end of that period. Landscaping and other ordinary maintenance and repair may be undertaken by the Owner and shall not constitute Permitted Capital Improvements.

### 2. RESTRICTIONS ON RESALE

**2.1 TRANSFER TO LOW OR MODERATE INCOME HOUSEHOLDS:** Upon compliance with the provisions of 2.3 and 2.5, Owner may only sell, transfer, or otherwise dispose of the Property to a person or persons who are members of a low or moderate income household, as defined herein. Owner shall not, in any event, make such sale, transfer or other disposition directly to any other person or entity without following the procedure set forth below, except in the case of a sale, transfer or other disposition to a Permitted Mortgagee in lieu of foreclosure.

**2.2 DEFINITION OF LOW AND MODERATE INCOME HOUSEHOLDS:** low and moderate income households shall mean households consisting of two or more persons whose combined adjusted gross income is no more than 80% of the Area Median Income ("AMI") as published by the United States Department of Housing and Urban Development ("HUD") or such other criteria for low and moderate income households as may be established by Declarant from time to time. The final determination of whether a particular household is a low or moderate income household will be made by the Declarant.

**2.3 NOTICE TO DECLARANT:** Except in the case of a sale, transfer or other disposition to a Permitted Mortgagee in lieu of foreclosure, in the event the Owner contemplates sale, transfer or disposition of the Property to a third party, then:

- (a) Owner shall give Declarant notice that such Property will be offered for sale to a low or moderate income household as defined in this document, which notice shall contain a detailed listing of the terms and conditions of such intended sale. Within thirty (30) days of Declarant's receipt of such notice, Declarant shall:

- (i) determine the Maximum Resale Price as defined below; and
- (ii) notify the Owner whether Declarant intends to exercise its right of first refusal; and
- (iii) if Declarant waives its right of first refusal, notify the Owner that such party is free to sell the Property on the open market (a) to any party who qualifies as a low or moderate income household as defined in this document, (b) at a price not to exceed the then applicable Maximum Resale Price; subject to all the terms and conditions of this document. If Declarant maintains a list of interested qualified low and moderate income households, Declarant may inform the persons on such list that a Property is for sale.

**2.4 DECLARANT'S RIGHT OF FIRST REFUSAL:** Upon notice in accordance with Section 2.3, Declarant shall have a right of first refusal to purchase Owner's Property at a price not to exceed the Maximum Resale Price.

**2.5 WAIVER OF RIGHT OF FIRST REFUSAL:** Declarant shall notify Owner of its waiver of its right of first refusal or its intention to purchase within thirty (30) days after receiving notice in accordance with Section 2.3, unless Declarant is unable to get a necessary approval from a Town body in which case the time for response will be extended until the body takes action, or its right will expire. If Declarant does not exercise its right of first refusal within 30 days or such additional time as it requires to obtain an approval, it must provide Owner with a certificate in recordable form stating that it has waived its right of first refusal. Such certificate shall be recorded at the same time as the deed to the subsequent Owner.

#### **2.6 DETERMINATION OF MAXIMUM RESALE PRICE**

Whenever Owner desires to sell the Property, Owner shall notify Declarant in accordance with Section 2.3, of this document. Upon receiving such notice, Declarant shall establish the Maximum Resale Price for the Property. The initial Maximum Resale Price shall be equal to the Owner's original purchase price ("Original Purchase Price") for the Property.

- (a) When the Property is sold, the Original Purchase Price shall be adjusted in the following manner:
  - (i) By calculating the increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the New York, Northern New Jersey, Long Island metropolitan area for housing related items from the month and year of Owner's date of purchase of the Property to the month and year in which Owner gives notice of intent to sell, and by adding to that
  - (ii) The cost of Permitted Capital Improvements.

- (b) Notwithstanding anything contained in this document, the Maximum Resale Price may never be reduced to an amount which is lower than (i) the Original Purchase Price or (ii) the amount of the first mortgage on the Property at the time of adjustment, whichever shall be higher.

**2.7 TRANSFER TO OWNER'S HEIRS:** If an Owner dies and there is a surviving co-Owner previously approved by Declarant, the co-Owner may take sole title to the property with no need to obtain approval from Declarant but must notify Declarant within thirty (30) days after the transfer. Upon receipt of notice from the executor of the decedent Owner's estate within ninety (90) days of the death of the Owner (or the last surviving co-Owner of the Property) Declarant shall agree to the transfer of the Property to Owner's heirs or specific devisee if such person or persons are not minors, and are qualified as a low or moderate income household as determined by the Declarant in accordance with Section 2.2 hereof. In addition such person or persons shall each make a written statement under oath and in recordable form that such person or persons will be bound by this document and will occupy the property as the person's or persons' principal residence. The Declarant shall have no right of first refusal and no new Maximum Resale Price shall be established. In the event that there is no qualified heir or specific devisee or that no qualified heir or specific devisee is willing or able to make the sworn statement just prescribed, the Maximum Resale Price shall be determined by Declarant and the Property shall be sold for the benefit of the Owner's estate under the same terms and conditions as other sales.

**2.8 TRANSFER TO A CO-OWNER BY GIFT OR SALE:** In the event that one co-Owner wishes to transfer the Property to another previously approved co-Owner by gift, the co-Owner may take sole title to the property with no need to obtain approval from Declarant but must notify Declarant within thirty (30) days after the transfer. The Declarant shall have no right of first refusal and no new Maximum Resale Price shall be established. In the event that the co-Owner wishes to transfer the property to another previously approved co-Owner by sale, The selling co-Owner will give notice to Declarant as provided in Section 2.3 and Declarant will determine the Maximum Resale Price. The Declarant shall have no right of first refusal. The selling co-Owner shall give the Declarant notice of the actual sale price which will become the new Maximum Resale Price.

**2.9 WAIVER OF RESALE AND OCCUPANCY RESTRICTIONS IN THE CASE OF FORECLOSURE:** Notwithstanding any provision in this document to the contrary, Article 2 and Article 1, Section 1.2 shall terminate and have no further force and effect upon the occurrence of one of the following events until the Property is resold at which time all requirements of these Declarations shall again be applicable:

- (a) Title to Owner's Property and Equity of Redemption is acquired by a Holder of a Permitted Mortgage, HUD, or another party upon foreclosure of a mortgage insured by HUD, or by any other mortgage insurer.

(b) Title to Owner's Property and Equity of Redemption is acquired by a Holder of a Permitted Mortgage or HUD by deed or assignment in lieu of foreclosure of a HUD insured mortgage, or a mortgage insured by any other mortgage insurer.

(c) A mortgage insured by HUD or any other mortgage insurer is assigned to HUD.

WITNESS:

TOWN OF FAIRFIELD, DECLARANT

*Suzanne Godleski*  
Suzanne Godleski

*Kenneth A. Flatto*  
By: Kenneth A. Flatto, First Selectman

*Jennifer S. Carpenter*  
Jennifer S. Carpenter

STATE OF CONNECTICUT)

) ss: Town of Fairfield

COUNTY OF FAIRFIELD )

On this 8th day of July, 2005, before me, the undersigned officer, personally appeared KENNETH A. FLATTO, the First Selectman of the Town of Fairfield, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed and the free act and deed of said Town.

*Suzanne Godleski*  
Notary Public



SUZANNE GODLESKI  
NOTARY PUBLIC  
My Commission Expires Nov. 30, 2009

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**Schedule A**

All that certain piece or parcel of land together with the improvements thereon located in the Town and County of Fairfield and State of Connecticut being shown and depicted as Lots 2-14 and Lots 21-27 on a certain Map entitled "Subdivision Map Prepared for Town of Fairfield Reef Road Fairfield, Connecticut" prepared by the Huntington Company, LLC dated March 14, 2005 and filed on the land records of the Town of Fairfield as Map No. 7075.

RECEIVED FOR RECORD

JUL - 8 2005

AT 1:55 P. M.

ATTEST:

*Marguerite H. Tuttle*  
TOWN CLERK



# Pine Tree Apartments

## 3-17 Pine Tree Lane

- Calculation of Housing Unit Equivalent Points
- Vision Appraisal Property Description (9)
- Declaration of Restrictive Covenants

**Project Name:** Pine Tree Apartments  
**Address:** 15 Pine Tree Lane, #1-#17  
**Developer:** Fairfield Housing Corporation  
**Property Mgr:** Fairfield Housing Authority  
**Date CO Issued:** 1/30/2017 - 11/7/2017

**Set Aside:** YES  
**Owner/Rental:** RENTAL  
**Total # Units:** 50  
**# Affordable:** 50  
**# Market Rate:** 0

**Description of Development**

In 2016 the Fairfield Housing Authority acquired property from the Town of Fairfield and developed a fifty (50) unit apartment complex financed by CHFA. The complex includes commercial space for the Housing Authority administration and a community building for use by the residents. The development required the demolition of 38 units of senior housing requiring a 19 point deduction as per DOH.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes $\leq$ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI	5	1.50	7.5
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI	45	2.00	90
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.50	0
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>50</b>		<b>97.5</b>
LESS: Elderly Units, Rented, Restricted to Households with Annual Incomes $\leq$ 80% of AMI	38	0.50	19
<b>TOTAL NET ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>			<b>78.5</b>



# 15 PINE TREE LANE #1

**Location** 15 PINE TREE LANE #1

**Mblu** 76/ 5/ 1/ 1

**Acct#** 22805

**Owner** FAIRFIELD TOWN OF

**Assessment** \$354,900

**Appraisal** \$507,000

**PID** 108380

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$507,000	\$0	\$507,000

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$354,900	\$0	\$354,900

## Owner of Record

**Owner** FAIRFIELD TOWN OF  
**Co-Owner** HOUSING AUTHORITY  
**Care Of**  
**Address** 725 OLD POST ROAD  
 FAIRFIELD, CT 06824

**Sale Price** \$0  
**Certificate**  
**Book & Page** 0491/0042  
**Sale Date** 01/01/1800  
**Qualified** U

## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
FAIRFIELD TOWN OF	\$0		0491/0042	01/01/1800

## Building Information

### Building 1 : Section 1

**Year Built:** 2017  
**Living Area:** 3,774  
**Replacement Cost:** \$517,347  
**Building Percent Good:** 98  
**Replacement Cost**  
**Less Depreciation:** \$507,000

### Building Attributes

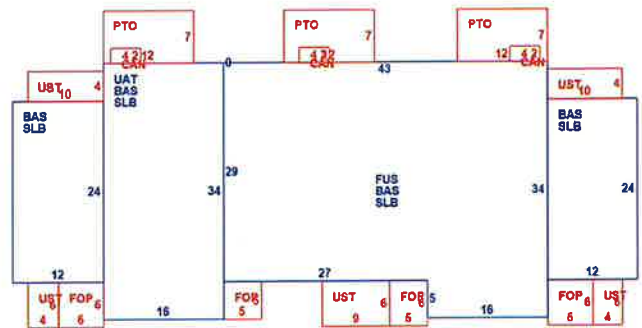
Field	Description
Style:	Apartment
Model	Comm/Ind
Grade	Good
Stories:	2
Occupancy	1.00
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Ceram Clay Til
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Central
Struct Class	
Bldg Use	Housing Authority C
Total Rooms	13
Total Bedrms	5
Total Baths	4
Liv Area	
Effect Area	
1st Floor Use:	9080
Heat/AC	None
Frame Type	Wood Frame
Baths/Plumbing	Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Average
Wall Height	8.00
% Comn Wall	0.00

### Building Photo



([https://images.vgsi.com/photos2/FairfieldCTPhotos/\0089\IMG\\_0191\\_899](https://images.vgsi.com/photos2/FairfieldCTPhotos/\0089\IMG_0191_899))

### Building Layout



(ParcelSketch.ashx?pid=108380&bid=107219)

### Building Sub-Areas (sq ft)

Code	Description	Gross Area	Living Area
BAS	First Floor	2,447	2,447
FUS	Upper Story, Finished	1,327	1,327
CAN	Canopy	24	0
FOP	Porch, Open, Finished	127	0
PTO	Patio	252	0
SLB	Slab	2,447	0
UAT	Attic, Unfinished	544	0
UST	Utility Storage, Unfinished	182	0
		7,350	3,774

### Extra Features

#### Extra Features

No Data for Extra Features

## Land

### Land Use

**Use Code** 9080  
**Description** Housing Authority C  
**Zone** R3  
**Neighborhood** C6  
**Alt Land Appr Category** No

### Land Line Valuation

**Size (Sqr Feet)** 0  
**Depth** 0  
**Assessed Value** \$0  
**Appraised Value** \$0

## Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

## Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$507,000	\$0	\$507,000
2021	\$507,000	\$0	\$507,000
2020	\$507,000	\$0	\$507,000

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$354,900	\$0	\$354,900
2021	\$354,900	\$0	\$354,900
2020	\$354,900	\$0	\$354,900

# 15 PINE TREE LANE #3

**Location** 15 PINE TREE LANE #3

**Mblu** 76/ 5/ 3/ 1

**Acct#** 22806

**Owner** FAIRFIELD TOWN OF

**Assessment** \$462,280

**Appraisal** \$660,400

**PID** 108379

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$660,400	\$0	\$660,400
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$462,280	\$0	\$462,280

## Owner of Record

**Owner** FAIRFIELD TOWN OF  
**Co-Owner** HOUSING AUTHORITY  
**Care Of**  
**Address** 725 OLD POST ROAD  
 FAIRFIELD, CT 06824

**Sale Price** \$0  
**Certificate**  
**Book & Page** 0491/0042  
**Sale Date** 01/01/1800  
**Qualified** U

## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
FAIRFIELD TOWN OF	\$0		0491/0042	01/01/1800

## Building Information

### Building 1 : Section 1

**Year Built:** 2016  
**Living Area:** 5,468  
**Replacement Cost:** \$680,873  
**Building Percent Good:** 97  
**Replacement Cost**  
**Less Depreciation:** \$660,400

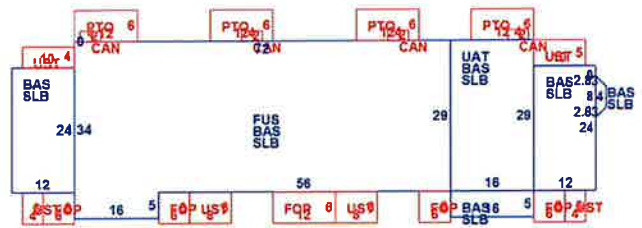
Building Attributes	
Field	Description
Style:	Apartment
Model	Comm/Ind
Grade	Good
Stories:	2
Occupancy	6.00
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Ceram Clay Til
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Central
Struct Class	
Bldg Use	Housing Authority C
Total Rooms	19
Total Bedrms	7
Total Baths	6
Liv Area	
Effect Area	
1st Floor Use:	9080
Heat/AC	None
Frame Type	Wood Frame
Baths/Plumbing	Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Average
Wall Height	8.00
% Corn Wall	0.00

### Building Photo



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG\\_7702\\_816](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG_7702_816))

### Building Layout



(ParcelSketch.aspx?pid=108379&bid=107218)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	3,300	3,300
FUS	Upper Story, Finished	2,168	2,168
CAN	Canopy	32	0
FOP	Porch, Open, Finished	216	0
PTO	Patio	288	0
SLB	Slab	3,300	0
UAT	Attic, Unfinished	464	0
UST	Utility Storage, Unfinished	234	0
		10,002	5,468

### Extra Features

Extra Features
No Data for Extra Features

**Land**

**Land Use**

**Use Code** 9080  
**Description** Housing Authority C  
**Zone** R3  
**Neighborhood** C6  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 0  
**Depth** 0  
**Assessed Value** \$0  
**Appraised Value** \$0

**Outbuildings**

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$660,400	\$0	\$660,400
2021	\$660,400	\$0	\$660,400
2020	\$660,400	\$0	\$660,400

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$462,280	\$0	\$462,280
2021	\$462,280	\$0	\$462,280
2020	\$462,280	\$0	\$462,280

# 15 PINE TREE LANE #5

**Location** 15 PINE TREE LANE #5

**Mblu** 76/ 5/ 5/ 1

**Acct#** 22807

**Owner** FAIRFIELD TOWN OF

**Assessment** \$466,410

**Appraisal** \$666,300

**PID** 108378

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$666,300	\$0	\$666,300
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$466,410	\$0	\$466,410

## Owner of Record

**Owner** FAIRFIELD TOWN OF  
**Co-Owner** HOUSING AUTHORITY  
**Care Of**  
**Address** 725 OLD POST ROAD  
 FAIRFIELD, CT 06824

**Sale Price** \$0  
**Certificate**  
**Book & Page** 0491/0042  
**Sale Date** 01/01/1800  
**Qualified** U

## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
FAIRFIELD TOWN OF	\$0		0491/0042	01/01/1800

## Building Information

### Building 1 : Section 1

**Year Built:** 2017  
**Living Area:** 5,456  
**Replacement Cost:** \$679,878  
**Building Percent Good:** 98  
**Replacement Cost**  
**Less Depreciation:** \$666,300

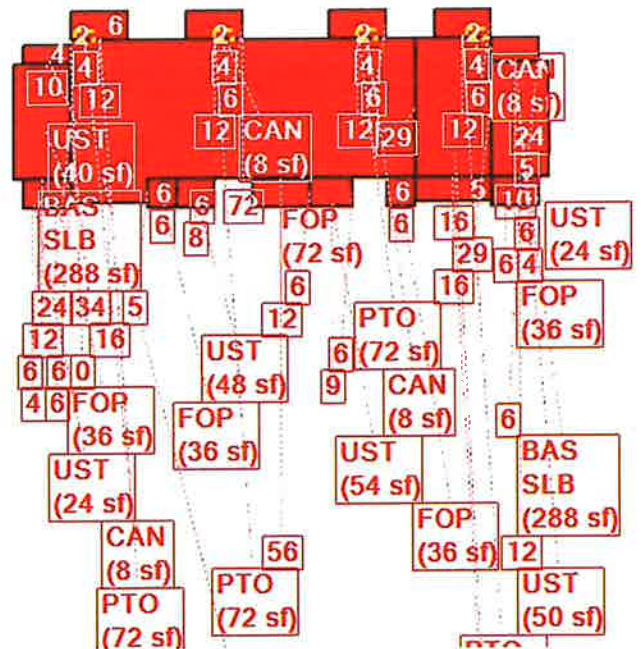
Building Attributes	
Field	Description
Style:	Apartment
Model	Comm/Ind
Grade	Good
Stories:	2
Occupancy	6.00
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Ceram Clay Til
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Central
Struct Class	
Bldg Use	Housing Authority C
Total Rooms	19
Total Bedrms	7
Total Baths	6
Liv Area	
Effect Area	
1st Floor Use:	9080
Heat/AC	None
Frame Type	Wood Frame
Baths/Plumbing	Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Average
Wall Height	8.00
% Comn Wall	0.00

### Building Photo



([https://images.vgsi.com/photos2/FairfieldCTPhotos/\0081\IMG\\_7701\\_816](https://images.vgsi.com/photos2/FairfieldCTPhotos/\0081\IMG_7701_816))

### Building Layout



(ParcelSketch.ashx?pid=108378&bid=107217)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	3,288	3,288
FUS	Upper Story, Finished	2,168	2,168
CAN	Canopy	32	0
FOP	Porch, Open, Finished	216	0
PTO	Patio	288	0
SLB	Slab	3,288	0
UAT	Attic, Unfinished	464	0
UST	Utility Storage, Unfinished	240	0
		9,984	5,456



**Extra Features**

Extra Features
No Data for Extra Features

**Land**

**Land Use**

**Use Code** 9080  
**Description** Housing Authority C  
**Zone** R3  
**Neighborhood** C6  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Sqr Feet)** 0  
**Depth** 0  
**Assessed Value** \$0  
**Appraised Value** \$0

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$666,300	\$0	\$666,300
2021	\$666,300	\$0	\$666,300
2020	\$666,300	\$0	\$666,300

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$466,410	\$0	\$466,410
2021	\$466,410	\$0	\$466,410
2020	\$466,410	\$0	\$466,410

# 15 PINE TREE LANE #7

**Location** 15 PINE TREE LANE #7

**Mblu** 76/ 5/ 7/ 1

**Acct#** 22808

**Owner** FAIRFIELD TOWN OF

**Assessment** \$597,590

**Appraisal** \$853,700

**PID** 108377

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$853,700	\$0	\$853,700
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$597,590	\$0	\$597,590

## Owner of Record

**Owner** FAIRFIELD TOWN OF  
**Co-Owner** HOUSING AUTHORITY  
**Care Of**  
**Address** 725 OLD POST ROAD  
 FAIRFIELD, CT 06824

**Sale Price** \$0  
**Certificate**  
**Book & Page** 0491/0042  
**Sale Date** 01/01/1800  
**Qualified** U

## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
FAIRFIELD TOWN OF	\$0		0491/0042	01/01/1800

## Building Information

### Building 1 : Section 1

**Year Built:** 2016  
**Living Area:** 7,566  
**Replacement Cost:** \$880,055  
**Building Percent Good:** 97  
**Replacement Cost**  
**Less Depreciation:** \$853,700

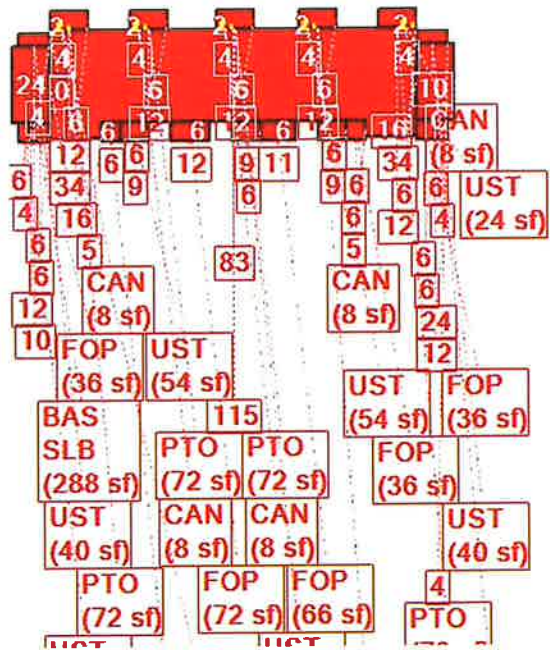
Building Attributes	
Field	Description
Style:	Apartment
Model	Comm/Ind
Grade	Good
Stories:	2
Occupancy	8.00
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Ceram Clay Til
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Central
Struct Class	
Bldg Use	Housing Authority C
Total Rooms	26
Total Bedrms	10
Total Baths	8
Liv Area	
Effect Area	
1st Floor Use:	9080
Heat/AC	None
Frame Type	Wood Frame
Baths/Plumbing	Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Average
Wall Height	8.00
% Comn Wall	0.00

### Building Photo



([https://images.vgsi.com/photos2/FairfieldCTPhotos/\0081\IMG\\_7700\\_816](https://images.vgsi.com/photos2/FairfieldCTPhotos/\0081\IMG_7700_816))

### Building Layout



(ParcelSketch.ashx?pid=108377&bid=107216)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	4,071	4,071
FUS	Upper Story, Finished	3,495	3,495
CAN	Canopy	40	0
FOP	Porch, Open, Finished	282	0
PTO	Patio	360	0
SLB	Slab	4,071	0
UST	Utility Storage, Unfinished	290	0
		12,609	7,566

### Extra Features

Extra Features
No Data for Extra Features

### Land

#### Land Use

**Use Code** 9080  
**Description** Housing Authority C  
**Zone** R3  
**Neighborhood** C6  
**Alt Land Appr** No  
**Category**

#### Land Line Valuation

**Size (Sqr Feet)** 0  
**Depth** 0  
**Assessed Value** \$0  
**Appraised Value** \$0

### Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

### Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$853,700	\$0	\$853,700
2021	\$853,700	\$0	\$853,700
2020	\$853,700	\$0	\$853,700

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$597,590	\$0	\$597,590
2021	\$597,590	\$0	\$597,590
2020	\$597,590	\$0	\$597,590

# 15 PINE TREE LANE #9

**Location** 15 PINE TREE LANE #9

**Mblu** 76/ 5/ 9/ 1

**Acct#** 22809

**Owner** FAIRFIELD TOWN OF

**Assessment** \$570,920

**Appraisal** \$815,600

**PID** 108376

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$815,600	\$0	\$815,600
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$570,920	\$0	\$570,920

## Owner of Record

**Owner** FAIRFIELD TOWN OF  
**Co-Owner** HOUSING AUTHORITY  
**Care Of**  
**Address** 725 OLD POST ROAD  
 FAIRFIELD, CT 06824

**Sale Price** \$0  
**Certificate**  
**Book & Page** 0491/0042  
**Sale Date** 01/01/1800  
**Qualified** U

## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
FAIRFIELD TOWN OF	\$0		0491/0042	01/01/1800

## Building Information

### Building 1 : Section 1

**Year Built:** 2017  
**Living Area:** 7,022  
**Replacement Cost:** \$832,282  
**Building Percent Good:** 98  
**Replacement Cost**  
**Less Depreciation:** \$815,600

### Building Attributes

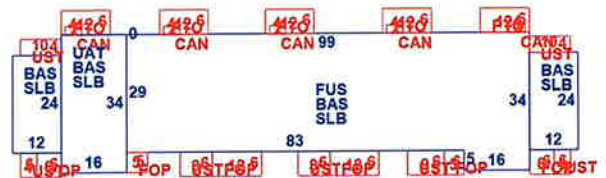
Field	Description
Style:	Apartment
Model	Comm/Ind
Grade	Good
Stories:	2
Occupancy	8.00
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Ceram Clay Til
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Central
Struct Class	
Bldg Use	Housing Authority C
Total Rooms	25
Total Bedrms	9
Total Baths	8
Liv Area	
Effect Area	
1st Floor Use:	9080
Heat/AC	None
Frame Type	Wood Frame
Baths/Plumbing	Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Average
Wall Height	8.00
% Comn Wall	0.00

### Building Photo



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0086/IMG\\_0184\\_866](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0086/IMG_0184_866))

### Building Layout



(ParcelSketch.aspx?pid=108376&bid=107215)

### Building Sub-Areas (sq ft)

Code	Description	Gross Area	Living Area
BAS	First Floor	4,071	4,071
FUS	Upper Story, Finished	2,951	2,951
CAN	Canopy	40	0
FOP	Porch, Open, Finished	271	0
PTO	Patio	360	0
SLB	Slab	4,071	0
UAT	Attic, Unfinished	544	0
UST	Utility Storage, Unfinished	278	0
		12,586	7,022

### Extra Features

#### Extra Features

No Data for Extra Features

**Land**

**Land Use**

**Use Code** 9080  
**Description** Housing Authority C  
**Zone** R3  
**Neighborhood** C6  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Sqr Feet)** 0  
**Depth** 0  
**Assessed Value** \$0  
**Appraised Value** \$0

**Outbuildings**

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$815,600	\$0	\$815,600
2021	\$815,600	\$0	\$815,600
2020	\$815,600	\$0	\$815,600

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$570,920	\$0	\$570,920
2021	\$570,920	\$0	\$570,920
2020	\$570,920	\$0	\$570,920

# 15 PINE TREE LANE #11

**Location** 15 PINE TREE LANE #11

**Mblu** 76/ 5/ 11/ 1

**Acct#** 22810

**Owner** FAIRFIELD TOWN OF

**Assessment** \$597,590

**Appraisal** \$853,700

**PID** 108375

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$853,700	\$0	\$853,700
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$597,590	\$0	\$597,590

## Owner of Record

**Owner** FAIRFIELD TOWN OF  
**Co-Owner** HOUSING AUTHORITY  
**Care Of**  
**Address** 725 OLD POST ROAD  
 FAIRFIELD, CT 06824

**Sale Price** \$0  
**Certificate**  
**Book & Page** 0491/0042  
**Sale Date** 01/01/1800  
**Qualified** U

## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
FAIRFIELD TOWN OF	\$0		0491/0042	01/01/1800

## Building Information

### Building 1 : Section 1

**Year Built:** 2016  
**Living Area:** 7,566  
**Replacement Cost:** \$880,055  
**Building Percent Good:** 97  
**Replacement Cost**  
**Less Depreciation:** \$853,700



### Building Attributes

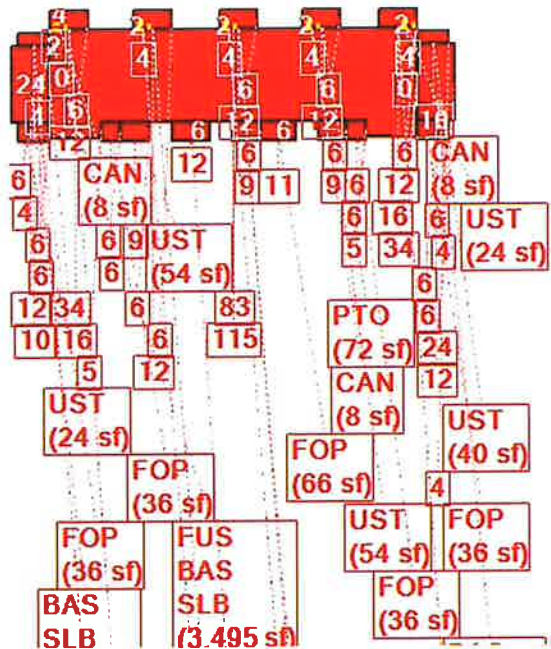
Field	Description
Style:	Apartment
Model	Comm/Ind
Grade	Good
Stories:	2
Occupancy	8.00
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Ceram Clay Til
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Central
Struct Class	
Bldg Use	Housing Authority C
Total Rooms	26
Total Bedrms	10
Total Baths	8
Liv Area	
Effect Area	
1st Floor Use:	9080
Heat/AC	None
Frame Type	Wood Frame
Baths/Plumbing	Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Average
Wall Height	8.00
% Comn Wall	0.00

### Building Photo



([https://images.vgsi.com/photos2/FairfieldCTPhotos/\0081\IMG\\_7699\\_816](https://images.vgsi.com/photos2/FairfieldCTPhotos/\0081\IMG_7699_816))

### Building Layout



(ParcelSketch.aspx?pid=108375&bid=107214)

### Building Sub-Areas (sq ft)

Code	Description	Gross Area	Living Area
BAS	First Floor	4,071	4,071
FUS	Upper Story, Finished	3,495	3,495
CAN	Canopy	40	0
FOP	Porch, Open, Finished	282	0
PTO	Patio	360	0
SLB	Slab	4,071	0
UST	Utility Storage, Unfinished	290	0
		12,609	7,566

**Extra Features**

Extra Features	
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 9080  
**Description** Housing Authority C  
**Zone** R3  
**Neighborhood** C6  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 0  
**Depth** 0  
**Assessed Value** \$0  
**Appraised Value** \$0

**Outbuildings**

Outbuildings		<a href="#">Legend</a>
No Data for Outbuildings		

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$853,700	\$0	\$853,700
2021	\$853,700	\$0	\$853,700
2020	\$853,700	\$0	\$853,700

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$597,590	\$0	\$597,590
2021	\$597,590	\$0	\$597,590
2020	\$597,590	\$0	\$597,590

# 15 PINE TREE LANE #13

**Location** 15 PINE TREE LANE #13

**Mblu** 76/ 5/ 13/ 1

**Acct#** 22811

**Owner** FAIRFIELD TOWN OF

**Assessment** \$467,110

**Appraisal** \$667,300

**PID** 108374

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$667,300	\$0	\$667,300

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$467,110	\$0	\$467,110

## Owner of Record

**Owner** FAIRFIELD TOWN OF  
**Co-Owner** HOUSING AUTHORITY  
**Care Of**  
**Address** 725 OLD POST ROAD  
 FAIRFIELD, CT 06824

**Sale Price** \$0  
**Certificate**  
**Book & Page** 0491/0042  
**Sale Date** 01/01/1800  
**Qualified** U

## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
FAIRFIELD TOWN OF	\$0		0491/0042	01/01/1800

## Building Information

### Building 1 : Section 1

**Year Built:** 2017  
**Living Area:** 5,468  
**Replacement Cost:** \$680,873  
**Building Percent Good:** 98  
**Replacement Cost**  
**Less Depreciation:** \$667,300

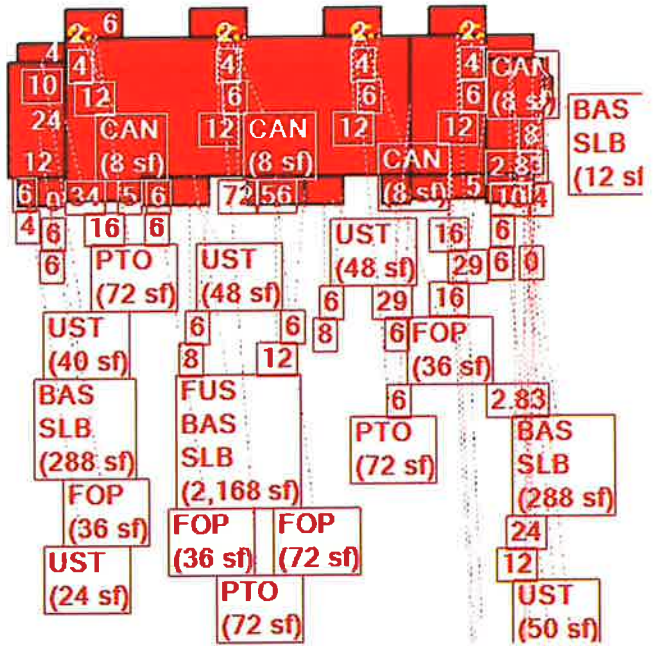
Building Attributes	
Field	Description
Style:	Apartment
Model	Comm/Ind
Grade	Good
Stories:	2
Occupancy	6.00
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Ceram Clay Til
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Central
Struct Class	
Bldg Use	Housing Authority C
Total Rooms	19
Total Bedrms	7
Total Baths	6
Liv Area	
Effect Area	
1st Floor Use:	9080
Heat/AC	None
Frame Type	Wood Frame
Baths/Plumbing	Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Average
Wall Height	8.00
% Conn Wall	0.00

**Building Photo**



([https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG\\_7703\\_816](https://images.vgsi.com/photos2/FairfieldCTPhotos/A0081\IMG_7703_816))

**Building Layout**



(ParcelSketch.ashx?pid=108374&bid=107213)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	3,300	3,300
FUS	Upper Story, Finished	2,168	2,168
CAN	Canopy	32	0
FOP	Porch, Open, Finished	216	0
PTO	Patio	288	0
SLB	Slab	3,300	0
UAT	Attic, Unfinished	464	0
UST	Utility Storage, Unfinished	234	0
		10,002	5,468

**Extra Features**

Extra Features	
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 9080  
**Description** Housing Authority C  
**Zone** R3  
**Neighborhood** C6  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 0  
**Depth** 0  
**Assessed Value** \$0  
**Appraised Value** \$0

**Outbuildings**

Outbuildings		Legend
No Data for Outbuildings		

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$667,300	\$0	\$667,300
2021	\$667,300	\$0	\$667,300
2020	\$667,300	\$0	\$667,300

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$467,110	\$0	\$467,110
2021	\$467,110	\$0	\$467,110
2020	\$467,110	\$0	\$467,110

# 15 PINE TREE LANE #15

**Location** 15 PINE TREE LANE #15

**Mblu** 76/ 5/ 15/ /

**Acct#** 05290

**Owner** FAIRFIELD TOWN OF

**Assessment** \$364,140

**Appraisal** \$520,200

**PID** 6217

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$520,200	\$0	\$520,200

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$364,140	\$0	\$364,140

## Owner of Record

**Owner** FAIRFIELD TOWN OF  
**Co-Owner** HOUSING AUTHORITY  
**Care Of**  
**Address** 15 PINE TREE LANE  
 FAIRFIELD, CT 06825

**Sale Price** \$0  
**Certificate**  
**Book & Page** 0491/0042  
**Sale Date** 01/01/1800  
**Qualified** U

## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
FAIRFIELD TOWN OF	\$0		0491/0042	01/01/1800

## Building Information

### Building 1 : Section 1

**Year Built:** 2017  
**Living Area:** 2,025  
**Replacement Cost:** \$480,601  
**Building Percent Good:** 97  
**Replacement Cost**  
**Less Depreciation:** \$466,200

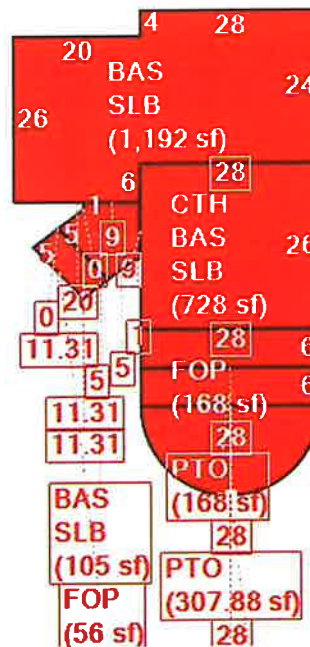
Building Attributes	
Field	Description
Style:	Office
Model	Comm/Ind
Grade	Good
Stories:	1
Occupancy	1.00
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Ceram Clay Til
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Central
Struct Class	
Bldg Use	Housing Authority C
Total Rooms	5
Total Bedrms	00
Total Baths	0
Liv Area	
Effect Area	
1st Floor Use:	9080
Heat/AC	None
Frame Type	Wood Frame
Baths/Plumbing	Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Average
Wall Height	8.00
% Corn Wall	0.00

### Building Photo



([https://images.vgsi.com/photos2/FairfieldCTPhotos//0081\IMG\\_7705\\_816](https://images.vgsi.com/photos2/FairfieldCTPhotos//0081\IMG_7705_816))

### Building Layout



(ParcelSketch.ashx?pid=6217&bid=6127)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
BAS	First Floor	2,025	2,025
CTH	Cathedral Ceiling	728	0
FOP	Porch, Open, Finished	224	0
PTO	Patio	476	0
SLB	Slab	2,025	0
		5,478	2,025

### Extra Features

Extra Features

No Data for Extra Features

**Land**

**Land Use**

**Use Code** 9080  
**Description** Housing Authority C  
**Zone** R3  
**Neighborhood** C6  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 0  
**Depth** 0  
**Assessed Value** \$0  
**Appraised Value** \$0

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
LT1	LIGHTS-IN W/PL			17.00 UNITS	\$12,900	1
PAV1	PAVING-ASPHALT			9500.00 S.F.	\$31,600	1
FN3	FENCE-6' CHAIN			1000.00 L.F.	\$9,500	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$520,200	\$0	\$520,200
2021	\$520,200	\$0	\$520,200
2020	\$520,200	\$0	\$520,200

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$364,140	\$0	\$364,140
2021	\$364,140	\$0	\$364,140
2020	\$364,140	\$0	\$364,140



# 15 PINE TREE LANE #17

**Location** 15 PINE TREE LANE #17

**Mblu** 76/ 5/ 17/ /

**Acct#** 22812

**Owner** FAIRFIELD TOWN OF

**Assessment** \$355,670

**Appraisal** \$508,100

**PID** 108373

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$508,100	\$0	\$508,100

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$355,670	\$0	\$355,670

## Owner of Record

**Owner** FAIRFIELD TOWN OF  
**Co-Owner** HOUSING AUTHORITY  
**Care Of**  
**Address** 725 OLD POST ROAD  
 FAIRFIELD, CT 06824

**Sale Price** \$0  
**Certificate**  
**Book & Page** 0491/0042  
**Sale Date** 01/01/1800  
**Qualified** U

## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
FAIRFIELD TOWN OF	\$0		0491/0042	01/01/1800

## Building Information

### Building 1 : Section 1

**Year Built:** 2017  
**Living Area:** 3,786  
**Replacement Cost:** \$518,489  
**Building Percent Good:** 98  
**Replacement Cost**  
**Less Depreciation:** \$508,100



### Extra Features

Extra Features
No Data for Extra Features

### Land

#### Land Use

**Use Code** 9080  
**Description** Housing Authority C  
**Zone** R3  
**Neighborhood** C6  
**Alt Land Appr Category** No

#### Land Line Valuation

**Size (Sqr Feet)** 0  
**Depth** 0  
**Assessed Value** \$0  
**Appraised Value** \$0

### Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

### Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$508,100	\$0	\$508,100
2021	\$508,100	\$0	\$508,100
2020	\$508,100	\$0	\$508,100

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$355,670	\$0	\$355,670
2021	\$355,670	\$0	\$355,670
2020	\$355,670	\$0	\$355,670



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20 Pages  
DECLARATION OF REST

Elizabeth P. Browne, Fairfield Town Clerk

Rocky Hill, CT 06067, Attn: Legal JPH

DECLARATION AND AGREEMENT OF RESTRICTIVE COVENANTS

This DECLARATION AND AGREEMENT OF RESTRICTIVE COVENANTS (this "Agreement") made and entered into as of the 15<sup>th</sup> day of April, 2016, by and between PINE TREE HOUSING LIMITED PARTNERSHIP, a limited partnership organized and existing under the laws of the State of Connecticut with an office and principal place of business in c/o Fairfield Housing Authority 15 Pine Tree Lane, Fairfield, Connecticut 06825 (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 "Mortgagee").

WITNESSETH:

WHEREAS, Declarant, is the holder of a leasehold interest in the property described in Exhibit A, attached hereto and made a part hereof (the "Property"), has applied to the Mortgagee for a first leasehold mortgage loan in the aggregate amount of up to EIGHTEEN MILLION SIX HUNDRED THOUSAND AND 00/100THS DOLLARS (\$18,600,000.00), (the "Mortgage Loan") to aid 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"), (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 PINE TREE APARTMENTS, located at 15 Pine Tree Lane, Fairfield Connecticut and is identified as CHFA Loan No. 15-079M;

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

WHEREAS, Declarant acknowledges the resulting beneficial interest of the Mortgagee 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 Mortgagee, as a condition of its willingness to make the Mortgage Loan, requires that Declarant, by entering into the restrictions, terms, conditions and covenants set forth below, consent to be regulated and restricted by the Mortgagee 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 Mortgagee; 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, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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:

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

AMI	One Bedroom	Two Bedroom	Total
Less than or equal to 50% AMI	20	5	25
>50% at or below 60% AMI	17	3	20
>60% at or below 80% AMI	3	2	5
<b>Totals</b>	<b>40</b>	<b>10</b>	<b>50</b>

b. "Approved Plans" means the plans, drawings and specifications described to the Mortgagee's Board of Directors in the Resolution adopted November 19, 2015, as amended and accepted by the Mortgagee;

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 Mortgagee in the Extended Low-Income Housing Commitment by and between Declarant and the Mortgagee with respect to the Development, 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 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 under HUD regulations at 24 CFR 5.609 (2014);
- i. "Mortgage Loan" means the loan amounts of \$9,000,000.00 and \$4,100,000.00 and \$5,500,000.00 interest bearing obligation evidenced by three promissory notes dated as of even date herewith made by Declarant to the order of Mortgagee (the "Mortgagee Note") and secured by that certain Open-End Leasehold Construction Mortgage Deed, Security Agreement, Assignment of Leases and Rentals and Fixture Filing of even date herewith (the "Mortgage"), which Mortgage shall constitute a first priority lien on the Development;
- j. "Mortgage Loan Documents" means, collectively, the Mortgagee Note, the Mortgage, that certain Covenant of Compliance and Regulatory Agreement, that certain Mortgagor Affidavit and Agreement, that certain Construction Loan and General Escrow Agreement, that certain Environmental Indemnification Agreement, and this Agreement, all dated as of even date herewith, along with the Mortgagee's Mortgage Loan Commitment Letter dated January 5, 2016, as amended, and all other documents executed by Declarant in connection with the Mortgage Loan;
- k. "Qualified Person(s)" means individuals and families 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 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;
- 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. "State" means the State of Connecticut.

3. RESTRICTION ON USE OF THE DEVELOPMENT

Declarant hereby covenants and represents to the Mortgagee 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

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Pine Tree Apartments  
Declaration and Agreement of Restrictive Covenants

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. Declarant shall proceed with due diligence to promptly complete construction/renovation of the Development in accordance with the Approved Plans.
- d. Change in Development - 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 Mortgagee.
- e. Continuous Rental Restriction - 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 financed with exempt facility bonds as provided in Section 142(d) of the Code and with 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 Mortgagee pursuant to Section 42(h)(6) of the Code and incorporated herein by reference.
    - (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;

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Pine Tree Apartments  
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- (d) The Development shall have at least forty five (45) Qualified Units;
  - (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 re-determined by the new occupant's income. In no event shall a temporary period exceed thirty (30) days. A 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 Income Limitation at the time of the most recent Determination (as defined below). Once an individual's or family income exceeds 140 percent of the Income Limitation, the unit occupied by such individual or family 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. Notwithstanding the provisions of this paragraph the Development shall also comply at all times with the requirements of Section 42(g)(2)(D) of the Code.
  5. As required by the Mortgagee, 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, and at such other times as may be required by the Mortgagee, Declarant shall certify compliance with the applicable Income Limitation to the Mortgagee and the U.S. Secretary of the Treasury, if required (at such times and in such manner as the Mortgagee and Secretary shall each prescribe).
  6. Declarant shall furnish to the Mortgagee, on at least an annual basis, or on some other basis as determined by the Mortgagee to be required by the Code and the Regulations, such information as the Mortgagee shall require, including (i) any compliance forms now or hereafter required to be filed with the U.S. Secretary of the Treasury or the Mortgagee, 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 Declarant. Declarant shall take such action as the Mortgagee shall from time to time deem

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CHFA Loan No. 15-079M  
Pine Tree Apartments  
Declaration and Agreement of Restrictive Covenants



necessary to comply with the covenants herein or to correct or cure any failure of Declarant to comply with the covenants herein. Declarant shall use tenant lease forms acceptable to the Mortgagee, 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 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 Declarant or the Mortgagee, 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.

(a) During the Compliance Period and the Extended Use Period, 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 Mortgagee. During 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 Mortgagee, 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 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 Mortgagee, 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 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 Mortgagee 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 Mortgagee, 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 re-conveyance 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 Mortgagee or its successors or assigns that the prospective purchaser(s) is(are) an individual who is a Qualified Person. The Mortgagee 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.

- (b) In the event of substantial destruction or condemnation of the Development, as determined by the Mortgagee in its sole discretion, which destruction is not rebuilt or corrected for any reason, then Declarant shall have the right to request, and the Mortgagee may, so long as it has not delivered any applicable insurance proceeds to Declarant, release and waive Declarant and the Property from the terms, restrictions and conditions contained herein. Upon such destruction or condemnation, the Mortgagee, or its successors, or its assigns, may execute appropriate documents for 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 Mortgagee, in its sole discretion, elects to so release and waive Declarant and Property from the terms, restrictions and conditions contained herein. If the Mortgagee delivers said insurance proceeds to Declarant, and Declarant is required to repair or reconstruct the Development pursuant to the terms of the Mortgage, then this Agreement and the restrictions and covenants contained herein shall remain in full force and effect.
- (c) As required by the Mortgagee, in every Fiscal Year during the longest of the Compliance Period and the Extended Use Period and until the Mortgage has been released, Declarant shall deliver to the Mortgagee, in a form accepted by the Mortgagee, a certificate setting forth the percentage of units at the Development occupied by individuals or families who are Qualified Persons. The Mortgagee shall have the right to observe 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 Mortgagee.
- (d) To the extent necessary to comply with the Act, the Mortgagee's Procedures, including, but not limited to, the Qualified Allocation Plan and Application Process Procedures, the Code and the Regulations, the Mortgagee 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

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CHFA Loan No. 15-079M  
Pine Tree Apartments  
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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 Mortgagee 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 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 Mortgagee and 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 Declarant set forth herein are enforceable by the Mortgagee as a contract beneficiary whether or not Declarant is or remains indebted to the Mortgagee, except to the extent herein provided.

5. CONTROLLING EFFECT

Declarant warrants to the Mortgagee 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 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 Declarant set forth herein shall survive a sale, transfer, or other disposition of all or part of, or any interest in, the Development by 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 Mortgagee from enforcing the requirements herein. The covenants of Declarant shall also survive a foreclosure if, as a result of such event, at any time during the Extended Use Period Declarant or a related person (as defined in Section 1.103-10 (e) of the Regulations) obtains an ownership interest in the Development.

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CHFA Loan No. 15-079M  
Pine Tree Apartments  
Declaration and Agreement of Restrictive Covenants

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 Mortgagee promptly.

10. REMEDIES

Upon the occurrence of an Event of Default, as defined in the Mortgage, the Mortgagee shall have the right to accelerate the Mortgage Loan (if Declarant is then indebted to the Mortgagee), to pursue its remedies under the Mortgage Loan Documents, to maintain an action or actions in law or in equity against Declarant, to recover the damages incurred by the Mortgagee from such failure, to require 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

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 Mortgagee believes is inconsistent with the covenants set forth herein. Declarant shall comply with any additional covenant(s) and restriction(s) which the Mortgagee believes, upon advice of counsel to the Mortgagee, is or are necessary to comply with the Code and the Regulations and which is or are communicated in writing to 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 Declarant disagrees with the advice of counsel for the Mortgagee, 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 Mortgagee shall cooperate fully with Declarant in this connection, so long as Declarant bears the Mortgagee'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

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 Mortgagee may reasonably request. Declarant shall pay all fees and charges incurred in connection with any such recording.

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CHFA Loan No. 15-079M  
Pine Tree Apartments  
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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 Mortgagee regarding the covenants and agreements contained herein. Declarant shall pay the Mortgagee's fees as from time to time determined by the Mortgagee 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 Mortgagee's General Counsel at the above address and a copy (which shall not constitute notice) to Mortgagor's Limited Partner at: ACP-ILP, LLC, c/o Alden Capital Partners, LLC, 15260 Ventura Boulevard, Suite 600, Los Angeles, CA 91403, Attn: Jeffrey N. Weiss and to: Nixon Peabody LLP, 799 9<sup>th</sup> Street NW, Suite 500, Washington, DC 20001, Attn: Gary A. Band.

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.

18. FALSE STATEMENTS

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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19. MISCELLANEOUS

Declarant hereby agrees that Declarant (a) has not been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act during the three (3) years immediately preceding the date hereof, which violation(s) (i) was cited in accordance with provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970 and (ii) was not abated within the time fixed by the citations and (iii) such citation has not been set aside, and (b) has not received one or more criminal convictions related to the injury or death of any employee in such three (3) year period.

Declarant agrees to comply with the Civil Rights Acts of 1964 and 1968, as amended, and Executive Orders relating thereto, as applicable. Declarant also agrees to comply with Section 4a-60 of the Connecticut General Statutes, and Section 4a-60a of the Connecticut General Statutes, and Section 4-61dd of the Connecticut General Statutes, as amended, incorporated herein by reference.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow]*



CONNECTICUT HOUSING FINANCE  
AUTHORITY

R Rolle  
Rebekah Rolle  
Tracy L. Munn  
Tracy L. Munn

By: [Signature]  
Karl F. Kilduff  
Executive Director

STATE OF CONNECTICUT )  
  )  
COUNTY OF HARTFORD )

ss. Rocky Hill

April 3, 2016

Personally appeared, Karl F. Kilduff, 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.

R Rolle  
~~Commissioner of the Superior Court~~  
Notary Public

REBEKAH L. ROLLE  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 31, 2017





EXHIBIT A

FIRST PIECE

All that certain piece or parcel of land situated in the Town of Fairfield, County of Fairfield and State of Connecticut, being known and designated as Lot 47, as shown on a certain map entitled, "Knapps Highway No. 6071, Section No. 2, Fairfield, Connecticut, April 7, 1947", and on file in the Fairfield Town Clerk's office as Map No. 2754 to which map reference is hereby made, being bounded and described as follows:

- NORTHERLY: by Pine Tree Lane, as shown on said map, 82.09 feet;
- EASTERLY: by land of the Town of Fairfield, being Lot 47A, as shown on said map, 100 feet;
- NORTHERLY AGAIN: by land of the Town of Fairfield, being Lot 47A as shown on said map, 69.73 feet;
- WESTERLY: by land of the Town of Fairfield, being Lot 47A, as shown on said map, 125 feet;
- NORTHEASTERLY: by Beaconview Drive, as shown on said map, 67.49 feet;
- SOUTHEASTERLY: by Lot 48, as shown on said map, 101.90 feet;
- EASTERLY AGAIN: by Lot 48, as shown on said map, 128.98 feet;
- SOUTHERLY: by land of the Town of Fairfield, being shown as land now or formerly of Howard E. Hine and Regina Lambert on said map, 562.44 feet;
- WESTERLY: by land now or formerly of the Estate of Katherine Kuhn, as shown on said map, 214.87 feet;
- NORTHERLY AGAIN: by Lots 43, 44, 45 and 46, as shown on said map, 336.94 feet;
- WESTERLY AGAIN: by Lot 46, as shown on said map, 100 feet.

SECOND PIECE:

All that certain piece or parcel of land situated in the Town of Fairfield, County of Fairfield and State of Connecticut, being known as Lot 47A, as shown on a certain map entitled, "Knapps Highway No. 6071, Section No. 2, Fairfield, Connecticut, April 7, 1947", and on file in the Fairfield Town Clerk's office as Map No. 2754 to which map reference is hereby made, being bounded and described as follows:

- NORTHWESTERLY: by Pine Tree Lane, as shown on said map, 89.78 feet;
- NORTHERLY: by the intersection of Pine Tree Lane and Beaconview Drive, as shown on said map, 28.32 feet;
- NORTHEASTERLY: by Beaconview Drive, as shown on said map, 51.08 feet;
- SOUTHEASTERLY: by Lot 47, as shown on said map, 125 feet;
- SOUTHERLY: by Lot 47, as shown on said map, 69.73 feet;
- WESTERLY: by Lot 47, as shown on said map, 100 feet;

Said parcel consisting of one-third (1/3) acre, more or less.

# Post Road Lofts

## **1675 Post Road**

- Calculation of Housing Unit Equivalent Points
- Vision Appraisal Property Description (1)
- Declaration of Restrictive Covenants

## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b> Post Road Lofts	<b>Set Aside:</b> YES
<b>Address:</b> 1675 Post Road	<b>Owner/Rental:</b> RENTAL
<b>Developer:</b> 1675 Post Road Partners	<b>Total # Units:</b> 13
<b>Property Mgr:</b> Hartt Realty	<b># Affordable:</b> 4
<b>Date CO Issued:</b> 2/3/2021	<b># Market Rate:</b> 9

### Description of Development

Post Road Lofts is a 13-unit set aside development approved by the Town Plan & Zoning (TPZ) Commission on 5/8/18 pursuant to CGS 8-30g, of which 2 units are deed restricted to persons or households with incomes at or below 80% of the area median income (AMI) and 2 units are restricted to persons or households with incomes at or below 60% of the AMI for a term of forty years.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development	9	0.25	2.25
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes ≤ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 80% of AMI	2	1.50	3
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 60% of AMI	2	2.00	4
Family Units, Rented, that are Restricted to Households with Annual Incomes ≤ 40% of AMI		2.50	
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>13</b>		<b>9.25</b>

# 1675 POST ROAD

**Location** 1675 POST ROAD

**Mblu** 180/ 134/ / /

**Acct#** 17110

**Owner** 1675 POST ROAD PARTNERS  
LLC

**Assessment** \$2,357,250

**Appraisal** \$3,367,500

**PID** 15305

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$2,363,500	\$1,004,000	\$3,367,500
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$1,654,450	\$702,800	\$2,357,250

## Owner of Record

**Owner** 1675 POST ROAD PARTNERS LLC  
**Co-Owner**  
**Care Of** HARTT REALTY ADVISORS LLC  
**Address** 402 PEQUOT AVENUE #741  
 SOUTHPORT, CT 06890

**Sale Price** \$500,000  
**Certificate**  
**Book & Page** 5554/0213  
**Sale Date** 06/08/2017  
**Instrument** 16  
**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
1675 POST ROAD PARTNERS LLC	\$500,000		5554/0213	16	06/08/2017
ST THOMAS ROM CATH CHURCH CORP	\$0		0558/0068		

## Building Information

### Building 1 : Section 1

**Year Built:** 2020  
**Living Area:** 18,716  
**Replacement Cost:** \$2,100,217  
**Building Percent Good:** 100

Replacement Cost  
Less Depreciation: \$2,100,200

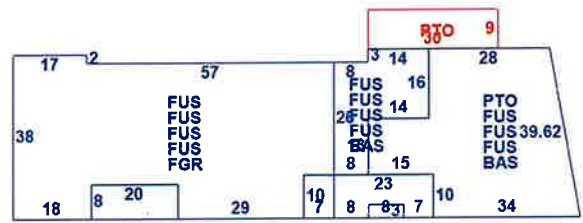
Building Attributes	
Field	Description
Style:	Apartments
Model	Comm/Ind
Grade	Good Plus
Stories:	5
Occupancy	13.00
Exterior Wall 1	Precast Panel
Exterior Wall 2	
Roof Structure	Flat
Roof Cover	Rubber
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Ceram Clay Til
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Hot Air-no Duc
AC Type	Unit/AC
Struct Class	
Bldg Use	Apartments
Total Rooms	
Total Bedrms	18
Total Baths	18
Liv Area	
Effect Area	
1st Floor Use:	
Heat/AC	Heat/AC Split
Frame Type	Steel
Baths/Plumbing	Average
Ceiling/Wall	Ceil & Walls
Rooms/Prtns	Average
Wall Height	
% Conn Wall	

**Building Photo**



(<https://images.vgsi.com/photos2/FairfieldCTPhotos/\0091\1M180%20L134>)

**Building Layout**



(ParcelSketch.ashx?pid=15305&bid=14153)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	16,723	16,723
BAS	First Floor	1,993	1,993
FGR	Garage	2,468	0
PTO	Patio	2,407	0
		23,591	18,716

**Extra Features**

Extra Features				
Code	Description	Size	Value	Bldg #
SPR3	DRY	21184.00 S.F.	\$46,600	1

ELV1	PASS ELEV	5.00 STOPS	\$185,000	1
GENE	GENERATOR	1.00 UNITS	\$25,000	1

**Land**

**Land Use**

**Use Code** 1120  
**Description** Apartments  
**Zone** CDBD  
**Neighborhood** C7  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Sqr Feet)** 9962  
**Depth** 0  
**Assessed Value** \$702,800  
**Appraised Value** \$1,004,000

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV2	PAVING-CONC			400.00 S.F.	\$1,700	1
FN1	FENCE-4' CHAIN			150.00 L.F.	\$1,000	1
PAV1	PAVING-ASPHALT			1200.00 S.F.	\$4,000	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$2,363,500	\$1,004,000	\$3,367,500
2021	\$2,363,500	\$1,004,000	\$3,367,500
2020	\$2,338,500	\$1,004,000	\$3,342,500

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$1,654,450	\$702,800	\$2,357,250
2021	\$1,654,450	\$702,800	\$2,357,250
2020	\$1,636,950	\$702,800	\$2,339,750

RECORD:  
J. F. Fallon, Esq.  
P.O. Box 541  
Fairfield, Ct. 06824



Elizabeth P. Browne, Fairfield Town Clerk

**DECLARATION OF RESTRICTIVE COVENANTS**

1675 Post Road Partners, LLC, owner in fee simple of property known as 1675 Post Road, Fairfield, Connecticut and described more fully in Exhibit A (hereinafter the "Development"), hereby covenants and agrees for itself, it's successors, heirs and assigns, that the Development shall be subject to the following restrictions authorized by section 8-30g of the Connecticut General Statutes:

The Development is a set aside development as defined in section 8-30g of the Connecticut General Statutes and in accordance with the applicable regulations for state agencies that were in effect on the date of the original initial local approval, May 12, 2018, containing affordable housing dwelling units, and is therefore subject to limitations on the maximum annual income of the household that may rent the designated affordable housing dwelling units, and on the maximum rental that may be charged for such affordable housing dwelling units. These limitations shall be strictly enforced, and may be enforced by the zoning enforcement authority of Fairfield against the record owner of the Development or the person identified in the affordability plan as responsible for the administration of these limitations.

The Restrictions herein set forth shall run with the land for a period of forty (40) years from the date of initial occupancy of said unit(s) to an eligible family or household. After the expiration of said forty (40) year period, the Restrictions shall be of no further force and effect. No less than two (2) units total being one (1) one bedroom and one (1) two bedroom unit shall be rented to persons and families whose annual income is less than or equal to eighty percent (80%) of the median income as defined in subsection 8-30g-1 (10) of the Regulations of Connecticut State Agencies, and such units may be rented only at a rental equal to or less than the rental determined using the formula for maximum monthly rental amount stated in section 8-30g-8(d) of the Regulations of Connecticut State Agencies. In addition, no less than fifteen percent (15%) of the dwelling units, or two (2) units total being one (1) one bedroom and one (1) two bedroom unit, shall be rented to persons and families whose annual income is less than or equal to 60 percent (60%) of the median income as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, and such units may be rented only at a rental equal to or less than the rental determined using the formula for maximum monthly rental amount stated in section 8-30g-8(e) of the Regulations of Connecticut State Agencies. The total number of units subject to these Restrictions shall be four (4) units, constituting 30% of all units in the Development.

IN WITNESS WHEREOF, Matthew Finkle, Managing Member of 1675 Post Road Partners, LLC has caused these presents to be signed, acknowledged and delivered in his name, this 3th day of October, 2020.

1675 POST ROAD PARTNERS, LLC

Caitlin F. McCarthy

Matthew Finkle  
BY:  
MANAGING MEMBER

Matthew Finkle

State of ~~Connecticut~~  
New York  
County of ~~Fairfield~~ ss. Fairfield  
New York

On this the 3th day of October, 2020, before me, Caitlin F. McCarthy the undersigned officer, personally appeared Matthew Finkle, Managing Member of 1675 Post Road Partners, LLC who executed the foregoing instrument for the purposes therein contained, by signing his name hereto.

In witness whereof I hereunto set my hand.

Caitlin F. McCarthy  
Commissioner of the Superior Court

Caitlin F. McCarthy  
Notary Public, State of New York  
Registration #01MC6377204  
Qualified In Kings County  
Commission Expires June 25, 2022



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT CERTAIN piece or parcel of land, with the buildings and improvements thereon, situated in the Town of Fairfield, County of Fairfield and State of Connecticut, known as Lot No. 10 on a certain map entitled "Proposed Layout of Land in Building Lots, Fairfield, Connecticut for H.M. Knapp, Esq." which map is on file in the office of the Town Clerk of the Town of Fairfield as Map No. 2 to which reference is hereby made, said premises being bounded and described as follows:

NORTHERLY:	By Post Road, 50 feet;
EASTERLY:	By Ruane Street, 150 feet, more or less;
SOUTHERLY:	By land of St. Thomas Roman Catholic Church Corporation, 50 feet;
WESTERLY:	By land of St. Thomas Roman Catholic Church Corporation, 143 feet.

**SCHEDULE A  
PROPERTY DESCRIPTION**

All that certain piece or parcel of land located in the Town of Fairfield, County of Fairfield, and State of Connecticut shown as "Parcel To Be Deeded To #1675 Post Road" on a map entitled: "Data Accumulation Plan Depicting a Lot Line Revision Prepared For 1675 Post Road Partners, LLC, #1675 Post Road, Fairfield, Connecticut; Scale: 1"=40'; Dated: April 19, 2019" prepared by The Huntington Company, LLC and recorded in the Fairfield Land Records as Map #7905, which property is more particularly bounded and described as follows:

Commencing at a point on the southwesterly intersection of the Post Road and Ruane Street, thence along the westerly street line of Ruane Street S24°27'48"W, 152.28' to the true point and place of beginning:

Thence S24°27'48"W, 51.55' along the westerly street line of Ruane Street to a point. Thence along land of N/F St. Thomas RC Church N65°32'12"W, 50.00' and N24°27'48"E, 51.55' to a point. Thence along 1675 Post Road S65°32'12"E, 50.00' to the true point and place of beginning.

Being a portion of the so called "Second Piece" of that property conveyed by Warranty Deed at Volume 103 Page 396 of the Fairfield, Connecticut Land Records.

RECEIVED FOR RECORD  
10/19/2020 11:15:22 AM  
Elizabeth P. Browne, Fairfield Town Clerk



# Trademark Fairfield

## **665 Commerce Drive**

- Calculation of Housing Unit Equivalent Points
- Vision Appraisal Property Description (1)
- Declaration of Restrictive Covenants

## CALCULATION OF HOUSING UNIT EQUIVALENT POINTS

<b>Project Name:</b> Trademark Fairfield	<b>Set Aside:</b> NO
<b>Address:</b> 665 Commerce Drive	<b>Owner/Rental:</b> RENTAL
<b>Developer:</b> BRC D Holdings, LLC	<b>Total # Units:</b> 101
<b>Property Mgr:</b> Bozzuto	<b># Affordable:</b> 11
<b>Date CO Issued:</b> 6/19/2017	<b># Market Rate:</b> 90

### Description of Development

Trademark Fairfield is a 101-unit mixed use, transit-oriented development, of which 10% or 11 units, are deed-restricted as affordable to person or households with incomes at or below eighty percent (80%) of the area median income for a term of forty years.

Type of Unit	# Units	Housing Unit Equivalent Point Value	Total Housing Unit Equivalent Points
Market Rate Units in a Set Aside Development		0.25	
Elderly Units, Owned or Rented, Restricted to Households with Annual Incomes $\leq$ 80% of AMI		0.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI		1.00	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		1.50	
Family Units, Owned, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 80% of AMI	11	1.50	16.5
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 60% of AMI		2.00	
Family Units, Rented, that are Restricted to Households with Annual Incomes $\leq$ 40% of AMI		2.50	
<b>TOTAL ELIGIBLE Housing Unit Equivalent Points (HUEP)</b>	<b>11</b>		<b>16.5</b>

# 665 COMMERCE DRIVE

**Location** 665 COMMERCE DRIVE

**Mblu** 80/47/11

**Acct#** 04548

**Owner** BRCD HOLDINGS LLC

**Assessment** \$22,983,240

**Appraisal** \$32,833,200

**PID** 8593

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$22,137,800	\$10,695,400	\$32,833,200

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$15,496,460	\$7,486,780	\$22,983,240

## Owner of Record

**Owner** BRCD HOLDINGS LLC

**Sale Price** \$7,000,000

**Co-Owner** KONOVER RESIDENTIAL CORP

**Certificate**

**Care Of**

**Book & Page** 5354/0312

**Address** 342 NO MAIN STREET STE 200  
WEST HARTFORD, CT 06117-2536

**Sale Date** 12/23/2015

**Instrument** 08

**Qualified** U

## Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
BRCD HOLDINGS LLC	\$7,000,000		5354/0312	08	12/23/2015
DONAHUE THOMAS F ET AL	\$0		0595/1074		02/19/1974

## Building Information

### Building 1 : Section 1

**Year Built:** 2016

**Living Area:** 115,006

**Replacement Cost:** \$21,911,482

**Building Percent Good:** 97

**Replacement Cost**

**Less Depreciation:** \$21,254,100

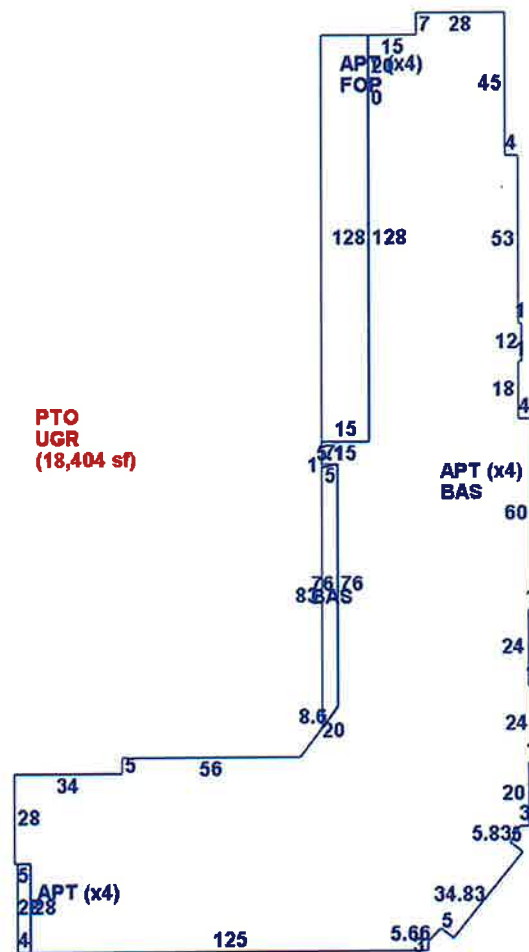
Building Attributes	
Field	Description
Style:	Stores/Apt
Model	Comm/Ind
Grade	Excellent
Stories:	5
Occupancy	101.00
Exterior Wall 1	Brick/Masonry
Exterior Wall 2	Stucco/Masonry
Roof Structure	Flat
Roof Cover	Rubber
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Wood Laminate
Interior Floor 2	Carpet
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Central
Struct Class	
Bldg Use	Mixed Use C
Total Rooms	
Total Bedrms	00
Total Baths	0
Liv Area	
Effect Area	
1st Floor Use:	3740
Heat/AC	Heat/AC Pkgs
Frame Type	Fireprf Steel
Baths/Plumbing	Average
Ceiling/Wall	Sus-Ceil & WI
Rooms/Prtns	Average
Wall Height	12.00
% Comn Wall	0.00

**Building Photo**



(https://images.vgsi.com/photos2/FairfieldCTPhotos/A0074/IMG\_7131\_741)

**Building Layout**



(ParcelSketch.ashx?pid=8593&bid=8373)

Building Sub-Areas (sq ft)			
Code	Description	Gross Area	Living Area
APT	Apartment	93,314	93,314

BAS	First Floor	21,692	21,692
FOP	Porch, Open, Finished	1,920	0
PTO	Patio	18,404	0
UGR	Garage, Under	18,404	0
		153,734	115,006

**Extra Features**

Extra Features				
Code	Description	Size	Value	Bldg #
SPR1	SPRINKLERS-WET	133407.00 S.F.	\$310,600	1
ELV1	PASS ELEV	5.00 STOPS	\$179,500	1
ELV1	PASS ELEV	5.00 STOPS	\$179,500	1

**Land**

**Land Use**

Use Code 3030  
 Description Mixed Use C  
 Zone DCD  
 Neighborhood CD9  
 Land Appr No  
 Category

**Land Line Valuation**

Size (Sqr Feet) 109335  
 Depth 0  
 Assessed Value \$7,486,780  
 Appraised Value \$10,695,400

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SPL5	IGPOOL GUNITE			3550.00 S.F.	\$214,100	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2022	\$22,137,800	\$10,695,400	\$32,833,200
2021	\$22,137,800	\$10,695,400	\$32,833,200
2020	\$22,137,800	\$10,695,400	\$32,833,200

Assessment			
Valuation Year	Improvements	Land	Total
22	\$15,496,460	\$7,486,780	\$22,983,240
2021	\$15,496,460	\$7,486,780	\$22,983,240
2020	\$15,496,460	\$7,486,780	\$22,983,240



## DECLARATION OF RESTRICTIVE COVENANTS

BRC D Holdings, LLC, a Connecticut limited liability company located at 223 Huckleberry Road, Avon, CT 06001, and owner in fee simple of property known as 665 Commerce Drive, Fairfield, Connecticut and described more fully in Exhibit A (hereinafter the "Development"), hereby covenants and agrees for itself, its successors, heirs and assigns, that the Development shall be subject to the following restrictions authorized by the Town of Fairfield Zoning Regulations Section 13.14.17 for the Transit-Oriented Development Park Zone in which this Development resides:

The Development is designated as a Transit-Oriented Development Park as defined in the Town of Fairfield Zoning Regulations and is in accordance with the applicable regulations for state agencies that were in effect on the date of the original application for initial local approval, May 19, 2015, containing affordable housing dwelling units, and is therefore subject to limitations on the maximum annual income of the household that may rent such affordable housing dwelling units. These limitations shall be strictly enforced, and may be enforced by the zoning enforcement authority of the Town of Fairfield against the record owner of the Development or the person identified in the affordability plan as responsible for the administration of these limitations.

The restrictions herein set forth shall run with the land for so long as the Development exists, from the date of initial occupancy of affordable housing dwelling units.

The restrictions are as follows:

Not less than ten percent (10%) of the dwelling units in this Development, or eleven (11) units total, shall be affordable for and rented to persons and families whose annual income is less than or equal to eighty percent (80%) of the median household income for the Bridgeport, CT HUD Metro Fair Market Rent Area, as per Fairfield Zoning Regulation §13.14.7.

Additionally, as per Fairfield Zoning Regulation §13.14.7, the Development will be bound to its Affordability Plan and will provide all necessary information and documentation to ensure the construction and continued operation of affordable housing, including filing reports and supplying any other information as may be required by the Town Plan and Zoning Commission for the administration of its Regulations.





**BRCD Holdings, LLC**  
**Trademark Fairfield**  
**Annual Affordability Compliance Report**  
**As of 3/31/2017**

UNIT	AM1%	PROGRAM	TOTAL HH	TOTAL HH	COUNT	INCOME	MOVE-IN	LAST CERT	LEASE END	NET RENT	UTILITY	ALLOWANCE	GROSS RENT
210		1	\$ 22,000.00	2/26/2018	2/26/2018	2/25/2018	\$ 1,131.00	\$ -	\$ 1,131.00	\$ -	\$ 1,131.00		
216		2	\$ 34,320.00	8/19/2017	8/19/2017	8/18/2018	\$ 1,424.00	\$ -	\$ 1,424.00	\$ -	\$ 1,424.00		
222		1	\$ 25,200.00	12/1/2017	12/1/2017	11/30/2018	\$ 1,131.00	\$ -	\$ 1,131.00	\$ -	\$ 1,131.00		
302		1	\$ 35,000.00	11/1/2017	11/1/2017	10/31/2018	\$ 1,131.00	\$ -	\$ 1,131.00	\$ -	\$ 1,131.00		
322		1	\$ 29,450.00	11/15/2017	11/15/2017	11/14/2018	\$ 1,131.00	\$ -	\$ 1,131.00	\$ -	\$ 1,131.00		
410		1	\$ 42,000.00	9/15/2017	9/15/2017	9/14/2018	\$ 1,131.00	\$ -	\$ 1,131.00	\$ -	\$ 1,131.00		
416		1	\$ 45,000.00	9/3/2017	9/3/2017	9/2/2018	\$ 1,424.00	\$ -	\$ 1,424.00	\$ -	\$ 1,424.00		
422		1	\$ 32,000.00	12/1/2017	12/1/2017	11/30/2018	\$ 1,131.00	\$ -	\$ 1,131.00	\$ -	\$ 1,131.00		
502		1	\$ 35,500.00	9/15/2017	9/15/2017	9/14/2018	\$ 1,131.00	\$ -	\$ 1,131.00	\$ -	\$ 1,131.00		
522		2	\$ 39,000.00	10/1/2017	10/1/2017	9/30/2018	\$ 1,131.00	\$ -	\$ 1,131.00	\$ -	\$ 1,131.00		
523		1	\$ 40,000.00	8/2/2017	8/2/2017	8/1/2018	\$ 899.00	\$ -	\$ 899.00	\$ -	\$ 899.00		