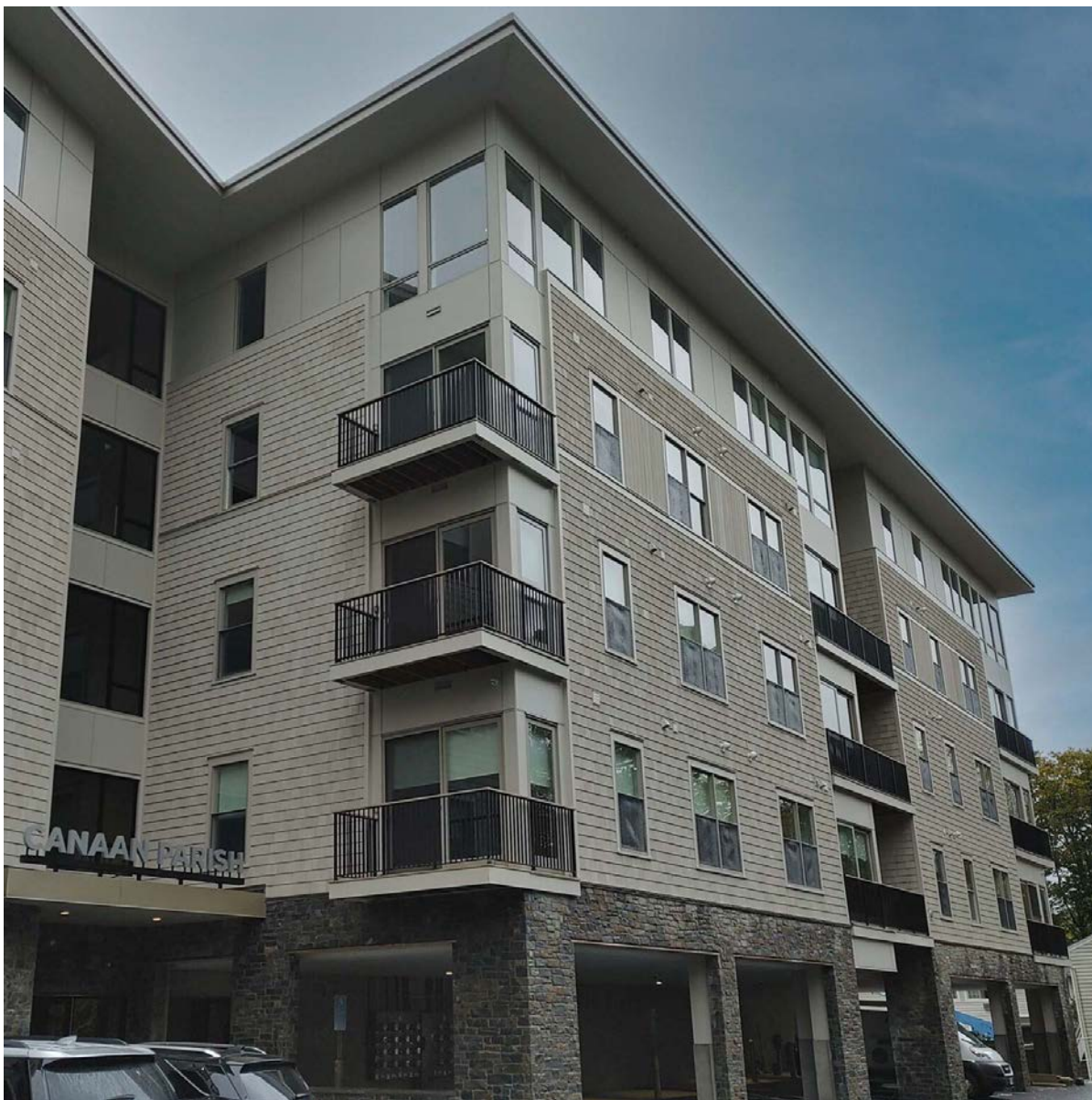


# CANAAN PARISH

**Building 1 & 2- 100 units, 100% Affordable, Section 8, 8-30g/ELIHC  
Completed 2023**



**DOCUMENTATION OF ELIGIBILITY FOR CERTIFICATE OF  
AFFORDABLE HOUSING PROJECT COMPLETION**

**1) PROJECT:** Canaan Parish

**2) PROJECT TYPE:** 100 Family Rentals with Section 8 rental assistance, financing by ELIHC/CHFA

**3) PROJECT ADDRESS:** 186 Lakeview Avenue  
New Canaan, CT 06840

**4) PROPERTY OWNER AND ADDRESS:**

Town of New Canaan  
77 Main Street  
New Canaan, CT 06840

**5) DEVELOPER/OWNER:**

Canaan Parish Redevelopment Ltd Partners\*  
c/o Canaan Parish Redevelopment Group LLC  
57 Millport Avenue  
New Canaan, CT 06840

\*Canaan Parish Redevelopment Ltd Partners is a collaboration of the Housing Authority of New Canaan and New Canaan Neighborhoods, Inc.

**6) PERSON OR ENTITY RESPONSIBLE FOR COMPLIANCE:**

Westmount Management  
36 Park Place  
Branford, CT 06405

**7) PROJECT NARRATIVE AND DESCRIPTION:**

Canaan Parish is the redevelopment of a 60-unit Section 8 rental apartment complex on 5.02 acres at the intersection of Lakeview Avenue and State Route 123 in New Canaan that was originally built in 1978-1979. The land is owned by the Town of New Canaan and is under a long-term ground lease to New Canaan Neighborhoods, Inc., a local non-profit that originally developed the site. In 2018, Canaan Parish Redevelopment, LLC ("CPR"), which is a joint venture of New Canaan

Neighborhoods, LLC and the Housing Authority of the Town of New Canaan (“HANC”), submitted an application to the Planning & Zoning Commission for a zoning amendment, a rezoning of the property (Map Change) and a site plan approval for Canaan Parish – 100 affordable units in 2 buildings. Building 1, containing 60 Section 8 assisted rental units was completed in October 2021. Building 2, containing 40 additional affordable units was completed in June of 2023. The permanent Certificate of Occupancy was granted for both buildings on June 8, 2023.

Canaan Parish was originally developed in 1978-1979 and was a 60-unit complex of 10 two story structures. This 60-unit development was demolished in order to make room for the new 100-unit development.

In addition to the restrictions under the ELIHC program with the CHFA, the income limits for residents are restricted for 40 years under §8-30g income limits, pursuant to the Affordability Plan approved as part of the application to the P&Z Commission. At least 15% of the units will be restricted to households earning less than 60% State median income and the remaining units will be restricted to households earning less than 80% State median income.

#### **8) LIST OF ALL UNITS CONTRIBUTING TO HUE POINTS:**

186 Lakeview Avenue      Building 1      60 units, 49 Units Claimed

**9) TABLE OF POINTS:**

<b>Type of Unit</b>	<b># of Units</b>	<b>Housing Unit-Equivalency Point Value Per Unit</b>	<b>Total Housing Unit-Equivalency Points</b>
Family units, rented, that are restricted to households with annual income no more than:			
<ul style="list-style-type: none"> <li>• 80% of (state) median income <ul style="list-style-type: none"> <li>◦ 1 and 2 BRs</li> </ul> </li> </ul>	34	1.5	51
<ul style="list-style-type: none"> <li>• 60% of (State) median income <ul style="list-style-type: none"> <li>◦ 1 and 2 BRs</li> <li>◦ 3 BRs</li> </ul> </li> </ul>	7	2.00	14
	8	2.25	18
<b>TOTAL</b>	49		<b>83 HUE Points</b>



## 10) LIST OF INCLUDED DOCUMENTATION OF AFFORDABILITY RESTRICTION:

Documents justifying the claim of 84 housing-unit equivalent points for 41 rental units in Building 1 (186 Lakeview Avenue) are listed in the table that follows, further explained in the bullets below. Restrictions in documents filed in the New Canaan Planning and Zoning Department records ensure that rents for the Canaan Parish apartments are established under “enforceable obligations” that are “binding at the time of application for at least the duration required by section §8-30g at the time of the submission to the commission.”

References to the establishment of affordable rents in the financing documents listed in the table refer to “Area Median Gross Income in the federal regulations, which is defined as “income determined by the Secretary of the Treasury in a manner consistent with determinations under Section 8 of the United States Housing Act of 1937, as amended ....”

The documents listed in the table contain at least the following restrictions:

- The ELIHC (Extended Low-Income Housing Commitment) with the Connecticut Housing Finance Authority limits rents to “Qualified Persons” defined as “individuals and families who ... are of low income, having an annual income not exceeding sixty percent of area median gross income ... within the meaning of the [federal] Code ...”
- The “Affordability Plan for Canaan Parish Redevelopment, Submission Draft July 2018” was submitted to the New Canaan Planning & Zoning Commission as part of the application for approval of the development, along with its application to the Town of New Canaan for approval of a regulation amendment, rezoning, and site plan approval. The Site Plan for the development, the text amendment and the zoning map amendment were all adopted by the P&ZC on August 18, 2018.
- Resolution 21-01 adopted by the Housing Authority of New Canaan titled “Canaan Parish 8-30g Income Limits Commitment” dated 10/6/2021 references the Affordability Plan’s conformance to 8-30g, rental restriction of 40 years and use of State Median Income levels.

Following the table are copies of each document.

Document	Description	Notes
Certificate of Occupancies & 8-30H Certification		
Zoning Regulation	New Section 5.9 "Canaan Parish Housing Zone", effective date 9/20/2018	Section 5.9.H references income limitations under 8-30g and the 40-year rental restriction term as zoning requirements
Zoning Resolution	P&ZC adopted approvals for: - Zoning Text Amendment - Zoning Map Amendment - Site Plan Approval	Adopted 9/20/2018
Affordability Plan	July 2018	Page 2 references "assisted housing" that will be rented at 8-30g income levels for a rental term of 40 years
Ground Lease	Second Amendment to Ground Lease -Vol 1002 / Pgs 43-63	Page 1 references a lease extension to May 2081.
Financing/Assistance Agreement	Rental Assistance Demonstration (RAD) Use Agreement -Vol 1002 / Pgs 83 – 90	Reference to "long-term, project-based Section 8 rental assistance."  Initial 20-year term

Recorded Covenant	Land Use Restriction Agreement Vol 1022 Pgs 196 - 220	Page 5 reference to Low Income unit as 60% of AMI and the “Qualified Project Period”
Financing/Assistance Agreement	ELIHC with CHFA Vol 1022 Pgs 221 - 234	Pgs 2 and 3 reference to “Qualified Persons” at 50% and 80% AMI  Pg 3 reference to “Extended Use Period” for 40 years
Housing Authority of New Canaan Resolution 21-01	Dated 10/6/21 Vol 1052 Pgs 176 – 200	References the Affordability Plan’s conformance to 8-30g, rental restriction of 40 years and use of State Median Income levels



# CERTIFICATE OF USE AND OCCUPANCY

## Town of New Canaan

77 Main Street, New Canaan CT 06840

PHONE 203 594-3012, FAX 203 594-3121

Address: 186 LAKEVIEW AVE  
NEW CANAAN, CT 06840

Certificate of Occupancy Date: 06/08/2023

---

CO Number: BP-20-00495  
M/B/L: R/213/613/TAX

---

**THIS IS TO CERTIFY THAT THE BUILDING LOCATED AT 186 LAKEVIEW AVE IS COMPLETED IN ACCORDANCE WITH BUILDING PERMIT NUMBER BP-20-00495 AND WAS INSPECTED TO THE BEST OF OUR KNOWLEDGE AND DETERMINED TO SUBSTANTIALLY COMPLY WITH THE CONNECTICUT STATE BUILDING CODE.**

---

Built under 2018 State Building Code  
Use Group: Permit Issued: 08/24/2020

Permit Project Description

BUILDING # 1-NEW CONSTRUCTION. "60 DWELLING UNITS, 108 BEDROOMS, 100 FULL BATHS, 1808 SF OF FINISHED BASEMENT, COVERED PARKING-19 SPACES, OPEN DECK (3-410 SF EACH UNIT) AND RETAINING WALLS." MAY 10, 2022-TEMP CO ISSUED.

---

CHIEF BUILDING OFFICIAL



# CERTIFICATE OF USE AND OCCUPANCY

## Town of New Canaan

77 Main Street, New Canaan CT 06840

PHONE 203 594-3012, FAX 203 594-3121

Address: 186 LAKEVIEW AVE  
NEW CANAAN, CT 06840

Certificate of Occupancy Date: 06/08/2023

---

CO Number: BP-20-01047  
M/B/L: R/213/613/TAX

---

**THIS IS TO CERTIFY THAT THE BUILDING LOCATED AT 186 LAKEVIEW AVE IS COMPLETED IN ACCORDANCE WITH BUILDING PERMIT NUMBER BP-20-01047 AND WAS INSPECTED TO THE BEST OF OUR KNOWLEDGE AND DETERMINED TO SUBSTANTIALLY COMPLY WITH THE CONNECTICUT STATE BUILDING CODE.**

---

Built under 2018 State Building Code  
Use Group: SFH Permit Issued: 02/24/2022

Permit Project Description

BUILDING # 2-NEW CONSTRUCTION. "40 DWELLING UNITS, APPROX 60 BEDROOMS, 5,500 SQ OF FINISHED BASEMENT (ELEVATOR LOBBY, ASSEMBLY, OFFICES, UTILITY), COVERED PARKING-12 SPACES, 35-40 SF/EACH UNIT OPEN DECK, RETAINING WALLS." 11/23/22-TEMPORARY CO ISSUED.

---

CHIEF BUILDING OFFICIAL

**CERTIFICATION OF CERTIFICATES OF OCCUPANCY**  
**New Canaan Application for**  
**State Certificate of Affordable Housing Completion**

I hereby certify that valid Certificates of Occupancy have been issued and are currently in effect for the following residential developments which contain affordable housing units within the Town of New Canaan as per the dates indicated and as shown on the copies of the certificates attached.

**Date Issued**

**186 Lakeview Avenue (Building 1)**

06/08/2023

60 affordable units

(49 being counted for this application)

**186 Lakeview Avenue (Building 2)**

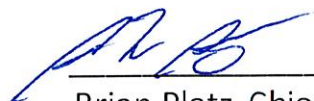
06/08/2023

40 affordable units

State of Connecticut

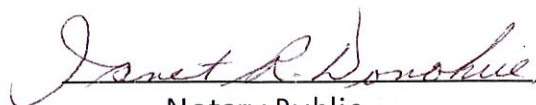
ss: New Canaan

County of Fairfield



Brian Platz, Chief Building Official

Personally appeared Brian Platz, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed before me.



Notary Public

Dated: December 5, 2023

**COMPLIANCE CERTIFICATION AFFIDAVIT**  
**Pursuant to Sec. 8-30h of the Connecticut General Statutes**

**Connecticut General Statutes. Sec. 8-30h. Annual certification of continuing compliance with affordability requirements. Noncompliance.**

On and after January 1, 1996, the developer, owner or manager of an affordable housing development, developed pursuant to subparagraph (B) of subdivision (1) of subsection (a) of section 8-30g, that includes rental units shall provide annual certification to the commission that the development continues to be in compliance with the covenants and deed restrictions required under said section.

If the development does not comply with such covenants and deed restrictions, the developer, owner or manager shall rent the next available units to persons and families whose incomes satisfy the requirements of the covenants and deed restrictions until the development is in compliance.

The commission may inspect the income statements of the tenants of the restricted units upon which the developer, owner or manager bases the certification. Such tenant statements shall be confidential and shall not be deemed public records for the purposes of the Freedom of Information Act, as defined in section 1-200.

\*\*\*\*\*

To: New Canaan Planning and Zoning Department 77 Main Street New Canaan, CT

From: Frederick Ross, Compliance Manager  
 Westmount Management, 36 Park Place, Branford, CT 06405

Development Name/Address: Canaan Parish – 186 Lakeview Avenue Buildings 1 & 2

I/We hereby certify that the one hundred (100) units in the 100% affordable “set-aside” development (**see detailed information on the attached sheets**), are restricted under an Affordability Plan filed in the office of the Planning & Zoning Department, that the units are restricted in compliance with that Plan for a period of 40 years from the date of the issuance of the Certificate of Occupancy for each of the units, and that, therefore, the development continues to be in compliance with the restrictions required under Connecticut General Statutes Section 8-30g.

I have ascertained to the best of my knowledge that the required income limits for tenants have been met. The occupant(s) have provided the appropriate supporting documentation from which I verified their income.

State of Connecticut

ss New Canaan

County of Fairfield

  
 Compliance Manager

Personally appeared Frederick Ross, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed before me.

McGehee 2 Mills  
 (Name)

Commissioner of the Superior Court  
 (or Notary Public)

Dated: 12/4/2023

My Commission Expires  
2/29/24



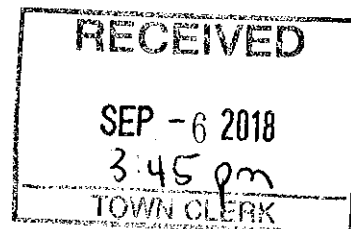
## TOWN OF NEW CANAAN

TOWN HALL, 77 MAIN STREET  
NEW CANAAN, CT 06840

TEL: (203) 594-3046


LYNN BROOKS AVNI, AICP  
TOWN PLANNER/  
SR. ENFORCEMENT OFFICER

## Memorandum



September 7, 2018

To: Claudia Weber, Town Clerk

From: Lynn Brooks Avni, AICP **RE: Amendment to the Zoning Regulations**

At its regularly scheduled meeting held on August 28, 2018, the Planning and Zoning Commission approved an amendment to **Section 5.9 Canaan Parish Housing Zone** of the New Canaan Zoning Regulations.

The effective date is September 20, 2018.

---

END



## **SECTION 5.9. CANAAN PARISH HOUSING ZONE (NEW)**

### **A. Purpose**

The Canaan Parish Housing Zone is intended to increase economic diversity of housing types in New Canaan by allowing a small, well-designed and landscaped multi-family development.

### **B. Properties Eligible for Rezoning to Canaan Parish Housing Zone**

To be eligible for rezoning to Canaan Parish Housing Zone, a parcel or parcels to be merged must total at least four (4.0) acres and have no less than 200 feet of frontage on Lakeview Avenue.

### **C. Uses Permitted by Site Plan Approval**

Multi-family residential dwellings with a maximum of sixty-five (65) units per building, with a total density of not more than thirty (30) units per gross acre.

### **D. Accessory Uses Permitted by Site Plan Approval**

1. Free-standing garage structures of not more than six spaces, with a minimum side yard of ten (10) feet.
2. Home offices and minor home occupations allowed by Sections 3.3.A.4 and 3.3.B.4.
3. Free-standing bus shelter structure with no front yard minimum.
4. Clubhouse/community space for use by tenants.

### **E. Dimensional Standards**

#### **1. Lot-Related Standards**

Maximum building coverage	30 percent
Maximum combined impervious coverage	65 percent

#### **2. Principal Building Standards**

Maximum height (vertical distance from average grade of building to highest mean elevation between highest ridge and lowest corresponding eave)	<b>56 feet</b>
Maximum total height	<b>67 feet</b>
Maximum stories (a ground-level parking area shall not constitute a story)	<b>4.0 stories</b>
Minimum front yard	10 feet
Minimum side yard	12 feet
Minimum rear yard	15 feet
Minimum separation distance between buildings	5 feet
Parking	<b>1.5 spaces per apartment home</b>

### **F. Site Plan Standards**

1. In accordance with Subsection 3.6.C, new construction or renovation of the exterior of any multi-family residential building or any detached garage shall be reviewed using the criteria set forth in subsection 6.12.D of these Regulations.
2. All dwelling units and other uses shall be located within the sewer district, and shall be connected to public water.
3. Driveways and entrance and exit drives shall:
  - a. have a minimum width of eighteen (18) feet for two-way travel and twelve (12) feet for one-way travel;

- b. be surfaced with asphalt or another suitable non-erodible surface; and
  - c. be laid out so as to prevent traffic hazards and nuisances.
- 4. Parking stalls shall be nine (9) feet wide and twenty (20) feet long, and the site plan shall provide for driving aisles at least twenty-four (24) feet wide.
- 5. Exterior lighting shall:
  - a. be provided and maintained at all access points to streets, parking areas, building entrances, and elsewhere where required for the safety of vehicular or pedestrian traffic;
  - b. not be directed into any abutting properties; and
  - c. comply with Section 6.11.
- 6. Sidewalks shall:
  - a. have a minimum width of four (4) feet;
  - b. be concrete, brick, or other surface acceptable to the Commission; and
  - c. be provided between dwelling units and parking areas, streets, and driveways.
- 7. Retaining walls shall:
  - a. have a maximum height of fifteen (15) feet;
  - b. when tiered, be separated by at least four (4) feet;
  - c. be no closer to a side property line than one (1) foot;
  - d. have a surface treatment/appearance that is suitable to a residential development; and shall be screened from abutting property by planting or landscaping.
- 8. Stormwater Management: In addition to compliance with Section 6.4.J of these Regulations, applicant shall use Low Impact Design practices and techniques to the maximum extent possible.
- 9. Grading, Excavation, Soil Disturbance.
  - a. Excavating, grading, or soil disturbance, including removal of trees and vegetative ground cover, shall occur only as specifically approved by the Commission as part of site plan approval, and shall be granted only as essential to the construction or alteration of residential and accessory buildings, and installation of driveways, utilities, or amenities.
  - b. The applicant shall provide the Commission, in connection with its site plan application, a calculation and specification of the amount, lateral extent, and depth of earth materials to be excavated; materials to be reused on-site; materials to be imported; and a net cut/fill calculation.
  - c. The application erosion control plan shall specifically address controls tailored to the amount, location, and timetable for cut, fill, excavation, and import/ export.
  - d. The applicant shall comply with the provision of Section 6.4.H and 6.4.1 of these Regulations.

#### **G. Standards and Regulations for Household Income and Sale/Resale Price Limitations**

A development in a Canaan Parish Housing Zone shall be either a "set aside development" or "assisted housing" in compliance with General Statutes § 8-30g.

## H. Affordable Apartment Home Requirements

The purpose of the Canaan Parish Housing Zone is to facilitate a residential community containing household income/price-restricted dwellings that comply with § 8-30g of the General Statutes. The following requirements shall apply:

1. Affordable apartment homes shall be of a construction quality that is comparable to a baseline specification for market-rate homes (if any) within the community. The Affordability Plan shall identify the locations within the community of the affordable apartment homes.
2. Calculation of the maximum monthly payment for affordable apartment homes, so as to satisfy General Statutes § 8-30g, shall utilize the median income data as published by the U.S. Department of Housing and Urban Development in effect on the day a lease is executed.
3. The maximum monthly payment that the owner of an affordable apartment home shall pay shall not be greater than the amount that will preserve such unit as defined in General Statutes § 8-30g.
4. An affordable apartment home shall be occupied only as a principal residence. Sub-leasing of affordable apartment homes shall be prohibited.
5. Notice of availability of the apartment homes shall be provided by advertising such availability in the real estate section of a newspaper of general circulation in the Town of New Canaan, by providing notice to the New Canaan Town Council, the New Canaan Town Clerk, and the New Canaan Planning and Zoning Commission, and through the procedures outlined in the affirmative fair housing marketing plan in the Affordability Plan.
6. Each lease for an affordable apartment home will contain substantially the following provision:  

"This apartment home is an affordable housing unit and is therefore subject to a limitation at the date of leasing and occupancy on the maximum annual income of the household that may occupy the apartment home, and is subject to a limitation on the maximum monthly rent. These limitations shall be strictly enforced, and may be enforced by the zoning enforcement authority of New Canaan."
7. The forty (40) year affordability period shall be calculated separately for each affordable apartment home in a Canaan Parish Housing Zone, and the period shall begin on the date, as stated in the lease, of occupancy of the affordable apartment home.
8. A violation of the Regulations contained in this Section shall not result in a forfeiture or reversion of title, but the New Canaan Planning and Zoning Commission or its designated agent shall otherwise retain all enforcement powers granted by the Connecticut General Statutes, including the authority under § 8-12 to issue notices of violation, to impose fines, and to seek injunctive relief.

## I. Conflicts

Where any provision of this Section conflicts with any other provisions of the New Canaan Zoning Regulations, the provisions of this Section shall govern.

## J. Submission Requirements

1. As applicant seeking approval of a site plan for a Canaan Parish Housing Zone development shall submit all information required by Section 8.2 of these Regulations.
2. The applicant shall also submit an Affordability Plan explaining how household income and rental price limits will be calculated and administered, and how the development will comply with General Statutes § 8-30g.



# TOWN OF NEW CANAAN

TOWN HALL, 77 MAIN STREET  
NEW CANAAN, CT 06840

LYNN BROOKS AVNI, AICP  
TOWN PLANNER/  
SR. ENFORCEMENT OFFICER

TEL: (203) 594-3046  
lynn.brooksavni@newcanaanct.gov

September 10, 2018

Timothy S. Hollister  
Shipman & Goodwin, LLP  
One Constitution Plaza  
Hartford, CT 06103-1919

**RE: Certificate of Decision: Site Plan, Text Amendment & Change in Zoning Boundary Applications**

Dear Mr. Hollister:

Attached, please find the Certificate of Decision regarding your Site Plan application. The application was approved with conditions by the Commission at a regular meeting held on August 28, 2018.

The Certificate of Decision was filed with the Town Clerk of the Town of New Canaan on September 7, 2018 and was advertised in the legal notice section of the New Canaan Advertiser on September 6, 2018.

In addition, the Commission also approved a text amendment to the zoning regulations, to add new Section 5.9, and a change in zoning boundary. Those decisions were also advertised in the legal notice section of the New Canaan Advertiser on September 6, 2018 and are effective September 20, 2018.

The corresponding zoning boundary map is required to be filed and recorded by Town Clerk prior to the effective date of September 20, 2018.

Should you wish to appeal this decision you have fifteen (15) days from the date of publication to do so.

Sincerely,

Lynn Brooks Avni, AICP  
Town Planner/Sr. Enforcement Officer

cc: David R. McCarthy/Heritage Housing, Inc.

Enclosures



# **SITE PLAN APPLICATION**

RECEIVED  
TAB 4  
JUL 02 2018  
NEW CANAAN  
PLANNING & ZONING

The undersigned owner(s) of record hereby apply for a SITE PLAN APPROVAL as to certain Real Estate located at:

ADDRESS: 186 Lakeview Avenue, New Canaan 06840

Owner's Name: Town of New Canaan Address: 77 Main Street, New Canaan, CT 06840

Applicant's Name: New Canaan Neighborhoods, Inc., and Canaan Parish Redevelopment, LLC Phone #: (203) 838-3388

Address: 186 Lakeview Avenue, New Canaan, CT 06840

Applicant's Email Address: dmccarthy@heritagehousinginc.com

**ZONING DISTRICT** Canaan Parish Housing Zone as shown in the New Canaan Land Records: **VOLUME 91, PAGE 292**  
And more particularly described by bounding owners as follows:

Northerly by: Town Close Associates Limited Partnership

Southerly by: Lakeview Avenue

Easterly by: New Norwalk Road (Route 123)

Westerly by: Town Close Associates Limited Partnership

MAP # R

BLOCK # 213

LOT # 613

I am requesting a SITE PLAN APPROVAL of Section(s) 5.9 described as follows:

Demolition of 60 residential apartments in four buildings; construction of one building with 40 units and one building with 60 units; final development consisting of 100 residential apartment homes in two buildings (mix of one, two and three bedroom units with a community room in one building)

\*You must attach a detailed statement describing the existing and proposed use or uses. See Tab 2.

Were Special Permits or Variances previously granted for this property? YES (X) NO ( ) If yes, attach Cert. of Decision(s).

PRINT: Timothy S. Hollister

SIGNED: Timothy S. Hollister

Authorized Agent

Authorized Agent

Official Use Only

Date of Receipt: 7/2/18

Hearing Date(s): 7/31/18

Decision Date:

I, Jean Grzelecki, Secretary of the Planning & Zoning Commission of the Town of New Canaan, hereby certify that at a meeting of said Commission duly held on \_\_\_\_\_, said Commission by resolution voted:

- ☒ 1. Was a Public Hearing required for this application?
- ☐ 2. That said Site Plan Application is DENIED.
- ☒ 3. That said Site Plan Application is GRANTED in accordance with the approved plans unless modified herein.
- ☒ 4. That notice of such Action is published as required.
- ☒ 5. Conditions, modifications, or restrictions:

1. Effective date is September 21, 2018.
2. That the commission shall have ten (10) business days to provide the applicant with feedback and opportunity for discussion with respect to building height, design elements and landscaping The comments will be provided to the Town Planner who will provide same to the Applicant.
3. The Applicant shall submit revised drawings that address all the issues raised by the Fire Marshall and agreed to by the Applicant in advance of the opening of the public hearing.

Jean N. Grzelecki  
Jean N. Grzelecki, Secretary

9/6/18  
Publication Date

Received for Record at New Canaan, CT  
On 09/07/2018 At 2:34:55 pm

Claudia A. Weber

**CANAAN PARISH  
LAKEVIEW AVENUE  
NEW CANAAN, CONNECTICUT**

**Affordability Plan for Canaan Parish Redevelopment**

**July 2018**

**Submitted by Canaan Parish Redevelopment, LLC  
to the New Canaan Planning and Zoning Commission**

**PREPARED BY:**

Scott Hobbs, Chair  
shobbs48@icloud.com  
Housing Authority of the Town of  
New Canaan  
57 Millport Avenue  
New Canaan, CT 06840  
(203) 966-6006

Timothy S. Hollister  
thollister@goodwin.com  
Mary Jo Blain Andrews  
mandrews@goodwin.com  
Shipman & Goodwin LLP  
One Constitution Plaza  
Hartford, CT 06103-1919  
(860) 251-5000

David R. McCarthy  
dmccarthy@heritagehousinginc.com  
Heritage Housing, Inc.  
18 Marshall Street  
Suite B-100  
South Norwalk, CT 06854  
(203) 838-3388

## INTRODUCTION

Canaan Parish Redevelopment, LLC ("CPR"), which is a joint venture of New Canaan Neighborhoods, LLC and the Housing Authority of the Town of New Canaan ("HANC"), submits this Affordability Plan (the "Plan") for the Canaan Parish Redevelopment ("Canaan Parish") at 186 Lakeview Avenue, in conjunction with its application to the Town of New Canaan for approval of a regulation amendment, rezoning, and site plan approval for Canaan Parish, a residential redevelopment of 5.02 acres.

Under this Plan, one hundred (100) newly-constructed apartment homes will meet or exceed the criteria for affordable housing as defined in Connecticut General Statutes ("General Statutes") § 8-30g(a). This Plan satisfies the requirements of § 8-30g and describes how affordability restrictions required by General Statutes § 8-30g will be administered. The Canaan Parish redevelopment, when completed in compliance with the land use approvals requested, will consist of one hundred (100) apartment homes in nine buildings.

This Plan complies with General Statutes § 8-30g as amended by Public Act 00-206, as well as the federal and state Fair Housing Acts.

The Town of New Canaan (the "Town"), acting by its Planning and Zoning Commission (the "Commission"), shall be a party to this Plan. As such, the Town shall have the right to monitor said Plan and to enforce the terms and conditions of this Plan.

## DEFINITIONS

**"Community" or "Lakeview Avenue"** – means Canaan Parish, a residential rental redevelopment, approved by the Commission, whose boundary is described in Schedule A.

**"Affordable Apartment Home"** – means an apartment home within the Canaan Parish redevelopment that is subject to long-term restrictions as set forth in this Plan.

**"Developer"** – means Canaan Parish Redevelopment, LLC, or its successors and assigns.



## **AFFORDABILITY PLAN FOR CANAAN PARISH**

### **I. Homes Designated As Affordable Apartment Homes.**

Within Canaan Parish, all apartment homes will qualify as "assisted housing" under General Statutes § 8-30g, and will be rented to a household or family whose annual income is equal to or less than eighty percent (80%) of the median income as defined in § 8-30g-1(10) of the Regulations of Connecticut State Agencies. Because Canaan Parish will be financed at least in part through the federal Low Income Housing Tax Credit ("LIHTC") program, the applicant reserves the right, subject to the Commission's approval, to conduct leasing at lower / more § 8-30g compliant levels. It is the intention of this Plan that all units within Canaan Parish redevelopment will qualify for "moratorium points" within the meaning of General Statutes § 8-30g( ).

### **II. Forty Year Period.**

The Affordable Apartment Homes shall comply with this Plan for a minimum of forty (40) years. The forty (40) year affordability period shall be calculated separately for each Affordable Apartment Home, which calculation shall begin on the first day of occupancy as provided for in the lease for that Affordable Apartment Home. The HANC reserves the right to extend this affordability period without further approvals.

### **III. Nature Of Construction Of Affordable Apartment Homes.**

Within Canaan Parish, Affordable Apartment Homes shall be no less than the square footage set forth in the approved site plan, as on file with the Commission, and shall be, at a minimum, constructed in conformance with the specifications referenced in Schedule B of this Plan.

### **IV. Entity Responsible For Administration And Compliance.**

This Plan will be administered by CPR or its designees, successors, and assigns ("Administrator"). CPR represents that its staff has the experience necessary to administer this Plan. The Administrator shall submit a written status report to the Commission on compliance with this Plan annually on or before January 31 as per General Statutes § 8-30h of the following year. The role of Administrator may be transferred or assigned to another entity, provided that such entity has the experience and qualifications to administer this Plan. In the event of any assignment of the role of Administrator, CPR as the case may be, or its successors will provide prior written notice to the Commission. The Administrator shall not allow to be recorded on the land records or otherwise imposed on an approved site plan any private restriction or covenant that will or may conflict with any obligation or procedure stated in this Plan. Such



administration shall expressly include but not be limited to oversight and reporting to ensure ongoing compliance with the maximum rental and maximum rental price stated in Section X of this Plan.

**V. Notice Of Initial Rental Of Affordable Apartment Homes.**

Except as provided in Section IX, the Administrator shall provide notice of the initial availability for rental of each Affordable Apartment Home. Such notice shall be provided, at a minimum, by advertising at least two times in a newspaper of general circulation in the Town. The Administrator shall also provide such notice to the HANC. Such notice shall include a description of the available Affordable Apartment Home(s), the eligibility criteria for potential tenants / purchasers, the maximum rent (as hereinafter defined), and the availability of application forms and additional information. All such notices shall comply with the federal Fair Housing Act, 42 U.S.C. §§ 3601 *et seq.* and the Connecticut Fair Housing Act, General Statutes §§ 46a-64b, 64c (together, the "Fair Housing Acts").

**VI. Affirmative Fair Housing Marketing Plan.**

The rental of Affordable Apartment Homes in Canaan Parish shall be publicized, utilizing all applicable state and federal regulations for affirmative fair housing marketing programs as guidelines. The Administrator shall also comply with the affirmative fair marketing requirements of the Connecticut Housing Finance Authority and the State of Connecticut Department of Housing.

**VII. Application Process.**

A family or household seeking to rent one of the Affordable Apartment Homes ("Applicant") must complete an application to determine eligibility. The application form and process shall comply with all applicable state and federal regulations for affirmative fair housing marketing programs. The Administrator shall also assure that the application form and process comply with the applicable affirmative fair marketing requirements.

**A. *Application Form.***

The application form shall be provided by the Administrator and shall include an income pre-certification eligibility form and an income certification form. In general, income for purposes of determining an Applicant's qualification shall include the Applicant family's total anticipated income from all sources for the twelve (12) month period following the date the application is submitted ("Application Date"). If the Applicant's financial disclosures indicate that the Applicant may experience a significant change in the Applicant's future income during the twelve (12) month period, the Administrator shall not consider this change unless there is a reasonable assurance that the change will in fact occur. The Applicant's income need not be re-

verified after the time of initial purchase / rental. In determining what is and is not to be included in the definition of family annual income, the Administrator shall use the criteria set forth by HUD and listed on Schedule D, attached.

*B. Applicant Interview.*

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

1. Review with the Applicant all the information provided on the application.
2. Explain to the Applicant the requirements for eligibility, verification procedures, and the penalties for supplying false information.
3. Verify that all sources of family income and family assets have been listed in the applicant. The term "family" shall be as defined by the Zoning Regulations of the Town of New Canaan.
4. Request the Applicant to sign the necessary release forms to be used in verifying income. Inform the Applicant of what verification and documentation must be provided before the application is deemed complete.
5. Inform the Applicant that a certified decision as to eligibility cannot be made until all items on the application have been verified.

*C. Verification of Applicant's Income.*

Where it is evident from the income certification form provided by the Applicant that the Applicant is not eligible, additional verification procedures shall not be necessary. However, if the Applicant appears to be eligible, the Administrator shall issue a pre-certification letter. The letter shall indicate to the Applicant and the Administrator that the Applicant is income eligible, subject to the verification of the information provided in the Application. The letter will notify the Applicant that he / she will have thirty (30) days to submit all required documentation.

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

**VIII. Prioritization Of Applicants For Initial Rental.**

First priority for the initial (but not subsequent) rental of the Affordable Apartment Homes at Canaan Parish shall be afforded to employees of the Town of New Canaan. "Employee of the Town" shall mean a full-time employee of the Town or of the New Canaan Board of Education.

**IX. Maximum Rental Price.**

As set forth above, it is expected that the Canaan Parish redevelopment will be financed in part through the LIHTC program. As such, the Administrator will administer the units in compliance with the maximum household income, maximum monthly rent, and other program limits and requirements. As to any units not covered by LIHTC rules, the following formula shall be applicable, the intent being that all units will be § 8-30g compliance and will qualify for moratorium points. Calculation of the maximum rental price for an Affordable Apartment Home, so as to satisfy General Statutes § 8-30g, shall utilize the lesser of the area median income data for the Town or the statewide median income as published by HUD as in effect on the day a lease is signed by the lessee of the Affordable Apartment Home. The maximum rental price shall be calculated as follows:

**ONE BEDROOM RENTAL UNIT FOR  
FAMILY EARNING LESS THAN 60 PERCENT  
OF STATEWIDE MEDIAN INCOME**

**SAMPLE  
COMPUTATIONS BASED  
ON FY 2018 DATA**

1. Determine lower of relevant year (2018) area median income for Stamford-Norwalk, CT HMFA (\$134,900) or statewide median income (\$96,300), adjusted for family size (family of 4), as published by HUD	\$96,300
2. Determine adjusted income for a household of 1.5 persons by calculating 75 percent of Item 1	\$72,225
3. Calculate 60 percent of Item 2	\$43,335
4. Calculate 30 percent of Item 3, representing maximum portion of a family's income that may be used for housing	\$13,001
5. Divide Item 4 by 12 to determine maximum monthly housing expense	\$1,083
6. Compare HUD 2018 Fair Market Rents for Stamford-Norwalk, CT HMFA	\$1,571
7. Use lesser of calculated maximum monthly expense (Item 5) and HUD fair market rent (Item 6)	\$1,083
8. Determine by reasonable estimate monthly expenses for heat and utility costs, excluding telephone and cable television but including any fee required for all tenants (tenant responsible for such expenses)	\$125
9. Subtract reasonable monthly expenses (Item 8) from maximum housing expense (Item 7) to determine maximum amount available for rent	\$958

**ONE BEDROOM RENTAL UNIT FOR  
FAMILY EARNING LESS THAN 80 PERCENT  
OF STATEWIDE MEDIAN INCOME**

**SAMPLE  
COMPUTATIONS BASED  
ON FY 2018 DATA**

1. Determine lower of relevant year (2018) area median income for Stamford-Norwalk, CT HMFA (\$134,900) or statewide median income (\$96,300), adjusted for family size (family of 4), as published by HUD	\$96,300
2. Determine adjusted income for a household of 1.5 persons by calculating 75 percent of Item 1	\$72,225
3. Calculate 80 percent of Item 2	\$57,780
4. Calculate 30 percent of Item 3, representing maximum portion of a family's income that may be used for housing	\$17,334
5. Divide Item 4 by 12 to determine maximum monthly housing expense	\$1,445
6. Compare HUD 2018 Fair Market Rents for Stamford-Norwalk, CT HMFA (\$1,571) times 120 percent	\$1,885
7. Use lesser of calculated maximum monthly expense (Item 5) and HUD fair market rent (Item 6)	\$1,445
8. Determine by reasonable estimate monthly expenses for heat and utility costs, excluding telephone and cable television but including any fee required for all tenants (tenant responsible for such expenses)	\$125
9. Subtract reasonable monthly expenses (Item 8) from maximum housing expense (Item 7) to determine maximum amount available for rent	\$1,320



**TWO BEDROOM RENTAL UNIT FOR  
FAMILY EARNING LESS THAN 80 PERCENT  
OF STATEWIDE MEDIAN INCOME**

**SAMPLE  
COMPUTATIONS BASED  
ON FY 2018 DATA**

1. Determine lower of relevant year (2018) area median income for Stamford-Norwalk, CT HMFA (\$134,900) or statewide median income (\$96,300), adjusted for family size (family of 4), as published by HUD	\$96,300
2. Determine adjusted income for a household of 3 persons by calculating 90 percent of Item 1	\$86,670
3. Calculate 80 percent of Item 2	\$69,336
4. Calculate 30 percent of Item 3, representing maximum portion of a family's income that may be used for housing	\$20,801
5. Divide Item 4 by 12 to determine maximum monthly housing expense	\$1,733
6. Compare HUD 2018 Fair Market Rents for Stamford-Norwalk, CT HMFA (\$1,986) times 120 percent	\$2,383
7. Use lesser of calculated maximum monthly expense (Item 5) and HUD fair market rent (Item 6)	\$1,733
8. Determine by reasonable estimate monthly expenses for heat and utility costs, excluding telephone and cable television but including any fee required for all tenants (tenant responsible for such expenses)	\$150
9. Subtract reasonable monthly expenses (Item 8) from maximum housing expense (Item 7) to determine maximum amount available for rent	\$1,583

**TWO BEDROOM RENTAL UNIT FOR  
FAMILY EARNING LESS THAN 60 PERCENT  
OF STATEWIDE MEDIAN INCOME**

**SAMPLE  
COMPUTATIONS BASED  
ON FY 2018 DATA**

1. Determine lower of relevant year (2018) area median income for Stamford-Norwalk, CT HMFA (\$134,900) or statewide median income (\$96,300), adjusted for family size (family of 4), as published by HUD	\$96,300
2. Determine adjusted income for a household of 3 persons by calculating 90 percent of Item 1	\$86,670
3. Calculate 60 percent of Item 2	\$52,002
4. Calculate 30 percent of Item 3, representing maximum portion of a family's income that may be used for housing	\$15,601
5. Divide Item 4 by 12 to determine maximum monthly housing expense	\$1,300
6. Compare HUD 2018 Fair Market Rents for Stamford-Norwalk, CT HMFA	\$1,986
7. Use lesser of calculated maximum monthly expense (Item 5) and HUD fair market rent (Item 6)	\$1,300
8. Determine by reasonable estimate monthly expenses for heat and utility costs, excluding telephone and cable television but including any fee required for all tenants (tenant responsible for such expenses)	\$150
9. Subtract reasonable monthly expenses (Item 8) from maximum housing expense (Item 7) to determine maximum amount available for rent	\$1,150

**THREE BEDROOM RENTAL UNIT FOR  
FAMILY EARNING LESS THAN 80 PERCENT  
OF STATEWIDE MEDIAN INCOME**

**SAMPLE  
COMPUTATIONS BASED  
ON FY 2018 DATA**

1. Determine lower of relevant year (2018) area median income for Stamford-Norwalk, CT HMFA (\$134,900) or statewide median income (\$96,300), adjusted for family size (family of 4), as published by HUD	\$96,300
2. Determine adjusted income for a household of 4.5 persons by calculating 104 percent of Item 1	\$100,152
3. Calculate 80 percent of Item 2	\$80,122
4. Calculate 30 percent of Item 3, representing maximum portion of a family's income that may be used for housing	\$24,036
5. Divide Item 4 by 12 to determine maximum monthly housing expense	\$2,003
6. Compare HUD 2018 Fair Market Rents for Stamford-Norwalk, CT HMFA (\$2,544) times 120 percent	\$3,053
7. Use lesser of calculated maximum monthly expense (Item 5) and HUD fair market rent (Item 6)	\$2,003
8. Determine by reasonable estimate monthly expenses for heat and utility costs, excluding telephone and cable television but including any fee required for all tenants (tenant responsible for such expenses)	\$150
9. Subtract reasonable monthly expenses (Item 8) from maximum housing expense (Item 7) to determine maximum amount available for rent	\$1,853



**THREE BEDROOM RENTAL UNIT FOR  
FAMILY EARNING LESS THAN 60 PERCENT  
OF STATEWIDE MEDIAN INCOME**

**SAMPLE  
COMPUTATIONS BASED  
ON FY 2018 DATA**

1. Determine lower of relevant year (2018) area median income for Stamford-Norwalk, CT HMFA (\$134,900) or statewide median income (\$96,300), adjusted for family size (family of 4), as published by HUD	\$96,300
2. Determine adjusted income for a household of 4.5 persons by calculating 104 percent of Item 1	\$100,152
3. Calculate 60 percent of Item 2	\$60,091
4. Calculate 30 percent of Item 3, representing maximum portion of a family's income that may be used for housing	\$18,027
5. Divide Item 4 by 12 to determine maximum monthly housing expense	\$1,502
6. Compare HUD 2018 Fair Market Rents for Stamford-Norwalk, CT HMFA	\$2,544
7. Use lesser of calculated maximum monthly expense (Item 5) and HUD fair market rent (Item 6)	\$1,502
8. Determine by reasonable estimate monthly expenses for heat and utility costs, excluding telephone and cable television but including any fee required for all tenants (tenant responsible for such expenses)	\$150
9. Subtract reasonable monthly expenses (Item 8) from maximum housing expense (Item 7) to determine maximum amount available for rent	\$1,352

**X. Principal Residence.**

Affordable Apartment Homes shall be occupied only as a tenant's principal residence. Sub-leasing by the tenant shall be prohibited.

**XI. Requirement To Maintain Condition.**

Applicant is responsible to ensure that all tenants maintain their Affordable Apartment Home. No tenant shall destroy, damage, or impair any apartment home, or allow any apartment home to deteriorate, or commit waste. When an Affordable Apartment Home is offered again for rental, the Administrator shall cause the Affordable Apartment Home to be inspected.

**XII. Change Of Income Or Qualifying Status Of Tenant Of Rental Unit.**

If the Administrator becomes aware, at the time of annual income certification or earlier, that an Affordable Apartment Home is rented to a tenant whose income exceeds the applicable qualifying maximum, or if the tenant otherwise becomes disqualified, such tenant will continue to be treated as an Affordable Apartment Home tenant. If, however, the tenant's income increases above one hundred and forty percent (140%) of the maximum allowable income, the tenant will be required to vacate the premises at the end of the lease.

**XIII. Enforcement.**

A violation of this Plan shall not result in a forfeiture of title, but the Commission shall otherwise retain all enforcement powers granted by the General Statutes, including § 8-12, which powers include, but are not limited to, the authority, at any reasonable time, to inspect the property and to examine the books and records of the Administrator to determine compliance of Affordable Apartment Homes with the affordable housing requirements.

**SCHEDULE A  
PROPERTY DESCRIPTION**

**[PREPARE FROM A-2 SURVEY]**

**[ARLENE]**

## SCHEDULE B

### MULTI-FAMILY RESIDENTIAL MARKET REPORT AND MINIMUM SPECIFICATIONS FOR AFFORDABLE APARTMENT HOMES

- 100 units, consisting of 30 one bedroom, 42 two bedroom, and 28 three bedroom units
- Unit floor areas:
  - 720 to 765 square feet for 1 bedroom
  - 1,036 to 1,136 square feet for 2 bedroom
  - 1,424 to 1,555 square feet for 3 bedroom

#### Foundation

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- Footings – poured or precast concrete with footing drain
- Frost Walls – poured or precast concrete with waterproofing and foundation coating
- Floors – poured or precast concrete

#### Exterior

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- Framing and Sheathing – as per building code
- Exterior Wall – 2" x 6"
- Interior Wall – 2" x 4"
- 60 mil EPDM
- No-maintenance vinyl siding
- Fiber cement clapboard
- Exterior weather-proof electrical outlet(s)
- Energy efficient aluminum clad wood windows
- Asphalt driveways and walks or equivalent (as specified)
- Insulation as per building code or CHFA requirements; Exterior walls U-Value: 0.051 min.; Roof U-Value: 0.032 min.

#### Interior

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- Energy efficient heating and AC system
- Addressable fire alarm system with heat detection
- Addressable direct wire smoke and CO<sub>2</sub> detectors
- Easy care vinyl clad wire closet shelving
- Pre-wired internet and cable TV outlets
- Common laundry area with washer / dryer
- Ground fault circuits in kitchen and bathrooms
- Solid core wood doors
- 9 foot high ceilings
- 8 foot high windows

**Kitchens**

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- Vinyl plank flooring
- Wood cabinets
- Energy-Star refrigerators, ovens, and dishwashers
- Solid surface countertops
- Stainless steel sink with single lever faucet
- Garbage disposal unit

**Bathrooms**

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- Wide vanity mirrors
- Medicine cabinets
- Single piece acrylic shower surrounds
- Solid surface tops
- Ceramic tile floor with waterproofing membrane

## SCHEDULE C

### DEFINITIONS AND ELEMENTS OF ANNUAL FAMILY INCOME

1. Annual income shall be calculated with reference to 24 C.F.R. § 5.609, and includes, but is not limited to, the following:
  - a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services;
  - b. The net income from operations of a business or profession, before any capital expenditures but including any allowance for depreciation expense;
  - c. Interest, dividends, and other net income of any kind from real or personal property;
  - d. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, or other similar types of periodic payments;
  - e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay;
  - f. Welfare assistance. If the welfare assistance payments include an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance to be included as income consists of the following:
    - (1) The amount of the allowance or grant exclusive of the amounts designated for shelter or utilities, plus
    - (2) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities;
  - g. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing with the Applicant (*e.g.*, periodic gifts from family members, churches, or other sponsored group, even if the gifts are designated as rental or other assistance);
  - h. All regular pay, special pay and allowances of a member of the armed forces, except combat pay as in 2.h, below;
  - i. Any assets not earning a verifiable income shall have an imputed interest income using a current average annual savings interest rate.

2. Excluded from the definition of family annual income are the following:
- a. Income from employment of children under the age of 18 (including foster children);
  - b. Payments received for the care of foster children or foster adults;
  - c. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
  - d. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
  - e. Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran in connection with education costs;
  - f. Amounts received under training programs funded by HUD;
  - g. Income of a live-in aide, as defined in 24 C.F.R. § 5.403;
  - h. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
  - i. Food stamps;
  - j. Temporary, nonrecurring or sporadic income (including gifts that are not regular or periodic).
  - k. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
  - l. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
  - m. Adoption assistance payments in excess of \$480 per adopted child;
  - n. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;
  - o. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

- p. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and
  - q. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.
3. Net family assets for purposes of imputing annual income include the following:
- a. Cash held in savings and checking accounts, safety deposit boxes, etc.;
  - b. The current market value of a trust for which any household member has an interest;
  - c. The current market value, less any outstanding loan balances of any rental property or other capital investment;
  - d. The current market value of all stocks, bonds, treasury bills, certificates of deposit and money market funds;
  - e. The current value of any individual retirement, 401 K or Keogh account;
  - f. The cash value of a retirement or pension fund which the family member can withdraw without terminating employment or retiring;
  - g. Any lump-sum receipts not otherwise included in income (*i.e.*, inheritances, capital gains, one-time lottery winnings, and settlement on insurance claims);
  - h. The current market value of any personal property held for investment (*i.e.*, gems, jewelry, coin collections); and
  - i. Assets disposed of within two (2) years before the Application Date, but only to the extent consideration received was less than the fair market value of the asset at the time it was sold.
4. Net family assets do not include the following:
- a. Necessary personal property (clothing, furniture, cars, etc.);
  - b. Vehicles equipped for handicapped individuals;
  - c. Life insurance policies;
  - d. Assets which are part of an active business, not including rental properties; and
  - e. Assets that are not accessible to the Applicant and provide no income to the Applicant.



## SCHEDULE D DOCUMENTATION OF INCOME

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

1. Employment Income.

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

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

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

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

3. Unemployment Compensation.

- a. Verification form completed by the unemployment compensation agency.

- b. Records from unemployment office stating payment dates and amounts.

4. Government Assistance.

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

5. Alimony or Child Support Payments.

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

6. Net Income from a Business.

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

- a. IRS Tax Return, Form 1040, including any:
  - (1) Schedule C (Small Business).
  - (2) Schedule E (Rental Property Income).
  - (3) Schedule F (Farm Income).
- b. An accountant's calculation of depreciation expense, computed using straight-line depreciation rules. (Required when accelerated depreciation was used on the tax return or financial statement.)
- c. Audited or unaudited financial statement(s) of the business.

- d. A copy of a recent loan application listing income derived from the business during the previous twelve (12) months.
- e. Applicant's notarized statement or affidavit as to net income realized from the business during previous years.

7. Recurring Gifts.

- a. Notarized statement or affidavit signed by the person providing the assistance. Must give the purpose, dates and value of gifts.
- b. Applicant's notarized statement or affidavit that provides the information above.

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

- a. Benefactor's written confirmation of amount of assistance, and educational institution's written confirmation of expected cost of the student's tuition, fees, books and equipment for the next twelve (12) months. To the extent the amount of assistance received is less than or equal to actual educational costs, the assistance payments will be excluded from the Applicant's gross income. Any excess will be included in income.
- b. Copies of latest benefit checks, if benefits are paid directly to student. Copies of canceled checks or receipts for tuition, fees, books, and equipment, if such income and expenses are not expected to change for the next twelve (12) months.
- c. Lease and receipts or bills for rent and utility costs paid by students living away from home.

9. Family Assets Currently Held.

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

- a. Verification forms, letters, or documents from a financial institution, broker, etc.
- b. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- c. Quotes from a stock broker or realty agent as to net amount Applicant would receive if Applicant liquidated securities or real estate.
- d. Real estate tax statements if tax authority uses approximate market value.
- e. Copies of closing documents showing the selling price, the distribution of the sales proceeds and the net amount to the borrower.

- f. Appraisals of personal property held as an investment.
- g. Applicant's notarized statements or signed affidavits describing assets or verifying the amount of cash held at the Applicant's home or in safe deposit boxes.

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

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

11. Savings Account Interest Income and Dividends.

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

12. Rental Income from Property Owned by Applicant.

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

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

- d. Lessee's written statement identifying monthly payments due the Applicant and Applicant's affidavit as to net income realized.

13. Full-Time Student Status.

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

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File# 806

Return to:  
Carmody Torrance et al  
707 Summer Street, Suite 300  
Stamford CT 06901  
Attn: Ann H. Zucker, Esq.

## **SECOND AMENDMENT TO LEASE**

**THIS SECOND AMENDMENT TO LEASE** (the "Second Amendment") is made as of this 27th day of August, 2020, by and between **TOWN OF NEW CANAAN**, a Connecticut municipal corporation, with an office at Town Hall, 2nd Floor 77 Main Street, New Canaan, CT 06840 ("**Lessor**"), and **NEW CANAAN NEIGHBORHOODS, INC.**, a Connecticut nonstock corporation with an office at 57 Millport Avenue, New Canaan, Connecticut 06840 ("**Lessee**").

### **Statement of Facts**

**WHEREAS**, Lessor and Lessee entered into a lease agreement dated May 23, 1977, as amended by that letter clarifying lease among the Lessor, Lessee, Connecticut Housing Finance Authority and the Secretary of Housing and Urban Development dated August 28, 1978 as amended by a Supplement to Lease by and between Lessor and Lessee dated September 5, 1978 and that Lease Amendment Agreement dated April 14, 2000 (as clarified, supplemented and amended, the "Lease"). The Lease covers the Premises described on Exhibit A attached hereto (the "Premises").

**WHEREAS**, Lessee has arranged for the buildings on the Premises to be demolished and for one hundred (100) affordable housing units to be constructed;

**WHEREAS**, the parties wish to amend the Lease in order to (a) extend the term of the Lease in order to accommodate the financing and potential refinancing of the new improvements, and (b) to make certain other changes to the Lease; and

**NOW, THEREFORE**, for good and valuable consideration paid by each party to the other, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms the Lease.

2. Amendments. The following sections are amended as follows:

- (a) Section 1.1. is amended by extending the term of the Lease to May 23, 2081.
- (b) Section 2.2 D. is amended and restated as follows:

"D. Lessee shall construct one hundred (100) dwelling units, or as close to that number as shall be reasonably possible."

(c) Section 13.1(e) is amended and restated as follows:

“e. The Lessee sells or assigns this lease to any party other than the Canaan Parish Redevelopment Limited Partnership without the consent or approval of the Lessor;”

3. HUD Addendum. The Lease is further amended by adding there to the HUD Addendum attached hereto as Exhibit B and made a part hereof (the “HUD Addendum”). To the extent the terms of the Lease conflict with the HUD Addendum, the terms of the HUD Addendum shall prevail.

4. No Default. The absence of tenants during any period of construction on the Premises shall not constitute an abandonment as described in Section 13. (j) and shall not constitute a default or event of default under the Lease.

5. Counterparts. This Second Amendment may be executed in any number of duplicate counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Second Amendment attached thereto. Facsimile or PDF signatures to this Second Amendment shall be deemed original signatures and shall be binding upon the parties. In the event of any such faxed or PDF'd signatures to this Second Amendment, the parties agree to exchange ink-signed originals within three (3) business days after the date of this Second Amendment.

6. Mutual Representations. Each party hereto hereby represents, covenants and warrants to the other as follows: (a) such party is a duly organized and validly existing Connecticut-based legal entity and is in good standing under the laws of the State of Connecticut; (b) that all actions necessary to authorize the execution and delivery of this Second Amendment by the proper officers of such party have been taken; (c) that this Second Amendment is a valid obligation of such party, and is binding upon and enforceable against such party in accordance with its terms; and (d) that the individual executing this Second Amendment on behalf of such party has been duly authorized and empowered to bind such party to this Second Amendment.

7. Ratification. Except as amended and/or modified by this Second Amendment, the Lease is hereby ratified and confirmed and all other terms of the Lease shall remain in full force and effect, unaltered and unchanged by this Second Amendment. All capitalized terms used in this Second Amendment and not separately defined herein shall have the same meaning as provided in the Lease. In the event of any conflict between the provisions of this Second Amendment and the provisions of the Lease, the provisions of this Second Amendment shall prevail. Whether or not specifically amended by the provisions of this Second Amendment, all of the terms and provisions of the Lease are hereby amended to the extent necessary to give effect to the purpose and intent of this Second Amendment.



8. Binding Effect. This Second Amendment is offered to Lessee for signature with the express understanding that it is not binding upon Lessor unless and until Lessor has executed and delivered a fully executed counterpart to Lessee.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first written above.

Tim J Welch  
Timothy J Welch

Berward Simpson  
BERWARD SIMPSON

LESSEE:  
NEW CANAAN NEIGHBORHOODS,  
INC.

By: Christine M. Hussey  
Name: Christine M. Hussey  
Title: President

LESSOR:  
TOWN OF NEW CANAAN

By: \_\_\_\_\_  
Name: Kevin Moynihan  
Title: First Selectman

SIGNATURE PAGE TO SECOND AMENDMENT TO LEASE BY AND BETWEEN TOWN OF NEW  
CANAAN AND NEW CANAAN NEIGHBORHOODS, INC.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first written above.

\_\_\_\_\_

**LESSEE:**  
**NEW CANAAN NEIGHBORHOODS,**  
**INC.**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Christine M. Hussey  
Title: President

Pamela Flynn  
PAMELA FLYNN

Janet R. Donohue  
Janet R. Donohue

**LESSOR:**  
**TOWN OF NEW CANAAN**

By: [Signature]  
Name: Kevin Moynihan  
Title: First Selectman

SIGNATURE PAGE TO SECOND AMENDMENT TO LEASE BY AND BETWEEN TOWN OF NEW  
CANAAN AND NEW CANAAN NEIGHBORHOODS, INC.

STATE OF CONNECTICUT)

)

ss: NEW CANAAN

COUNTY OF FAIRFIELD )

On this the 18 day of August, 2020, before me, the undersigned officer, personally appeared Christine M. Hussey, who acknowledged herself to be President of New Canaan Neighborhoods, Inc, a Connecticut nonstock corporation, and that she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand.



Commissioner of the Superior Court

Notary Public

My Commission Expires:

**PAMELLA D. MORALES**

Notary Public, State of Connecticut

My Commission Expires Feb 28, 2025

STATE OF CONNECTICUT)

)

ss: NEW CANAAN

COUNTY OF FAIRFIELD )

On this the \_\_\_\_ day of August, 2020, before me, the undersigned officer, personally appeared Kevin Moynihan, who acknowledged himself to be First Selectman of the Town of New Canaan, a Connecticut municipal corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand.

---

 Commissioner of the Superior Court

Notary Public

My Commission Expires:

SIGNATURE PAGE TO SECOND AMENDMENT TO LEASE BY AND BETWEEN TOWN OF NEW  
CANAAN AND NEW CANAAN NEIGHBORHOODS, INC.



## Exhibit A

### Property Description

All that certain piece or parcel of land, situated in the Town of New Canaan, County of Fairfield and State of Connecticut, more particularly shown and delineated as " 'I' 226,708± SQ. FT. 5.204± ACRES ("Parcel I") on a certain map entitled "MAP SHOWING LANDS OF THE TOWN OF NEW CANAAN TO BE LEASED TO NEW CANAAN NEIGHBORHOODS INC. NEW CANAAN, CONNECTICUT 'B' RESIDENCE ZONE 10.906 ACRES - 475,096± SQ. FT.," which map is filed for record on the New Canaan Land Records as Map No. 5839 ("Map 5839"), reference to Map 5839 being expressly made. Parcel I is more particularly bounded and described as follows:

EASTERLY:	620.57 feet by Connecticut State Highway Route #123 known as New Norwalk Road;
SOUTHEASTERLY:	26.16 feet by the curved intersection of New Norwalk Road with the public highway known as Lakeview Avenue;
SOUTHERLY:	227.21 feet by the public highway known as Lakeview Avenue;
WESTERLY:	30.00 feet, then
SOUTHWESTERLY:	90.00 feet, then again
WESTERLY:	200.00 feet, then again
SOUTHWESTERLY:	310.49 feet by other land of the Town of New Canaan presently being used for the Town Highway Garage, and
NORTHWESTERLY:	540.21 feet by Parcel "'II' 248,388± SQ. FT. 5.702± ACRES" on Map 5839 ("Parcel II").

Said Parcel I is also described as follows:

Beginning at a monument where same is intersected by a stonewall on the westerly side of New Norwalk Road (Route #123) and being the southeasterly corner of land of Anne C. Zavisho; thence running along the westerly side of New Norwalk Road (Route #123) the following course and distance on a curve to the right having a radius of 1870.08 feet for a length of 216.97 feet to the point or place of beginning; thence continuing along the westerly side of New Norwalk Road (Route #123) the following courses and distances on a curve to the right having a radius of 1870.08 feet for a length of 194.05 feet to a monument and:

S 14-23-40 E	426.52 feet
--------------	-------------

to a point on the northerly side of Lakeview Avenue; thence turning and running in a generally southwesterly direction along the northerly side of Lakeview Avenue the following courses and distances on a curve to the right having a radius of 20.00 feet for a length of 26.16 feet and on a

curve to the right having a radius of 620.55 feet for a length of 220.22 feet and

S 80-53-40 W	6.99 feet
--------------	-----------

to a point being a southeasterly corner of land of the Town of New Canaan; thence turning and running in a generally northwesterly direction along a generally northeasterly boundary of the Town of New Canaan the following courses and distances:

N 14-23-40 W	30.00 feet
--------------	------------

N 59-23-40 W	90.00 feet
--------------	------------

N 14-23-40 W	200.00 feet
--------------	-------------

N 49-33-10 W	104.00 feet
--------------	-------------

and N 61-30-20 W	206.49 feet
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to a point on the southeasterly boundary of Parcel II as shown on Map #5839 on file in the New Canaan Land Records; thence turning and running in a generally northeasterly direction along a generally southeasterly boundary of the aforesaid Parcel II the following courses and distances:

N 32-04-20 E	76.00 feet
--------------	------------

N 46-39-50 E	100.00 feet
--------------	-------------

and N 69-40-54 E	364.21 feet
------------------	-------------

to the point or place of beginning.

The said parcel is leased together with an easement to the occupants of dwelling units located thereon to cross, on foot, the "Conservation Area" shown on a map entitled "Subdivision Map Town of New Canaan New Norwalk Road (Route 123), Lakeview Avenue, Millport Avenue & East Avenue New Canaan, Connecticut Dated December 22, 1998 as revised Sheets 1 and 2" filed as Maps #7057 and #7058 in the office of the New Canaan Town Clerk to reach the area depicted on said Maps as "Access Easement In Favor Of The Town Of New Canaan".

Said premises are also known as 186 Lakeview Avenue, New Canaan, Connecticut (Parcel I).



**Exhibit B**  
**HUD Addendum**

{S7158196.7}

## Lease Addendum - Multifamily

U.S. Department of Housing  
and Urban Development  
Office of Housing

OMB Approval No. 2502-0598  
(Exp. 9/30/2021)

**Public Reporting Burden** for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

**Warning:** Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

Project Name: **CANAAN PARISH**

HUD Project No: **017-35323**

THIS **LEASE ADDENDUM** is attached to and made part of that certain lease agreement entered into on the 27<sup>th</sup> day of August, 2020, between **TOWN OF NEW CANAAN ("Landlord")** and **NEW CANAAN NEIGHBORHOODS, INC. ("Tenant")** (collectively, the "**Parties**") (the [**"Ground Lease"**]{**"Lease"**}) ~~{select one as applicable, corresponding to Option 1 or 2<sup>1</sup> below}.~~

The Lease Addendum is required in connection with a mortgage loan insured by the U.S. Department of Housing and Urban Development ("**HUD**") for multifamily projects pursuant to the National Housing Act, as amended, found at 12 U.S.C. § 1701, *et seq.* ("**Act**"), and made by the following HUD-approved lender, **ORIX REAL ESTATE CAPITAL, LLC, a Delaware limited liability company, ("Lender")**. The insured loan is secured by a Security Instrument on the leasehold estate set forth in the {**Ground Lease**}{**Lease**}.

The definition of any capitalized term or word used in this Lease Addendum and not otherwise defined can be found in the Security Instrument and/or Note between Lender and Tenant; or the Regulatory Agreement between Tenant and HUD. The terms "**HUD**" and "**Lender**" as used in the Lease Addendum shall also include their successors and assigns, and the Tenant is the same legal entity as the Borrower under the Security Instrument. All references to "**days**" in this Lease Addendum shall mean calendar days.

<sup>1</sup> Option 1 involves a pure ground lease of only land, with the buildings, improvements and fixtures owned in fee simple by the Tenant. Option 2 involves a leasehold estate consisting of land and buildings, improvements, alterations and fixtures now or in the future located on the land. Only one of the two options should be used as approved in writing by HUD in accordance with Program Obligations, and the other inapplicable option should be deleted and noted as "Intentionally Omitted". Deviations from this Lease Addendum are not permitted, except as expressly provided in Program Obligations.

Notwithstanding anything else in the ~~{Ground Lease}~~~~{Lease}~~ to which this Lease Addendum is attached, and for valuable consideration, the receipt and sufficiency of which the Parties hereto hereby acknowledge and agree, and to induce the Lender to make the Loan to the Tenant described in the Security Instrument, and to induce HUD to insure said Loan, so long as this leasehold estate is subject to a security instrument insured, reinsured, or held by HUD or given to HUD in connection with a resale, or the Property is acquired and held by HUD because of a default under the Security Instrument, Landlord and Tenant acknowledge and agree to the following provisions.

### **Option 1 - Ground Lease**

The leasehold estate consists of the ground (land) only; all buildings, improvements, alterations and fixtures now or in the future located thereon are owned in fee simple by the Tenant. As such, the term "**Property**" means the legally described land subject to the Ground Lease **except** the buildings, improvements, alterations and fixtures now or in the future located on the land.

1. **Compliance with HUD Requirements.** Pursuant to the Act, the following provisions may not be waived under any circumstances, whether for a new ground lease or an existing ground lease:
  - (a) the term of the Ground Lease and all other Ground Lease provisions comply with the section of the Act and related federal regulations under which the Note is endorsed for mortgage insurance;
  - (b) the Landlord owns the Property in fee simple, and the leasehold estate is granted directly by the Landlord to the Tenant;
  - (c) the leasehold estate underlying the Ground Lease constitutes a mortgageable real property interest under state law;
  - (d) the Ground Lease and related Ground Lease documents do not conflict with any Program Obligations<sup>[1]</sup> promulgated by HUD with respect to such mortgage insurance; and
  - (e) all ground rent amounts have prior written approval by HUD.
2. **Modifications.** The Ground Lease and this Lease Addendum shall not be modified without the written consent of HUD and Lender. Modifications of the Ground Lease and this Lease Addendum that are not authorized in writing by HUD and Lender are void and unenforceable.
3. **Conflict Provision.** The provisions of this Lease Addendum benefit Lender and HUD and are specifically declared to be enforceable against the parties to the Ground Lease and all other persons by Lender and HUD. In the event of any conflict, inconsistency or ambiguity between the provisions of this Lease Addendum and the provisions of any other part of the Ground Lease, the provisions of this Lease Addendum shall prevail and control.

[1] "**Program Obligations**" means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Project, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Lease Addendum rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on "HUDCLIPS," at [www.hud.gov](http://www.hud.gov).

- 4. Recording.** The full Ground Lease agreement and incorporated HUD Lease Addendum, or a memorandum of ground lease (if permitted under state law), must be recorded in the applicable land records office. If a memorandum of ground lease or a short form ground lease is to be recorded, it must set forth the following information, in addition to compliance with state law requirements:
- (a) names of the Parties;
  - (b) legal description;
  - (c) term and renewals;
  - (d) reference to the HUD Lease Addendum; and
  - (e) specific reference to HUD's option to purchase in Section 7 (unless Section 7 is expressly waived in writing by HUD in accordance with Program Obligations).
- 5. Estoppel Certificate.** As a condition of HUD's acceptance of a ground lease transaction, an estoppel certificate identifying the Ground Lease documents and signed by the Landlord, dated within thirty (30) days of the Note endorsement, must be provided to Lender and HUD at closing. The Landlord must confirm in writing to Lender and HUD that the Security Instrument is authorized, the Ground Lease is in full force and effect, there are no defaults or pending defaults under the Ground Lease or conditions that would give rise to defaults given the passage of time, and that the legal description of the Property is correct. The document must provide the language required by 24 CFR Section 200.62, and also include the "Warning" language found at the beginning of this Lease Addendum.
- Upon a reasonable request from Tenant, Lender, or HUD, Landlord further agrees to promptly provide from time to time an estoppel certificate to confirm the terms of, and no default under, the Ground Lease.
- 6. Consent for Mortgage.** Landlord agrees that the Tenant is authorized to obtain a loan, the repayment of which is to be insured by HUD and secured by the Security Instrument on this leasehold estate and the Improvements. The Tenant is further authorized to execute all documents necessary as determined by Lender or HUD and otherwise to comply with Program Obligations for obtaining such an insured loan.

*{The following Section 7 may be stricken as not applicable only if expressly waived in writing by HUD for ground lessors/landlords that are public/government entities in accordance with Program Obligations at the time of the issuance of the firm commitment for the insured project loan. Such a deletion must be noted with insertion of "Intentionally Omitted". Private ground lessors/landlords are not eligible for this waiver.}*

- 7. INTENTIONALLY OMITTED. HUD Option to Purchase.** ~~In the event that HUD acquires title to this leasehold estate or otherwise acquires title to the Tenant's interest herein, HUD shall have the option to purchase good and marketable fee simple title to the Property and the~~

~~Landlord's interest, if any, in the Improvements, free of all liens and encumbrances except such as may be waived or accepted by HUD. Such option shall be exercised within twelve (12) months after HUD so acquires such leasehold estate or the Tenant's interest. The purchase price shall be the sum of~~

~~\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), payable in cash, by check drawn on the U.S. Treasury, by electronic funds transfer or by wire transfer, provided all ground rents are paid to date of transfer of title. HUD shall, within said twelve (12) months, give written notice to the Landlord of its election to exercise said option to purchase. The Landlord shall, within thirty (30) days after HUD gives such notice, execute and deliver to HUD a warranty deed of conveyance to HUD as grantee conveying the said fee simple interest and any interest in Tenant's Improvements. Nothing in this Section 7 shall require the Landlord to pay any taxes or assessments that were due and payable by the Tenant.~~

**8. Conveyance by Tenant.** If approved in writing by HUD in advance, the Tenant may convey, assign, transfer, lease, sublease or sell all or any part of its leasehold interest in the Property without the need for approval or consent by any other person or entity.

**9. Insurance.**

- (a) Insurance policies shall be in an amount, and with such company or companies and in such form, and against such risks and hazards, as shall be approved by Lender and HUD in accordance with Program Obligations.
- (b) The 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 the Tenant to Lender. The 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 furnished by the Tenant to Lender.

**10. Condemnation.**

- (a) If all or any part of the Property or the Improvements or the leasehold estate shall be taken or damaged by condemnation, that portion of any award attributable to the Improvements or the Tenant's interest in the leasehold estate or damage to the Improvements or the Tenant's interest in the leasehold estate shall be paid to Lender or otherwise disposed of as may be provided in the Security Instrument. Any portion of the award attributable solely to the underlying fee estate (exclusive of any Improvements) shall be paid to the Landlord. After the date of taking, the annual ground rent shall be reduced ratably by the proportion which the award paid to the Landlord bears to the total value of the Property as established by the amount HUD is to pay, as set forth in Section 7 of this Lease Addendum.

- (b) In the event of a negotiated sale of all or a portion of the Property and/or the Improvements, in lieu of condemnation, the proceeds shall be distributed and annual ground rent reduced as provided in cases of condemnation above, but the approval of HUD and Lender shall be required as to the amount and division of the payments to be received.

**11. Tenant Default on Ground Lease; Cure Rights; Termination.** The Landlord may terminate the Ground Lease prior to the expiration day of the full term of this Ground Lease ("**Expiration Date**") after a Tenant default under this Ground Lease ("**Ground Lease Event of Default**"), but only under the following circumstances and procedures.

- (a) If any Ground Lease Event of Default shall occur, then and in any such event, the Landlord shall at any time thereafter during the continuance of such Ground Lease Event of Default and prior to any cure, give written notice of such default(s) ("**Notice of Default**") to the Tenant, Lender, and HUD, specifying the Ground Lease Event of Default and the methods of cure, or declaring that a Ground Lease Event of Default is incurable. If the Ground Lease Event of Default is a failure to pay money, the Landlord shall specify and itemize the amounts of such default. Failure to pay money shall be specified as a separate default and not combined with a non-monetary Ground Lease Event of Default.
- (b) Within sixty (60) days from the date of giving the Notice of Default to the Tenant, the Tenant must cure a monetary default by paying the Landlord all amounts specified in the Notice of Default and must cure any specified Ground Lease Event of Default that is capable of being cured within such period.
- (c) During the period of one hundred-eighty (180) days commencing upon the date Notice of Default received by Lender and HUD, Lender or HUD may:
  - (1) cure any Ground Lease Event of Default; and
  - (2) commence foreclosure proceedings or institute other state or federal procedures to enforce Lender's or HUD's rights with respect to the Property or the Tenant Improvements.
- (d) If HUD or Lender commences foreclosure or other enforcement action within such one hundred-eighty (180) days, then its cure period shall be extended during the period of the foreclosure or other action and for ninety (90) days after the ownership of the Tenant's rights under the Ground Lease is established in or assigned to HUD or such Lender or a purchaser at any foreclosure sale pursuant to such foreclosure or other action. The transfer of the Tenant's rights under the Ground Lease to Lender, HUD or purchaser, pursuant to such foreclosure or other action shall be deemed a termination of



any incurable Ground Lease Event of Default and such terminated Ground Lease Event of Default shall not give the Landlord any right to terminate the Ground Lease. Such purchaser may cure a curable Ground Lease Event of Default within said ninety (90) days.

- (e) If the Tenant, Lender or HUD reasonably undertake to cure any Ground Lease Event of Default during the applicable cure period and diligently pursues such cure, the Landlord shall grant such further reasonable time as is necessary to complete such cure. If, after the expiration of all of the foregoing cure periods, no cure, or termination of an existing Ground Lease Event of Default has been achieved as aforesaid, then and in that event, the Ground Lease shall terminate, and, on such date, the term of this Ground Lease shall expire and terminate and all rights of the Tenant under the Ground Lease shall cease and the Improvements, subject to the Security Instrument and the rights of Lender thereunder, shall be and become the property of the Landlord. All costs and expenses incurred by or on behalf of the Landlord (including, without limitation, reasonable attorneys' fees and expenses) occasioned by any default by the Tenant under this Ground Lease shall constitute additional rent hereunder. The Landlord shall have no right to terminate this Ground Lease except as provided in this Section 11.

## **12. Lender/HUD Option for New Ground Lease.**

- (a) Upon termination of this Ground Lease pursuant to Section 11 above, the Landlord shall immediately seek to obtain possession of the Property and Improvements. Upon acquiring such possession, the Landlord shall notify HUD and Lender in writing. Lender and HUD shall each have six (6) months from the date of receipt of such notice of acquisition to elect to take, as Tenant, a new ground lease on the Property and on the Improvements.
- (b) Such new ground lease shall have a term equal to the unexpired portion of the term of this Ground Lease immediately prior to such termination and shall, except as otherwise provided herein, be on the same terms and conditions as contained in this Ground Lease, including without limitation, the option to purchase set forth under Section 7 above, except that Lender's or HUD's liability for ground rent shall not extend beyond their occupancy under such ground lease. The Landlord shall tender such new ground lease to Lender or HUD within thirty (30) days after a request for such ground lease and shall deliver possession of the Property and Improvements immediately upon execution of the new ground lease.
- (c) Upon executing a new ground lease, Lender or HUD shall pay to the Landlord any unpaid ground rent due or that would have become due under this Ground Lease to the date of the execution of the new ground lease, including any taxes which were liens on the Property or the Improvements and which were paid by the Landlord, less any net rentals or other income

which the Landlord may have received on account of the Property and Improvements since the date of default under this Ground Lease.

**13. Landlord Cooperation for Needed Authorizations.** The Landlord agrees that within ten (10) days after receipt of written request from the Tenant, it will join in any and all applications for permits, licenses or other authorizations required by any Governmental Authority in connection with any work which the Tenant may do hereunder and will also join in any grants for easements for electric, telephone, telecommunications, cable, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the Property or of any Improvements and if, at the expiration of such ten (10) day period, the Landlord shall not have joined in any such application, or grants for easements, the Tenant shall have the right to execute such application and grants in the name of the Landlord, and for that purpose, the Landlord hereby irrevocably appoints the Tenant as its attorney-in-fact to execute such papers on behalf of the Landlord, only to the extent that a public body as Landlord may do so within the exercise of its municipal powers and responsibilities.

**14. Taxes.** Nothing in this Ground Lease shall require the Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the Landlord or any income excess profits or revenue tax, or any other tax, assessment charge or levy upon the rent payable by the Tenant under this Ground Lease.

**15. Notices.** All notices, demands and requests which are required to be given by the Landlord, Tenant, Lender or HUD in connection with the Ground Lease and this Lease Addendum shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this instrument 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.

All notices shall be addressed as follows:

If to Lender:                    Orix Real Estate Capital, LLC  
   1717 Main Street, Suite 900,  
   Dallas, Texas 75201

If to HUD:                        Department of Housing and Urban Development  
   One Corporate Center  
   20 Church Street  
   10th Floor  
   Hartford, CT 06103-3220

If to Tenant: New Canaan Neighborhoods, Inc.  
57 Millport Avenue  
New Canaan CT 06840

to Landlord: Town of New Canaan  
77 Main Street  
New Canaan CT 06840

**16. No Merger.** There shall be no merger of this Ground Lease or the leasehold estate created by this Ground Lease with the fee estate of the Property or of the Improvements or any interest therein by reason of the fact that the same person or entity may acquire or hold, directly or indirectly, this Ground Lease or the leasehold estate hereby created or any interest therein and the fee estate of the Property or of the Improvements. No such merger shall occur unless and until HUD specifically consents and agrees in writing to such merger.

Each signatory below hereby certifies that each of their statements and representations contained in Ground Lease and this Lease Addendum and all their supporting documentation thereto are true, accurate, and complete. This Lease Addendum has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Addendum as of the day and year first written above.

**TOWN OF NEW CANAAN**

By:   
Name: Kevin Moynihan  
Title: First Selectman

**NEW CANAAN NEIGHBORHOODS, INC.**

By: \_\_\_\_\_  
Name: Christine M. Hussey  
Title: President

Each signatory below hereby certifies that each of their statements and representations contained in Ground Lease and this Lease Addendum and all their supporting documentation thereto are true, accurate, and complete. This Lease Addendum has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

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**TOWN OF NEW CANAAN**

By: \_\_\_\_\_  
Name: Kevin Moynihan  
Title: First Selectman

**NEW CANAAN NEIGHBORHOODS, INC.**

By: Christine M. Hussey  
Name: Christine M. Hussey  
Title: President

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING, RETURN TO:

Bailey Gallagher, Esq.  
Hessel, Aluise & O'Leary, P.C.  
1730 Rhode Island Ave. NW, Ste. 900  
Washington, DC 20036



Doc ID: 002740380008 Type: LAN  
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(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

### Use Agreement

U.S. Department of Housing  
and Urban Development  
Office of Housing Federal  
Housing Commissioner

OMB Approval No. 2502-0587

### Public Reporting Burden

Public reporting burden for this collection of information is estimated to average .5 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Title V of the Departments of Veterans Affairs and Housing and Urban Development and Independent Agencies Appropriations Act of 1988 (P.L. 106-65, 111 Stat. 1384) authorizes the FHA Multifamily Housing Mortgage and Housing Assistance Restructuring Program. HUD implemented a statutory permanent program directed at FHA-insured multifamily projects that have project-based Section 8 contracts with above-market rents. The information collection is used to determine criteria eligibility of FHA-insured multifamily properties for participation in the Mark to Market program and the terms on which participation should occur. The purpose of the program is to preserve low-income rental housing affordability while reducing the long-term costs of Federal rental assistance. While no assurances of confidentiality are pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

### Section 8 Use Agreement

This Section 8 Use Agreement ("Agreement"), made this 27<sup>th</sup> day of AUGUST, 2020, by and between the United States of America, Secretary of Housing and Urban Development ("HUD") and Canaan Parish Redevelopment Limited Partnership, a Connecticut limited partnership, the "Owner" of Canaan Parish (the "Project"), provides as follows:



WHEREAS, the Owner or a prior owner and the Contract Administrator (HUD or a Public Housing Agency, acting under an Annual Contributions Contract with HUD), previously entered into a project-based Housing Assistance Payments ("HAP") contract pursuant to section 8 of the United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f ("Act"), that has since terminated or expired;

WHEREAS, upon termination or expiration of a project-based section 8 HAP contract, HUD is authorized pursuant to section 524 of the Multifamily Assisted Housing Reform and Affordability Act of 1997, as amended, 42 U.S.C. 1437f note ("MAHRA"), to renew the contract on such terms and conditions as HUD considers appropriate, subject to the requirements of section 524 of MAHRA;

WHEREAS, the Owner and the Contract Administrator have entered or will enter into a renewal contract pursuant to section 524 of MAHRA ("Renewal Contract"); renewing the HAP contract for a term of twenty (20) years, subject to annual appropriations; and

WHEREAS, the Contract Administrator's agreement to enter into the Renewal Contract was conditioned on the requirement that the Owner agree to maintain the Project as affordable housing for low-income families for a period of twenty (20) years, as required in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein and of other valuable consideration, HUD and the Owner, for itself, its successors and assigns, hereby agree as follows:

1. **Term.** The term of the Agreement shall be twenty (20) years and shall commence on the date reflected in first sentence of the Agreement on page 1.
2. **Governing Authorities.** The project shall be operated in accordance with the requirements of section 8 of the Act, all applicable Federal regulations, the Renewal Contract, and all other applicable HUD requirements.
3. **Use Restriction and Tenant Incomes.** The HAP-assisted units within this Project shall be used solely as rental housing for tenants meeting the eligibility and income-targeting requirements that govern the HAP Contract. In the event that the HAP Contract is terminated (e.g., because of breach or non-compliance by the Owner), for the remainder of the term of the Agreement, new tenants must have incomes at or below 80 percent of the area median income (AMI) at the time of admission, applicable to all units previously covered under the HAP contract.
4. **Subordination.** Any mortgage liens will be subject to this Agreement. This Agreement will survive foreclosure and bankruptcy.



5. **Fair Housing and Civil Rights Requirements.** Compliance with all applicable fair housing and civil rights requirements, including the obligation to affirmatively further fair housing and the site selection and neighborhood standards requirements set forth in 24 CFR §§ 1.4(b)(3) and 941.202, as applicable, is required.
6. **Federal Accessibility Requirements.** Compliance with all applicable federal accessibility requirements under the Fair Housing Act and implementing regulations at 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8, and Titles II and III of the Americans with Disabilities Act and implementing regulations at 28 CFR Parts 35 and 36, respectively, is required.
7. **Execution of Other Agreements.** The Owner agrees that it has not and will not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Agreement, and that in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any conflicting requirements.
8. **Subsequent Statutory Amendments.** If revisions to this Agreement are necessitated by subsequent statutory amendments, the Owner agrees to execute modifications to this Agreement that are needed to conform to the statutory amendments. In the alternative, at HUD's option, HUD may implement any such statutory amendment through rulemaking.
9. **Tenant Participation.** The Owner agrees (a) not to impede the reasonable efforts of tenants to organize as detailed in 24 CFR Part 245, and (b) not to unreasonably withhold the use of any community room or other available space appropriate for meetings which is part of the Project when requested by (i) a resident tenant organization in connection with the representational purposes of the organization, or (ii) tenants residing in the Project who seek to organize or to consider collectively any matter pertaining to the operation of the Project.
10. **Conflicts.** Any conflicts between this Agreement and the HAP Contract shall be conclusively resolved by HUD.
11. **Recordation.** The Owner agrees to record this Use Agreement, or to cause it to be recorded, at the Owner's cost and expense in the appropriate land records within sixty (60) days of execution by HUD.
12. **Enforcement.** In the event of a breach or threatened breach of any of the provisions of this Agreement, the Secretary or his or her successors or delegates may institute proper legal action against the Owner or any of its successors or assigns to enforce performance of such provisions, to enjoin any acts in violation of such provisions, to recover whatever damages can be proven, and/or to obtain whatever other relief may be appropriate.

**13. Severability.** The invalidity, in whole or in part, of any of the provisions set forth in this Agreement shall not affect or invalidate any remaining provisions.

**14. Binding Nature of Agreement.** This Agreement shall be binding upon the Owners and all future successors and assigns.

**15. No Negotiation.** This Agreement is not subject to negotiation.

[SIGNATURE PAGES ATTACHED]

Signature Page

As evidenced by the signature below of their authorized representative, the Owner and HUD hereby agree to the terms of this Use Agreement.

Owner**Canaan Parish Redevelopment Limited Partnership**

By: Canaan Parish Redevelopment GP, LLC,  
Its General Partner

By: Housing Authority of the Town of New Canaan,  
Its Managing Member

By: [Signature]  
Name: Scott Hobbs  
Title: Chairman

WITNESSES

Print: Michael Beasley

Print: Susan Thompson

## State of Connecticut

County of Fairfield ss. (Town/City)

On this the 22 day of July, 2020, before me, Monique J. Lema (name of notary), the undersigned officer, personally appeared Scott Hobbs, who acknowledged himself to be the Chairman of the Housing Authority of the Town of New Canaan, the Managing Member of Canaan Parish Redevelopment GP, LLC, the General Partner of Canaan Parish Redevelopment Limited Partnership and that he as such Chairman, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chairman.

In witness whereof I hereunto set my hand.

[Signature]  
Signature of Notary Public

Date Commission Expires: 2.28.2025

Monique J. Lema  
Printed Name of Notary

**MONIQUE J. LEMA**  
Notary Public, State of Connecticut  
My Commission Expires Feb. 28, 2025



HUD:

UNITED STATES OF AMERICA  
SECRETARY OF HOUSING  
AND URBAN DEVELOPMENT

By:

Name:

Title:

Stacey Ashmore  
Stacey Ashmore  
Northwest Production  
Division Director

WITNESSES:

[Signature]  
Print: Benjamin Ashmore

[Signature]  
Print: Leilan S Robinson

State of ~~Connecticut~~ New Jersey

County of Bergen ss. (Town/City)

On this the 20 day of August, 2020, before me, Leilan S Robinson, the undersigned officer, personally appeared Stacey Ashmore, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

[Signature]  
Signature of Notary Public

Date Commission Expires: 6-8-2025

Leilan S Robinson  
Printed Name of Notary

LEILAN S. ROBINSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 8, 2025  
ID # 50017208

# **EXHIBIT A** **LEGAL DESCRIPTION**

All that certain piece or parcel of land, situated in the Town of New Canaan, County of Fairfield and State of Connecticut, more particularly shown and delineated as " 'I' 226,708± SQ. FT. 5.204± ACRES ("Parcel I") on a certain map entitled "MAP SHOWING LANDS OF THE TOWN OF NEW CANAAN TO BE LEASED TO NEW CANAAN NEIGHBORHOODS INC. NEW CANAAN, CONNECTICUT 'B' RESIDENCE ZONE 10.906 ACRES - 475,096± SQ. FT.," which map is filed for record on the New Canaan Land Records as Map No. 5839 ("Map 5839"), reference to Map 5839 being expressly made. Parcel I is more particularly bounded and described as follows:

EASTERLY:	620.57 feet by Connecticut State Highway Route #123 known as New Norwalk Road;
SOUTHEASTERLY:	26.16 feet by the curved intersection of New Norwalk Road with the public highway known as Lakeview Avenue;
SOUTHERLY:	227.21 feet by the public highway known as Lakeview Avenue;
WESTERLY:	30.00 feet, then
SOUTHWESTERLY:	90.00 feet, then again
WESTERLY:	200.00 feet, then again
SOUTHWESTERLY:	310.49 feet by other land of the Town of New Canaan presently being used for the Town Highway Garage, and
NORTHWESTERLY:	540.21 feet by Parcel "'II' 248,388± SQ. FT. 5.702± ACRES" on Map 5839 ("Parcel II").

Said Parcel I is also described as follows:

Beginning at a monument where same is intersected by a stonewall on the westerly side of New Norwalk Road (Route #123) and being the southeasterly corner of land of Anne C. Zavisho; thence running along the westerly side of New Norwalk Road (Route #123) the following course and distance on a curve to the right having a radius of 1870.08 feet for a length of 216.97 feet to the point or place of beginning; thence continuing along the westerly side of New Norwalk Road (Route #123) the following courses and distances on a curve to the right having a radius of 1870.08 feet for a length of 194.05 feet to a monument and:

S 14-23-40 E	426.52 feet
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to a point on the northerly side of Lakeview Avenue; thence turning and running in a generally southwesterly direction along the northerly side of Lakeview Avenue the following courses and distances on a curve to the right having a radius of 20.00 feet for a length of 26.16 feet and on a

## SCHEDULE A-CONTINUED

curve to the right having a radius of 620.55 feet for a length of 220.22 feet and

S 80-53-40 W 6.99 feet

to a point being a southeasterly corner of land of the Town of New Canaan; thence turning and running in a generally northwesterly direction along a generally northeasterly boundary of the Town of New Canaan the following courses and distances:

N 14-23-40 W 30.00 feet

N 59-23-40 W 90.00 feet

N 14-23-40 W 200.00 feet

N 49-33-10 W 104.00 feet

and N 61-30-20 W 206.49 feet

to a point on the southeasterly boundary of Parcel II as shown on Map #5839 on file in the New Canaan Land Records; thence turning and running in a generally northeasterly direction along a generally southeasterly boundary of the aforesaid Parcel II the following courses and distances:

N 32-04-20 E 76.00 feet

N 46-39-50 E 100.00 feet

and N 69-40-54 E 364.21 feet

to the point or place of beginning.

The said parcel is leased together with an easement to the occupants of dwelling units located thereon to cross, on foot, the "Conservation Area" shown on a map entitled "Subdivision Map Town of New Canaan New Norwalk Road (Route 123), Lakeview Avenue, Millport Avenue & East Avenue New Canaan, Connecticut Dated December 22, 1998 as revised Sheets 1 and 2" filed as Maps #7057 and #7058 in the office of the New Canaan Town Clerk to reach the area depicted on said Maps as "Access Easement In Favor Of The Town Of New Canaan".

Said premises are also known as 186 Lakeview Avenue, New Canaan, Connecticut (Parcel I).

{57258195}

Received for Record at New Canaan, CT  
On 08/26/2020 At 8:13:33 am

*Claudia A. Weber*

Execution Copy



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Book 1022 Page 196 - 220  
File# 815

Record and return to:  
Keisha S. Palmer, Esq.  
Robinson & Cole LLP  
280 Trumbull Street  
Hartford, CT 06103

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**REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS**

by and between

**HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN**

and

**CANAAN PARISH REDEVELOPMENT LIMITED PARTNERSHIP**

Dated as of August 1, 2020

HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN  
MULTIFAMILY HOUSING REVENUE BONDS,  
SERIES 2020 (CANAAN PARISH PROJECT)

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## REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (as supplemented and amended from time to time, this "Regulatory Agreement") is dated as of August 1, 2020 and entered into as of August 27, 2020 by and among the HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN, a public body, corporate and politic, duly organized and existing under the laws of the State of Connecticut (together with any successor to its rights, duties and obligations, the "Authority"), ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association as trustee, organized and existing under the laws of the United States of America with its designated corporate trust office located in Salt Lake City, Utah together with any successor trustee under this Indenture and its respective successors and assigns (the "Trustee"), and CANAAN PARISH REDEVELOPMENT LIMITED PARTNERSHIP, a limited partnership, duly organized, validly existing under the laws of the State of Connecticut (together with any successor to its rights, duties and obligations hereunder and as owner of the Project identified herein, the "Borrower").

### WITNESSETH:

WHEREAS, pursuant to Chapter 128 of the General Statutes of Connecticut, Revision of 1958, as amended (the "Act"), the Authority proposes to issue its Multifamily Housing Revenue Bonds, Series 2020 (Canaan Parish Project) (the "Bonds") under that certain Trust Indenture, dated as of August 1, 2020 (the "Indenture"), by and between the Authority and the Trustee, as supplemented and amended from time to time;

WHEREAS, the proceeds of the Bonds will be used to fund one or more loans (the "Loan") to the Borrower pursuant to the Loan Agreement, dated as of August 1, 2020 (the "Loan Agreement"), between the Authority and the Borrower, as supplemented and amended from time to time, to provide, in part, financing for the development, preservation, improvement and equipping of an existing residential rental housing project known as Canaan Parish, located on the real property site described in Exhibit A hereto (as further described herein, the "Project");

WHEREAS, the Loan will be secured, in part, by a lien on and security interest in the Project pursuant to a Multifamily Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement (Connecticut) dated August 27, 2020 (the "Mortgage"), by the Borrower to and for the benefit of the Authority;

WHEREAS, the Authority is unwilling to make the Loan unless the Project qualifies as a qualified residential rental project as defined in Code Section 142 and the Borrower agrees to be regulated in the manner set forth herein, and the Borrower is willing to execute and abide by this Regulatory Agreement as consideration for obtaining the Loan and receiving continuing benefits under the Act, the Code and the Regulations; and

WHEREAS, the Authority as a condition of the Loan requires that the Borrower, by entering into the restrictions, terms, conditions and covenants set forth below, consent to be regulated and restricted in the management and operation of the Project as herein provided and as provided in the Code and the Regulations; and

NOW, THEREFORE, in consideration of the issuance of the Bonds by the Authority and the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the Authority, the Trustee, and the Borrower hereby agree as follows:

Section 1. Definitions and Interpretation. Unless the context otherwise requires, the capitalized terms used herein shall have the respective meanings assigned to them in the recitals hereto, in this Section 1, or in the Indenture.

"Area" means the Metropolitan Statistical Area or Authority, as applicable, in which the Project is located, as defined by the United States Department of Housing and Urban Project.

"Available Units" means residential units in the Project that are actually occupied and residential units in the Project that are vacant and have been occupied at least once after becoming available for occupancy, provided that (a) a residential unit that is vacant on the later of (i) the date the Project is acquired or (ii) the issue date of the Bonds, is not an Available Unit and does not become an Available Unit until it has been occupied for the first time after such date, and (b) a residential unit that is not available for occupancy due to renovations is not an Available Unit and does not become an Available Unit until it has been occupied for the first time after the renovations are completed.

"Authority" means the Housing Authority of the Town of New Canaan.

"Bond Counsel" means Robinson & Cole LLP, Hartford, Connecticut, or such other independent legal counsel which may be approved by the Issuer and whose opinions are regularly and generally accepted nationally in the field of municipal finance.

"Certificate of Continuing Program Compliance" means the Certificate to be filed by the Borrower with the Authority, pursuant to Section 4(g) hereof, which shall contain the provisions set forth in Exhibit B hereto and such other provisions as the Authority may reasonably request from time to time.

"Closing Date" means the date that initial Loan proceeds are disbursed under the Indenture, which is expected to be August 27, 2020.

"Code" means the Internal Revenue Code of 1986, as amended, each reference to the Code is deemed to include (i) any successor internal revenue law and (ii) the applicable regulations whether final, temporary or proposed under the Code or such successor law. Any reference to a particular provision of the Code is deemed to include any successor provision of any successor internal revenue law and applicable regulations whether final, temporary or proposed under such provision or successor provision.

"General Partner" means Canaan Parish Redevelopment GP, LLC, a Connecticut limited liability company, the sole general partner of the Borrower.

"Gross Income" means the gross income of a person (together with the gross income of all persons who intend to reside with such person in one residential unit) as calculated in the manner prescribed under Section 8 of the Housing Act of 1937.

"Housing Act" means the United States Housing Act of 1937, as amended, or its successor.

"Income Certification" means a Tenant Income Certification and a Tenant Income Certification Questionnaire in a form acceptable to the Authority or as otherwise approved by the Authority.

"Indenture" means the Trust Indenture, dated as of August 1, 2020, by and between the Authority and the Trustee, as supplemented and amended from time to time.



"Issuer Documents" has the meaning given such term in the Indenture.

"Limited Partnership Agreement" means that certain Amended and Restated Agreement of Limited Partnership of the Borrower dated as of August 1, 2020, as the same may be amended, restated or modified in accordance with its terms.

"Loan Agreement" means the Loan Agreement, dated as of August 1, 2020, between the Authority and the Borrower, as supplemented and amended from time to time.

"Low Income Tenant" means a tenant occupying a Low Income Unit.

"Low Income Unit" means any Available Unit if the aggregate Gross Income of all tenants therein does not exceed limits determined in a manner consistent with determinations of "low-income families" under Section 8 of the Housing Act, provided that the percentage of median gross income that qualifies as low income hereunder shall be sixty percent (60%) of median gross income for the Area, with adjustments for family size. A unit occupied by one or more students shall only constitute a Low Income Unit if such students meet the requirements of Section 142(d)(2)(C) of the Code. The determination of an Available Unit's status as a Low Income Unit shall be made by the Borrower upon commencement of each lease term with respect to such unit, and annually thereafter, on the basis of an Income Certification executed by each tenant.

"Permitted Encumbrances" means any easements, agreements, encumbrances or restrictions listed on the schedule of exceptions in the title insurance policy issued to the Authority as of the date of recordation of this Regulatory Agreement insuring the Authority's interest in the Project, together with the Extended Use Agreement and the liens securing the any subordinate debt (including, without limitation, any regulatory agreements recorded in connection with the Subordinate Debt), if applicable.

"Project" means the 100-unit multifamily residential rental housing project for households with one or more persons located in the Town of New Canaan, Connecticut on the real property site described in Exhibit A hereto, consisting of those facilities, including real property, structures, buildings, fixtures or equipment situated thereon, as may at any time exist, the construction and development of which facilities is to be financed, in whole or in part, from the proceeds of the sale of the Bonds or the proceeds of any payment by the Borrower pursuant to the Loan Agreement, and any real property, structures, buildings, fixtures or equipment acquired in substitution for, as a renewal or replacement of, or a modification or improvement to, all or any part of such facilities.

"Qualified Project Period" means the period beginning on the first day on which at least 10% of the units in the Project are first occupied and ending on the later of the following:

- (A) the date that is fifteen (15) years after the date on which at least fifty percent (50%) of the units in the Project are first occupied;
- (B) the first date on which no Tax-Exempt private activity bonds with respect to the Project are Outstanding;
- (C) the date on which any assistance provided with respect to the Project under Section 8 of the Housing Act terminates; or
- (D) such later date as set forth in this Regulatory Agreement.

"Regulations" means the Income Tax Regulations of the Department of the Treasury applicable under the Code from time to time.

"Regulatory Agreement" means this Regulatory Agreement and Declaration of Restrictive Covenants, as it may be supplemented and amended from time to time.

"Rental Payments" means the rental payments paid by the tenant of a unit, excluding any supplemental rental assistance to the tenant from the State, the federal government, or any other public agency, but including any mandatory fees or charges imposed on the tenant by the Borrower as a condition of occupancy of the unit.

"Tax-Exempt" means with respect to interest on any obligations of a state or local government, including the Bonds, that such interest is excluded from gross income for federal income tax purposes; provided, however, that such interest may be includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax, under the Code.

"Tax Certificate" means the Tax Certificate, dated as of August 27, 2020, executed and delivered by the Borrower with respect to the Bonds.

"Town" means the Town of New Canaan, Connecticut.

"Transfer" means the conveyance, assignment, sale or other disposition of all or any portion of the Project in accordance with the terms of the Mortgage.

"Trustee" means Zions Bancorporation, National Association, a national banking association, organized and existing under the laws of the United States of America with its designated corporate trust office located in Salt Lake City, Utah.

Unless the context clearly requires otherwise, as used in this Regulatory Agreement, words of any gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Regulatory Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Regulatory Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Regulatory Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

The parties to this Regulatory Agreement acknowledge that each party and their respective counsel have participated in the drafting and revision of this Regulatory Agreement. Accordingly, the parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Regulatory Agreement or any supplement or exhibit hereto.

Section 2. Representations, Covenants and Warranties of the Borrower.

(a) The Borrower hereby incorporates herein, as if set forth in full herein, each of the representations, covenants and warranties of the Borrower contained in the Tax Certificate and the Issuer Documents relating to the Project.

(b) The Borrower hereby represents and warrants that the Project is located entirely within the Town.

(c) The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions contemplated by this Regulatory Agreement; that it is familiar with the provisions of all of the documents and instruments relating to the Bonds to which it is a party or of which it is a beneficiary; that it understands the financial and legal risks inherent in such transactions; and that it has not relied on the Authority for any guidance or expertise in analyzing the financial or other consequences of such financing transactions or otherwise relied on the Authority in any manner except to issue the Bonds in order to provide funds to assist the Borrower in constructing and developing the Project and take the actions required of it under the Issuer Documents and the Mortgage Loan Documents.

Section 3. Qualified Residential Rental Project. The Borrower hereby acknowledges and agrees that the Project is to be owned, managed and operated as a "qualified residential rental project" (within the meaning of Section 142(d) of the Code) for a term equal to the Qualified Project Period and all rehabilitation expenditures shall be made within two years of the date of the issuance of the Bonds. To that end, and for the term of this Regulatory Agreement, the Borrower hereby represents, covenants, warrants and agrees as follows:

(a) The Project will be constructed, rehabilitated, developed and operated for the purpose of providing multifamily residential rental property for households with one or more persons of low and moderate income. The Borrower will ground lease, manage and operate the Project as a project to provide multifamily residential rental property comprised of one or more buildings together with any functionally related and subordinate facilities, and no other facilities, in accordance with Section 142(d) of the Code and Section 1.103-8(b) of the Regulations.

(b) All of the dwelling units in the Project will be similarly constructed units, and each dwelling unit in the Project will contain complete separate and distinct facilities for living, sleeping, eating, cooking and sanitation for a single person or a family, including a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink.

(c) None of the dwelling units in the Project will at any time be utilized on a transient basis or rented for a period of less than 30 consecutive days, or will ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home or trailer court or park; provided that the use of certain units for tenant guests on an intermittent basis shall not be considered transient use for purposes of this Regulatory Agreement.

(d) No part of the Project will at any time during the Qualified Project Period be owned by a cooperative housing corporation, nor shall the Borrower take any steps in connection with a conversion to such ownership or use, and the Borrower will not take any steps in connection with a conversion of the Project to condominium ownership during the Qualified Project Period.

(e) All of the Available Units in the Project will be available for rental during the period beginning on the date hereof and ending on the termination of the Qualified Project Period on a continuous, "first-come, first-served" basis to members of the general public; which for purposes of this Regulatory Agreement means the general population, and the Borrower will not give preference to any



particular class or group in renting the dwelling units in the Project, except to the extent that dwelling units are required to be leased or rented in such a manner that they constitute Low Income Units.

(f) The Project consists of a parcel or parcels that are contiguous and all of the facilities of the Project comprise a single geographically and functionally integrated project for residential rental property, as evidenced by the ownership, management, accounting and operation of the Project.

(g) No dwelling unit in the Project shall be occupied by the Borrower; this provision shall not be construed to prohibit occupancy of not more than one dwelling unit by a resident manager or maintenance personnel.

Section 4. Low Income Tenants; Reporting Requirements. Pursuant to the requirements of the Code, the Borrower hereby represents, warrants and covenants as follows:

(a) During the Qualified Project Period, no less than ninety percent (90%) of the total number of completed units in the Project shall at all times be Low Income Units. For the purposes of this paragraph (a), a vacant unit that was most recently a Low Income Unit is treated as a Low Income Unit until reoccupied, other than for a temporary period of not more than 31 days, at which time the character of such unit shall be redetermined.

(b) No tenant qualifying as a Low Income Tenant upon initial occupancy shall be denied continued occupancy of a unit in the Project because, after admission, the aggregate Gross Income of all tenants in the unit occupied by such Low Income Tenant increases to exceed the qualifying limit for a Low Income Unit. However, should the aggregate Gross Income of tenants in a Low Income Unit, as of the most recent determination thereof, exceed one hundred forty percent (140%) of the applicable income limit for a Low Income Unit occupied by the same number of tenants, the next available unit of comparable or smaller size must be rented to (or held vacant and available for immediate occupancy by) Low Income Tenant(s). The unit occupied by such tenants whose aggregate Gross Income exceeds such applicable income limit shall continue to be treated as a Low Income Unit for purposes of the percentage requirement of Section 4(a) hereof unless and until an Available Unit of comparable or smaller size is rented to persons other than Low Income Tenants.

(c) For the Qualified Project Period, the Borrower will obtain, complete and maintain on file Income Certifications for each Low Income Tenant, including (i) an Income Certification dated immediately prior to the initial occupancy of such Low Income Tenant in the unit and a second Income Certification dated one year after the Low Income Tenant's initial move in date, and (ii) thereafter, an annual Income Certification with respect to each Low Income Tenant. The Borrower will also provide such additional information as may be required in the future by the Code, the State or the Authority, as the same may be amended from time to time, or in such other form and manner as may be required by applicable rules, rulings, policies, procedures, Regulations or other official statements now or hereafter promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service with respect to Tax-Exempt obligations. Upon request of the Authority, copies of Income Certifications for Low Income Tenants commencing or continuing occupation of a Low Income Unit shall be submitted to the Authority, as requested.

(d) The Borrower shall make a good faith effort to verify that the income information provided by an applicant in an Income Certification is accurate by taking one or more of the following steps as a part of the verification process: (1) obtain pay stubs for the three most recent pay periods, (2) obtain an income tax return for the most recent tax year, (3) obtain a credit report or conduct a similar type credit search, (4) obtain an income verification from the applicant's current employer, (5) obtain an income verification from the Social Security Administration and/or any agency of the State

if the applicant receives assistance from such agencies, or (6) if the applicant is unemployed and does not have an income tax return, obtain another form of independent verification reasonably acceptable to the Authority.

(e) The Borrower will maintain complete and accurate records pertaining to the Low Income Units, and will permit any duly authorized representative of the Authority, the Trustee, the Department of the Treasury or the Internal Revenue Service to inspect the books and records of the Borrower pertaining to the Project, including those records pertaining to the occupancy of the Low Income Units. Such records shall include:

(1) The total number of residential rental units in each building (including the number of bedrooms and the size in square feet of each residential rental unit);

(2) The percentage of residential rental units in each building that are Low Income Units;

(3) The rent charged on each residential rental unit in the Project (including any utility allowance);

(4) The Low Income Unit vacancies in the building and information that shows when, and to whom the next available originally designated Low Income Units were rented;

(5) The annual income certification of each tenant of a Low Income Unit, including an income certification dated within one hundred twenty (120) days of the Closing Date;

(6) Documentation to support the income certification made by each tenant of a Low Income Unit (for example, a copy of the tenant's federal income tax return, Form W-2, or verifications of income from third parties such as employers or state agencies paying unemployment compensation or other benefits); and

(7) Such other information as the Authority may reasonably request from time to time.

(f) The Borrower shall retain the foregoing records for each building in the Project for at least six years after the end of the Qualified Project Period.

(g) The Borrower will prepare and submit to the Authority, on behalf of the Authority, not less than annually, commencing not less than twelve (12) months after the Closing Date, a Certificate of Continuing Program Compliance executed by the Borrower in substantially the form attached hereto as Exhibit B. During the Qualified Project Period, the Borrower shall submit a completed Internal Revenue Code Form 8703 or such other annual certification as required by the Code with respect to the Project, to the Secretary of the Treasury on or before March 31 of each year (or such other date as may be required by the Code) and deliver copies of such forms or certificates to the Authority together with copies of any other IRS Forms submitted in respect to the Project.

(h) For the Qualified Project Period, all tenant leases or rental agreements shall be subordinate to this Regulatory Agreement. All leases pertaining to Low Income Units shall contain clauses, among others, wherein each tenant who occupies a Low Income Unit: (i) certifies the accuracy of the statements made by such tenant in the Income Certification; (ii) agrees that the family income and



other eligibility requirements shall be deemed substantial and material obligations of the tenancy of such tenant, that such tenant will comply promptly with all requests for information with respect thereto from the Borrower, or the Authority and that the failure to provide accurate information in the Income Certification or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of the tenancy of such tenant; (iii) acknowledges that the Borrower has relied on the statements made by such tenant in the Income Certification and supporting information supplied by the Low Income Tenant in determining qualification for occupancy of a Low Income Unit, and that any material misstatement in such certification (whether or not intentional) will be cause for immediate termination of such lease or rental agreement; and (iv) agrees that the tenant's income is subject to annual certification in accordance with Section 4(c).

(i) The Borrower further covenants and agrees promptly to notify the Authority and the Trustee on behalf of the Authority, if the Borrower discovers noncompliance with any restriction or covenant hereunder. The Authority and the Trustee on behalf of the Borrower agrees to notify the Borrower if the Authority discovers noncompliance with any restriction or covenant hereunder, but the failure by the Authority or the Trustee on behalf of the Authority, to do so shall not affect the Borrower's obligations hereunder. The rights of the Authority and the Trustee under this subsection shall not be construed to impose upon them any obligation to request or review any such reports or information.

For purposes of this Section 4, no unit occupied by a residential manager shall be treated as a rental unit during the time of such occupation.

Section 5. Tax-Exempt Status of the Bonds. The Borrower and the Authority will not knowingly take or permit, or omit to take or cause to be taken, as is appropriate, any action that would adversely affect the Tax-Exempt nature of the interest on the Bonds and, if either of them should take or permit, or omit to take or cause to be taken, any such action, it will take all lawful actions necessary to rescind or correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 6. Reliance. The Borrower hereby recognizes and agrees that the representations and covenants set forth herein may be relied upon by all persons, including but not limited to the Authority interested in the Tax-Exempt status of the interest on the Bonds. The Authority and the Trustee may rely upon statements and certificates of the Low Income Tenants in determining whether any default or lack of compliance by the Borrower exists under this Regulatory Agreement. The Authority shall not be required to conduct any investigation into or review the operations or records of the Borrower and may rely solely on any written notice or certificate delivered to the Authority or the Trustee by the Borrower with respect to the occurrence or absence of a default hereunder.

Section 7. Transfer of the Project. (a) For the Qualified Project Period, the Borrower shall not Transfer the Project (except Permitted Transfers pursuant to the Mortgage), in whole or in part, without the prior written consent of the Authority. During the Qualified Project Period, the Borrower hereby covenants to include a reference to the requirements and restrictions contained in this Regulatory Agreement in any material documents transferring any interest in the Project 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 Regulatory Agreement. Further, for the Qualified Project Period, the Borrower shall not: (1) encumber any of the Project or grant commercial leases of any part of the Project (excluding the space not financed with the proceeds of the Bonds), or permit the conveyance, transfer or encumbrance of any part of the Project, except for (A) Permitted Encumbrances, or (B) a Transfer in accordance with the terms of this Regulatory Agreement, in each case upon receipt by the Authority and the Trustee of an opinion of Bond Counsel, if deemed necessary by the Authority, to the effect that such action will not adversely affect the Tax-Exempt status of interest on the Bonds; (2) demolish any part of the Project or substantially subtract from



any real or personal property of the Project, except to the extent that what is demolished or removed is replaced with comparable property or such demolition or removal is otherwise permitted by the Issuer Documents; or (3) permit the use of the dwelling accommodations of the Project for any purpose except rental residences.

(b) In addition to the above restrictions on the Transfer of the Project (or a portion thereof) and except as provided below, the Borrower shall not convey the Project or interests in the ownership of the Project in a manner such that any subcontractor, or any other person to whom proceeds of the Bonds have been paid becomes a related person to the Borrower and the Borrower shall not otherwise become a related person to any subcontractor or such other recipients of proceeds of the Bonds. The preceding sentence shall not apply to prevent the payment of proceeds to a partner of the Borrower or the contractor for the Project provided that the other requirements set forth in this Regulatory Agreement, the Indenture and the Tax Certificate are satisfied. For purposes hereof, "related person" has the meaning ascribed thereto in Section 144(a)(3) of the Code. Notwithstanding anything to the contrary contained herein or in any document evidencing or securing the Loan, (i) the respective limited partner interests of People's United Bank, National Association, a national banking association and its lawful successors and assigns (the "Limited Partner"), in the Borrower may be transferred to or among affiliates thereof or to another nationally recognized entity regularly engaged in the purchase and syndication of low-income housing tax credits, and the general partner of the Borrower may be replaced in accordance with the terms of the Limited Partnership without the consent of the Authority or the Trustee controlled through one or more intermediaries of People's United Bank, so long as the Limited Partner provides the Trustee, upon its reasonable request, with the legal name, address, percentage of ownership, and any such other information required to comply with its "know your customer rules", of all direct partners or members of the entity to which the Limited Partner's interest were transferred, and any other transfers shall be in strict compliance with the Loan Agreement, and (ii) Limited Partner shall be entitled to (but not obligated to) cure any default or event of default hereunder, and any such cure by Limited Partner shall be deemed a cure by Borrower and be accepted or rejected on the same basis as if tendered by Borrower.

Section 8. Term. This Regulatory Agreement and all and several of the terms hereof shall become effective upon its execution and delivery, and shall remain in full force and effect for the period provided herein and shall terminate as to any provision not otherwise provided with a specific termination date and shall terminate in its entirety at the end of the Qualified Project Period, it being expressly agreed and understood that the provisions hereof are intended to survive the retirement of the Bonds and discharge of the Indenture and the Loan Agreement. The foregoing notwithstanding, this Regulatory Agreement and all restrictions hereunder shall terminate: (a) if there is delivered to the Authority, the Borrower and the Trustee an opinion of nationally recognized bond or tax counsel acceptable to the Authority and the Trustee to the effect that failure to comply with this Regulatory Agreement will not cause interest on the Bonds to become includable in the gross income of the owners thereof for federal income tax purposes, or (b) in the event of an involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, condemnation or similar event, or a change in a federal law or an action of a federal agency after the date of issuance of the Bonds that prevents the Authority from enforcing the terms of this Regulatory Agreement, but only if, within a reasonable period, either the Bonds are repaid or amounts received as a consequence of such event are used to provide a residential rental project which meets the terms of this Regulatory Agreement. Notwithstanding the foregoing, such requirements shall continue to apply to the Project subsequent to a foreclosure, transfer of title by deed in lieu of foreclosure or similar event if, at any time subsequent to such event, the obligor on the purpose investment (as defined in Section 1.148-1(b) of the Regulations applicable to the Code) or a Related Person obtains an ownership interest in the Project for federal tax purposes.



Section 9. Covenants to Run With the Land. The Authority and the Borrower hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Borrower's successors in title to the Project; provided, however, that on the termination of this Regulatory Agreement said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. The Borrower, at its cost and expense, shall cause this Regulatory Agreement to be duly recorded, filed, re-recorded and refiled in such places, and shall pay or cause to be paid all recording, filing, or other taxes, fees and charges, and shall comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the ability of the Trustee to enforce this Regulatory Agreement. At the request of the Borrower, the Authority and the Trustee shall provide the Borrower with an instrument executed in recordable form at such time as the terms of this Regulatory Agreement are no longer applicable and the obligations of the Borrower have been satisfied, releasing the Borrower and the land from this Regulatory Agreement.

Section 10. Default; Enforcement. (a) If the Borrower defaults in the performance or observance of any covenant, agreement or obligation of the Borrower set forth in this Regulatory Agreement, and if such default remains uncured for a period of 30 days (or longer as provided later in this sentence) after notice thereof shall have been given by the Authority or the Trustee to the Borrower, with a copy of such notice to the others (or for a longer period after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 30-day period, and if the Borrower commences same within such 30-day period and thereafter diligently and continuously prosecutes the same to completion), then the Authority or the Trustee may declare that the Borrower is in default hereunder and may take any one or more of the following steps, at its option:

(i) by mandamus or other suit, action or proceeding at law or in equity, require the Borrower to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the Authority or the Trustee hereunder;

(ii) have access to and inspect, examine and make copies of all of the books and records of the Borrower pertaining to the Project;

(iii) take whatever other action at law or in equity may appear necessary or desirable to enforce the obligations, covenants and agreements of the Borrower hereunder; or

(iv) recover any monetary damages suffered by the Authority or the Trustee from time to time as a consequence of any event of default.

(b) The Borrower hereby acknowledges and agrees that money damages will not be an adequate remedy at law for a default by the Borrower arising from a default hereunder, and therefore the Borrower agrees that the remedy of specific performance shall be available to the Authority in any such case, but without prejudice to the availability of monetary damage remedies.

(c) The Trustee shall have the right, but not the obligation, in accordance with this Section and the provisions of the Indenture, without the consent or approval of the Authority, to exercise any or all of the Authority's rights or remedies hereunder, and the Authority hereby irrevocably appoints



the Trustee attorney-in-fact for the purpose of enforcement of this Regulatory Agreement, if the Trustee chooses, at its option, to exercise such rights. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. The Borrower agrees to pay, indemnify and hold the Authority and Trustee harmless from any and all costs, expenses and fees, including all reasonable attorneys' fees that may be incurred by the Authority and Trustee in enforcing or attempting to enforce this Regulatory Agreement following any event of default of the same on the part of the Borrower, whether the same shall be enforced by suit or otherwise, and the reasonable fees and expenses of counsel in connection with any opinion to be rendered hereunder, excepting any such costs, expenses and fees incurred as a result of Authority's or the Trustee's willful misconduct or gross negligence.

(d) No remedy conferred herein or reserved to the Authority or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

(e) If the Authority or the Trustee has instituted any proceeding to enforce any right or remedy under this Regulatory Agreement and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Authority, then and in every such case the Borrower, the Authority, and the Trustee shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Authority and the Trustee shall continue as though no such proceeding has been instituted.

(f) No delay or omission of the Authority or the Trustee to exercise any right or remedy provided hereunder upon an event of default (except a delay or omission pursuant to a written waiver) shall impair any such right or remedy or constitute a waiver of any such event of default or acquiescence therein. Every right and remedy given by this Section or by law to the Authority or the Trustee may be exercised from time to time, and as often as may be deemed expedient by the Authority or the Trustee, as the case may be.

#### Section 11. Indemnification.

The Borrower shall to the fullest extent permitted by law, indemnify and hold harmless the Authority and the Trustee and their officers, directors, employees and agents, from and against (a) any and all claims arising from any cause whatsoever in connection with this Regulatory Agreement; (b) any and all claims arising from any act or omission of the Borrower or any of its agents, servants, employees, or licensees in connection with this Regulatory Agreement; and (c) all costs, counsel fees, expenses, and liabilities incurred in connection with any such claim or proceeding brought with respect to any thereof. The indemnity provided for in this Section shall not extend to matters arising from the willful misconduct or gross negligence of the Authority or the Trustee or any of their respective officers, directors, agents or employees and shall not limit any other indemnity given under any other Issuer Documents. If any action or proceeding is brought against the Authority or the Trustee, as the case may be, or any of their respective officers, directors, agents or employees with respect to which indemnity may be sought hereunder, the Borrower, shall pay the costs of defending such action including the employment of counsel reasonably acceptable to the Authority or the Trustee, as the case may be and shall assume the payment of all expenses related thereto; provided, however, that if the Borrower and any indemnified party or other named party to any such action or proceeding, including an impleaded party, or any person controlling any indemnified party shall have reasonably concluded that there may be one or more conflicting legal defenses available to it which are different from or additional to those available to the Borrower, such indemnified parties or such other party shall have the right to select separate counsel to



assume such legal defenses and to otherwise participate in the defense of such action on behalf of the indemnified party or such other party with respect to such additional or different defenses; provided further, however, that the Borrower shall not, in connection with any one such action or separate but substantially similar or related actions arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of attorneys at any point in time for the indemnified parties and such other parties, unless the Trustee reasonably concludes that representation of both the Borrower and the Trustee would be inappropriate due to actual or potential differing interests between the two.

In performing their duties and obligations hereunder and exercising their rights and remedies hereunder, the Authority and the Trustee may rely upon statements and certificates of the Borrower or tenants of Low-Income Units believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the Borrower pertaining to occupancy of the Project. In addition, the Authority and the Trustee may consult with counsel of their selection, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Authority or the Trustee hereunder in good faith and in conformity with the opinion of such counsel.

The protection and obligations under this Section shall survive the termination or expiration of this Regulatory Agreement as necessary to effectuate its provisions. This indemnity is not a guarantee of any portion of the Borrower's payment obligations under the Loan Agreement.

#### Section 12. Trustee.

(a) The Trustee shall have no liability under or pursuant to this Regulatory Agreement except for and to the extent of its own gross negligence or willful misconduct in violation of its duties expressly set forth in this Regulatory Agreement. The duties and obligations of the Trustee under or pursuant to this Regulatory Agreement shall be solely those expressly set forth in this Regulatory Agreement, and no implied duties or covenants shall be read into this Regulatory Agreement on the part of the Trustee. Notwithstanding any term hereof (or in any other document) to the contrary, the duties of the Trustee hereunder are purely ministerial in nature and shall not be construed to be those of a fiduciary.

(b) The Trustee shall not be required or under any obligation to monitor or independently investigate the financial condition of the Borrower or to monitor, determine, investigate or compel the Borrower's compliance with or performance under this Regulatory Agreement. The Trustee shall not have any responsibility or other obligation with respect to reports, notices, certificates or other documents filed with it hereunder. In no instance shall the Trustee otherwise be required to examine, review or evaluate the contents of any report, certificate or statement received by it hereunder, the delivery thereof to the Trustee being solely for the purpose of making such materials available for review and use by the Authority.

(c) The Trustee may rely conclusively upon any notice, instruction, certificate, consent, waiver, statement, instrument and other document received and believed by it in good faith to be genuine and presented by the proper person. Without limiting the foregoing, the Trustee shall be entitled to assume in good faith the due authority and genuineness of any signature appearing on any instrument or document it may receive. The Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be within the discretion or powers conferred upon it, or taken by it pursuant to any direction or instruction by which it is governed hereunder (including, without limitation, at the instruction or direction of any governmental body pursuant to the terms hereof), or omitted to be taken by it by reason of the lack of direction or instruction required hereby for such action. The Trustee shall in no event be liable for the application or misapplication of funds by any other person, or for the acts or



omissions of any other person (including, without limitation, any other party to this Regulatory Agreement). The Trustee shall not be bound to make any investigation into the facts or matters stated in any certificate, report or other document. The Trustee may consult with and obtain the advice of counsel, and shall be protected in any action it may take (or refrain from taking, as the case may be) in good faith based upon the advice of such counsel. The Trustee may exercise or carry out any of its duties under this Regulatory Agreement either directly or indirectly through agents or attorneys, and shall not be responsible for any acts or omissions on the part of any such agent or attorney appointed with due care. To the extent permitted by applicable law, the Trustee shall not be required to give any bond or surety in the execution of its duties. No provision of this Regulatory Agreement shall obligate the Trustee to expend or risk its own funds or to take any remedial action which might, in its reasonable judgment, involve or subject it to costs, expenses or liabilities for which it is not adequately indemnified. The Trustee shall not be liable for any indirect, special or consequential damages (included but not limited to lost profits) whatsoever, even if it has been informed of the likelihood thereof and regardless of the form of action. The Trustee shall not be deemed to have, or be charged with, knowledge or notice of any matter unless actually known to a Responsible Officer of the Trustee (as defined below). The Trustee shall not be liable for any action (i) taken by it in good faith and reasonably believed by it to be within the discretion or powers conferred upon it, or (ii) in good faith omitted to be taken by it because reasonably believed to be beyond the discretion or powers conferred upon it, (iii) taken by it pursuant to any direction or instruction by which it is governed under this Regulatory Agreement or (iv) omitted to be taken by it by reason of the lack of direction or instruction required for such action, nor shall it be responsible for the consequences of any error of judgment reasonably made by it. When any consent or other action by the Authority is called for by this Regulatory Agreement, the Trustee may defer such action pending such investigation or inquiry or receipt of such evidence, if any, as it may require in support thereof. No permissive right or power to act granted to the Trustee hereunder shall be construed as a requirement to act; and no delay in the exercise of any such right or power by the Trustee shall affect the subsequent exercise of that right or power.

Section 13. Third Party Beneficiary. The Trustee is a third party beneficiary with full rights to enforce the terms hereof.

Section 14. Binding Effect. This Regulatory 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 this Regulatory Agreement, until such time as the foreclosed upon Project, or Project held by a trustee in bankruptcy, or Project 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.

Section 15. Governing Law. This Regulatory Agreement shall be governed by the laws of the State of Connecticut.

Section 16. Amendments; Waivers. (a) This Regulatory Agreement may be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the Town of New Canaan, Connecticut, and only upon receipt by the Authority and the Trustee, if deemed necessary by the Authority, of an opinion from Bond Counsel that such amendment will not adversely affect the Tax-Exempt status of interest on the Bonds and is not contrary to the provisions of the Housing Act.

(b) Anything to the contrary contained herein notwithstanding, the Authority and the Borrower hereby agree to amend this Regulatory Agreement to the extent required, in the opinion of Bond Counsel, in order that interest on the Bonds remains Tax-Exempt. The parties requesting such

amendment shall notify the other parties to this Regulatory Agreement of the proposed amendment, with a copy of such proposed amendment to Bond Counsel and a request that Bond Counsel render to the Authority and the Trustee an opinion as to the effect of such proposed amendment upon the Tax-Exempt status of interest on the Bonds. This provision shall not be subject to any provision of any other agreement requiring any party hereto to obtain the consent of any other person in order to amend this Regulatory Agreement.

(c) Any waiver of, or consent to, any condition under this Regulatory Agreement must be expressly made in writing.

Section 17. Notices. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, overnight delivery, certified or registered mail, postage prepaid, return receipt requested, in each case to the respective addresses specified in the Indenture, or at such other addresses as may be specified in writing by the parties hereto. Unless otherwise specified by the Authority, the address of the Authority:

Housing Authority of the Town of New Canaan  
57 Millport Avenue  
New Canaan, CT 06840  
Attention: Chairman

The Authority and the Borrower may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Notice shall be deemed given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission; provided that any electronic transmission received by any party after 4:00 p.m., local time of the receiving party, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day.

The Borrower shall notify the Authority in writing of any change to the name of the Project or any change of name or address for the Borrower.


Section 18. Severability. If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

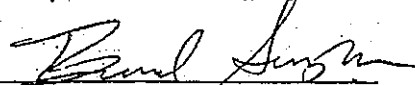
Section 19. Rider. The FHA Rider to Regulatory Agreement attached hereto as Exhibit C is incorporated herein and forms a part of this Regulatory Agreement.

Section 20. Multiple Counterparts. This Regulatory Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

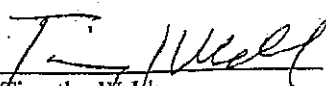
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Witnesses:

  
Kisha Palmer

  
BARNARD SIMPSON


HOUSING AUTHORITY OF THE TOWN  
OF NEW CANAAN

By:   
Name: Timothy Welch  
Title: Vice-Chairman

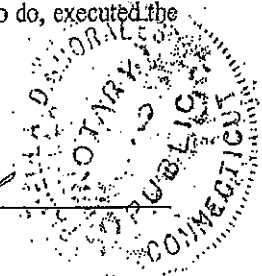
STATE OF CONNECTICUT                    )  
  )  
COUNTY OF FAIRFIELD                )     ss: New Canaan

On this the 18 day of August, 2020, before me, the undersigned officer, personally appeared Timothy Welch, known to me (or satisfactorily proven) to be the Vice-Chairman of the Housing Authority of the Town of New Canaan and as Vice-Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand.

  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

PAMELLA D. MORALES  
Notary Public, State of Connecticut  
Commission Expires Feb 28, 2025



Witnesses:

Keisha Palmer  
Bernard Simkins  
 BERNARD SIMKINS

**CANAAN PARISH REDEVELOPMENT  
 LIMITED PARTNERSHIP**

By: Canaan Parish Redevelopment GP, LLC  
 Its General Partner

By: Housing Authority of the Town of New  
 Canaan  
 Its Managing Member

By: Scott Hobbs  
 Name: Scott Hobbs  
 Its: Chairman

STATE OF CONNECTICUT )

COUNTY OF FAIRFIELD )

ss: New Canaan

Personally appeared Scott Hobbs, known to me (or satisfactorily proven) to be an Authorized Representative as Chairman of **Housing Authority of New Canaan**, a public body corporate and politic, exercising public and essential governmental functions, duly organized and existing under the laws of the State of Connecticut, managing member of Canaan Parish Redevelopment GP, LLC, the general partner of **Canaan Parish Redevelopment Limited Partnership**, a Connecticut limited partnership, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand..

Pamela D. Morales

Notary Public

My Commission Expires:

**PAMELLA D. MORALES**

Notary Public, State of Connecticut

My Commission Expires Feb 28, 2025



**EXHIBIT A**  
**DESCRIPTION OF REAL PROPERTY**

All that certain piece or parcel of land, situated in the Town of New Canaan, County of Fairfield and State of Connecticut, more particularly shown and delineated as "'I' 226,708± SQ. FT. 5.204± ACRES" ("Parcel I") on a certain map entitled "MAP SHOWING LANDS OF THE TOWN OF NEW CANAAN TO BE LEASED TO NEW CANAAN NEIGHBORHOODS INC. NEW CANAAN, CONNECTICUT 'B' RESIDENCE ZONE 10.906 ACRES - 475,096± SQ. FT.," which map is filed for record on the New Canaan Land Records as Map No. 5839 ("Map 5839"), reference to Map 5839 being expressly made. Parcel I is more particularly bounded and described as follows:

EASTERLY:	620.57 feet by Connecticut State Highway Route #123 known as New Norwalk Road;
SOUTHEASTERLY:	26.16 feet by the curved intersection of New Norwalk Road with the public highway known as Lakeview Avenue;
SOUTHERLY:	227.21 feet by the public highway known as Lakeview Avenue;
WESTERLY:	30.00 feet, then
SOUTHWESTERLY:	90.00 feet, then again
WESTERLY:	200.00 feet, then again
SOUTHWESTERLY:	310.49 feet by other land of the Town of New Canaan presently being used for the Town Highway Garage, and
NORTHWESTERLY:	540.21 feet by Parcel "'II' 248,388± SQ. FT. 5.702± ACRES" on Map 5839 ("Parcel II").

Said Parcel I is also described as follows:

Beginning at a monument where same is intersected by a stonewall on the westerly side of New Norwalk Road (Route #123) and being the southeasterly corner of land of Anne C. Zavisho; thence running along the westerly side of New Norwalk Road (Route #123) the following course and distance on a curve to the right having a radius of 1870.08 feet for a length of 216.97 feet to the point or place of beginning; thence continuing along the westerly side of New Norwalk Road (Route #123) the following courses and distances on a curve to the right having a radius of 1870.08 feet for a length of 194.05 feet to a monument and:

S 14-23-40 E                      426.52 feet

to a point on the northerly side of Lakeview Avenue; thence turning and running in a generally southwesterly direction along the northerly side of Lakeview Avenue the following courses and distances on a curve to the right having a radius of 20.00 feet for a length of 26.16 feet and on a

curve to the right having a radius of 620.55 feet for a length of 220.22 feet and

S 80-53-40 W

6.99 feet

to a point being a southeasterly corner of land of the Town of New Canaan; thence turning and running in a generally northwesterly direction along a generally northeasterly boundary of the Town of New Canaan the following courses and distances:

N 14-23-40 W 30.00 feet

N 59-23-40 W 90.00 feet

N 14-23-40 W 200.00 feet

N 49-33-10 W 104.00 feet

and N 61-30-20 W 206.49 feet

to a point on the southeasterly boundary of Parcel II as shown on Map #5839 on file in the New Canaan Land Records; thence turning and running in a generally northeasterly direction along a generally southeasterly boundary of the aforesaid Parcel II the following courses and distances:

N 32-04-20 E 76.00 feet

N 46-39-50 E 100.00 feet

and N 69-40-54 E 364.21 feet

to the point or place of beginning.

The said parcel is leased together with an easement to the occupants of dwelling units located thereon to cross, on foot, the "Conservation Area" shown on a map entitled "Subdivision Map Town of New Canaan New Norwalk Road (Route 123), Lakeview Avenue, Millport Avenue & East Avenue New Canaan, Connecticut Dated December 22, 1998 as revised Sheets 1 and 2" filed as Maps #7057 and #7058 in the office of the New Canaan Town Clerk to reach the area depicted on said Maps as "Access Easement In Favor Of The Town Of New Canaan".

Said premises are also known as 186 Lakeview Avenue, New Canaan, Connecticut (Parcel I).

**EXHIBIT B****FORM OF CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE**

The Borrower shall certify, in each Certificate of Continuing Program Compliance, that to the best of its knowledge:

- (i) The Project met the requirements of the 40/60 test under §142(d) of the Code;
- (ii) The Borrower has received an annual income certification from each tenant of a Low Income Unit and documentation to support that certification;
- (iii) All units in the Project were for use by the general public and are used on a non-transient basis except for the employee's unit;
- (iv) The Project was suitable for occupancy, taking into account local health, safety, and building codes;
- (v) If a Low Income Unit in the Project became vacant during the year, reasonable attempts were or are being made to rent that unit to tenants having a qualifying income;
- (vi) The Project complies with the requirements of the Code applicable to the Bonds; and
- (vii) The Borrower is in compliance with the Regulatory Agreement in all material respects.

**EXHIBIT C****HUD RIDER TO RESTRICTIVE COVENANTS**

This RIDER TO RESTRICTIVE COVENANTS is made as of August 1, 2020, by Canaan Parish Redevelopment Limited Partnership ("Borrower") and Housing Authority of the Town of New Canaan ("Agency").

WHEREAS, Borrower has obtained financing from ORIX Real Estate Capital, LLC ("Lender") for the benefit of the project known as Canaan Parish ("Project"), which loan is secured by a Multifamily Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement ("Security Instrument") dated August 27, 2020, and recorded in the Town of New Canaan, Connecticut, Fairfield County, ("Records") simultaneously herewith and is insured by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, Borrower has received tax-exempt bond financing from the Agency, which Agency is requiring certain restrictions be recorded against the Project; and

WHEREAS, HUD requires as a condition of its insuring Lender's financing to the Project, that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, the Agency has agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Rider.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider, the provision contained in this Rider shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means ORIX Real Estate Capital, LLC, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.



"Security Instrument" means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

"Surplus Cash" has the meaning specified in the HUD Regulatory Agreement.

(c) The provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the "HUD Requirements"). Borrower covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the Agency's ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower represents and warrants that to the best of Borrower's knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate.

(e) Borrower and the Agency acknowledge that Borrower's failure to comply with the covenants provided in the Restrictive Covenants does not and shall not serve as a basis for default under the HUD Requirements, unless a default also arises under the HUD Requirements.

(f) Except for the Agency's reporting requirement, in enforcing the Restrictive Covenants the Agency will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Borrower is a for-profit entity;
- ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
- iii. Available residual receipts authorized by HUD, if the Borrower is a non-profit entity; or
- iv. A HUD-approved collateral assignment of any HAP contract.

(g) For so long as the Mortgage Loan is outstanding, Borrower and Agency shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.

(h) Subject to the HUD Regulatory Agreement, the Agency may require the Borrower to indemnify and hold the Agency harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Agency relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower's obligation to indemnify and hold the Agency harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.

(i) No action shall be taken in accordance with the rights granted herein to preserve the tax exemption of the interest on the notes or bonds, or prohibiting the owner from taking any action that might jeopardize the tax-exemption, except in strict accord with Program Obligations.

**BORROWER:****CANAAN PARISH REDEVELOPMENT  
LIMITED PARTNERSHIP**

By: Canaan Parish Redevelopment GP, LLC

Its General Partner

By: Housing Authority of the Town of New Canaan

Its Managing Member

By: 

Name: Scott Hobbs

Its: Chairman

**AGENCY:****HOUSING AUTHORITY OF THE TOWN  
OF NEW CANAAN**By: 

Name: Timothy Welch

Title: Vice Chairman

STATE OF CONNECTICUT )

)

ss: New Canaan

COUNTY OF FAIRFIELD )

)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that on this 21 day of August, 2020 **Scott Hobbs**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and the free and voluntary act of **Scott Hobbs** for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[seal]

STATE OF CONNECTICUT )

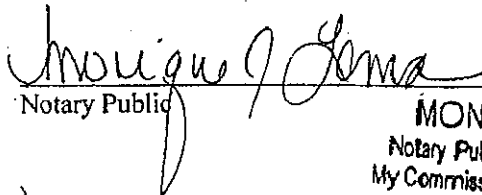
)

ss: New Canaan

COUNTY OF FAIRFIELD )

)

Notary Public

**MONIQUE J. LEMA**Notary Public, State of Connecticut  
My Commission Expires Feb. 28, 2025

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that on this 21 day of August, 2020 **Timothy Welch**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and the free and voluntary act of **Timothy Welch** for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

*Monique J. Lema*  
Notary Public

**MONIQUE J. LEMA**  
Notary Public, State of Connecticut  
My Commission Expires Feb. 28, 2025

)  
) ss: New Canaan  
)

Received for Record at New Canaan, CT  
On 08/26/2020 At 8:23:21 am

*Claudia A. Weber*

Doc ID: 002740440014 Type: LAN  
Book 1022 Page 221 - 234  
File# 816

After recording, please return to: CHFA, 999 West St., Rocky Hill, CT 06067; Attn: Legal/rhr

### EXTENDED LOW-INCOME HOUSING COMMITMENT

This EXTENDED LOW-INCOME HOUSING COMMITMENT (the "Agreement") is made this 27th day of August, 2020, by and between CANAAN PARISH REDEVELOPMENT LIMITED PARTNERSHIP, a limited partnership with an office and principal place of business at c/o Canaan Parish Redevelopment GP, LLC, 57 Millport Avenue, New Canaan, Connecticut 06840 (the "Owner") and the CONNECTICUT HOUSING FINANCE AUTHORITY, a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut, with an office and principal place of business at 999 West Street, Rocky Hill, Connecticut 06067 (the "Authority").

### WITNESSETH:

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

WHEREAS, the Owner is the owner of a leasehold interest in certain real property known as Canaan Parish Redevelopment, and located at 186 Lakeview Avenue, New Canaan, Connecticut (the "Property"), which Property is more particularly described on Exhibit A, attached hereto and made a part hereof;

WHEREAS, the Property has qualified for low-income housing tax credits in the approximate annual amount of \$1,288,667 for buildings financed by tax-exempt bonds pursuant to Section 42(h)(4) of the Internal Revenue Code of 1986, as amended (collectively, the "Code");

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

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

### I. DEFINITIONS.

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

- (a) "Compliance Period" means, with respect to any building, the period of fifteen (15) taxable years beginning with the first (1<sup>st</sup>) taxable year of the Credit Period with respect thereto.
- (b) "Credit Period" means, with respect to any building, the period of ten (10) taxable years beginning with:

-- 1 --



- (i) the taxable year in which the building is placed in service, or
- (ii) at the irrevocable election of the taxpayer, the succeeding year,

but only if the building is a "qualified low-income building" (as such term is defined in the Code) as of the close of the first (1<sup>st</sup>) year of such period.

- (c) "Development" means all real and personal property, and all assets of whatever nature or wherever situate, used in (or owned by) the business conducted on the Property, which business is to provide rental accommodations for persons of low and moderate income and other activities incidental thereto, and which shall also include, without limitation, a building or structure, or several proximate and interrelated buildings or structures and facilities functionally related and subordinated thereto, financed under a common plan, all located on a single tract of land [except as provided for in Section 42(g)(7) of the Code (relating to scattered site projects) and Section 42(h)(6)(K) of the Code (relating to projects which consist of more than one (1) building)], which buildings shall be owned by the same person for tax purposes and shall each contain one (1) or more similarly constructed units, having separate and complete facilities for living, sleeping, eating, cooking and sanitation for an individual or a family, and facilities which are functionally related and subordinate to such units, and all of such units shall be rented or available for rental on a non-transient basis to members of the general public, *provided, however, special provisions shall apply for eligible single room occupancy housing and transitional housing for the homeless;*
- (d) "Extended Use Period" means the period of time:
  - (i) beginning on the first (1<sup>st</sup>) day in the Compliance Period on which such building is part of a qualified low-income housing project; and
  - (ii) ending on the later of:
    - (A) the date specified in Section II(d) of this Agreement, or
    - (B) the date which is fifteen (15) years after the close of the Compliance Period.
- (e) "HUD" means the United States Department of Housing and Urban Development, or its successor;
- (f) "Qualified Person(s)" means individuals and families who, at the time each such individual or family first occupies a Unit in the Development, are of low income, having annual income not exceeding sixty percent (60%) of area median gross income, adjusted for family size, within the meaning of the Code and the Treasury Regulations promulgated thereunder; *provided, however,* in the case of individuals and families occupying at least: (i) twenty (20) Units, individuals and families having an annual

income not exceeding fifty percent (50%) of area median gross income at such time, and (ii) eighty (80) Units, individuals and families having an annual income not exceeding eighty percent (80%) of area median gross income at such time in accordance with Section 42(g)(1)(C) of the Code, and Owner hereby irrevocably elects the "average income test" in accordance therewith.

- (g) "Qualified Rent" means gross rent (as defined in Section 42(g)(2)(B) of the Code) not greater than thirty percent (30%) of the imputed income limitation applicable to a particular Unit, within the meaning of Section 42(g)(2)(C) of the Code, as adjusted annually;
- (h) "Qualified Unit" means those Units occupied by Qualified Persons at a Qualified Rent; and
- (i) "Unit" means an individual dwelling referenced in Section I(c) of this Agreement.

## II. THE COMMITMENT.

(a) Failure to comply with the provisions of this Agreement is an event of default hereunder and the Authority or its successors and/or assigns may exercise any of the remedies available hereunder. Furthermore, the Authority may seek specific performance of this Agreement by the Owner, or any successor in interest thereto, without declaring an event of default and without waiving any remedies hereunder, by filing an action in any court of competent jurisdiction in the State of Connecticut.

(b) For each taxable year in the Extended Use Period, the applicable fraction (as defined in Section 42(c)(1)(B) of the Code as the smaller of the "unit fraction" [low income Units/residential rental Units] or the "floor space fraction" [total floor space of low-income Units/total floor space of residential rental Units]), shall not be less than:

100/100 (unit fraction)  
100% (floor space fraction)

(c) Individuals who meet the income limitation applicable to the Development under Section 42(g)(1) of the Code (whether prospective, present, or former occupants who qualify, qualified, or would qualify) hereby have the right to enforce, in any State court, the requirements set forth in Sections II(a) and II(b) of this Agreement, and the prohibitions set forth in Section II(e)(iii), II(e)(iv), and II(f) of this Agreement, and said individuals may apply to any court of competent jurisdiction in the State of Connecticut for specific performance of the provisions of this Agreement, notwithstanding any action which may or may not be taken by the Authority.

(d) The Extended Use Period shall be for an additional twenty-five (25) years after the close of the Compliance Period, unless terminated earlier ("Early Termination") on: (i) the date of the Development's foreclosure or deed-in-lieu of foreclosure (unless the Secretary of the Treasury determines that such foreclosure or deed-in-lieu of foreclosure is part of an arrangement with a purpose of terminating the Extended Use Period); or (ii) the last day of the one (1) year period beginning on the

date which a request is made by the Owner (which request is made not earlier than the end of the fourteenth (14<sup>th</sup>) year of the Compliance Period) for the Authority to present a "qualified contract" (as defined in Section 42(h)(6)(F) of the Code and Section 1.42-18 of the Treasury Regulations) for the acquisition of the low-income portion of the Development, as defined in Section 42(h)(6)(H) of the Code, all in accordance with Section 42(h)(6) of the Code, provided that the Authority has not presented such a contract. *Notwithstanding the foregoing, in the event the Extended Use Period as agreed upon herein is longer than the date which is fifteen (15) years after the close of the Compliance Period, the Owner hereby acknowledges and agrees that such additional period constitutes a more stringent requirement as provided by Section 42(h)(6)(E) of the Code and that Section II(d)(ii) of this Agreement therefore shall not apply and shall have no force or effect.*

(e) During the Extended Use Period:

- (i) not less than 100% of the Units in the Development shall be occupied (or will be available for occupancy) by Qualified Persons (*Note: at the discretion of the Secretary of the Treasury, the maximum income levels may deviate from the area median income data to reflect current HUD policy or future Treasury policy on income limits with respect to areas with unusually low family income or high housing costs relative to family income consistent with HUD determinations under Section 8 of the United States Housing Act of 1937*);
- (ii) the rents for each Qualified Unit shall not exceed the Qualified Rent, which will be uniform for each particular housing unit size (i.e., efficiencies, one-bedroom units, two-bedroom units), regardless of the number of persons residing in the household and in accordance with Section 42(g) of the Code;
- (iii) no tenant who was occupying a Qualified Unit at any time during (or at the end of) the Extended Use Period may be removed whether by eviction, expiration of lease or for any termination of the tenancy (other than for good cause);
- (iv) no rent may be increased for any Qualified Unit beyond the Qualified Rent:
  - (A) at any time during the Extended Use Period; or
  - (B) as long as it is occupied by the tenant who was occupying the unit at the expiration of the Extended Use Period.

(f) The tenant protections set forth in Section 42(h)(6)(E)(ii) of the Code shall survive for a period of three (3) years following an Early Termination and for such three (3) year period such tenant protections shall be binding upon the Property and upon any holder of a mortgage on the Property or any successor or assign of such holder who succeeds to all or any part of the Owner's interest in, or otherwise acquires title to, the Property. Such protection provides, without limitation, that for a period of three (3) years following an Early Termination of the Extended Use Period: (i) no tenant who was occupying a Qualified Unit at the end of the Extended Use Period may be removed whether by eviction, expiration of lease or any termination of the tenancy (other than for good cause); and (ii) no rent may be increased for



any Qualified Unit beyond the Qualified Rent as long as it is occupied by the tenant who was occupying the unit at the Early Termination of the Extended Use Period.

### III. REPRESENTATIONS, WARRANTIES & COVENANTS.

(a) The Owner hereby represents, covenants, warrants and agrees, as follows:

(i) the Development is to be developed, owned, managed and operated for the Extended Use Period as "residential rental property" (as such phrase is used in Section 42(d) of the Code), on a continuous basis during the Extended Use Period and that the Development constitutes, or will constitute, a qualified low-income building or qualified project, as applicable (as defined in Section 42 of the Code);

(ii) Owner is a legally organized entity, qualified to transact business under the laws of the State of Connecticut, has the power and authority to own its properties and assets and to carry on its business as now being conducted, and has the full legal right, power and authority to execute and deliver this Agreement;

(iii) Owner shall, at the time of execution and delivery of this Agreement, have good and marketable title to the Development, free and clear of any lien or encumbrance (subject to encumbrances approved by the Authority);

(iv) Owner shall make no change in the nature, size (including number of Units) or location of the Development from that which was described in the Owner's Application to the Authority dated January 30, 2020 without the prior written consent of the Authority;

(v) Owner shall obtain the agreement of any buyer, or successor, or other person acquiring the Property or the Development, or any interest therein, that such acquisition is subject to the requirements of this Agreement, and the Owner shall promptly notify the Authority of any such transfer. *Notwithstanding the foregoing, this provision shall not act to waive any other restriction on such sale, transfer or exchange of the Development;*

(vi) Once available for occupancy, each Qualified Unit in the Development shall be rented or available for rental on a continuous basis to members of the general public on a non-transient basis throughout the Extended Use Period (except for transitional housing for the homeless or single-room occupancy units provided under Section 42(i)(3)(B)(iii) and (iv) of the Code);

(vii) Owner shall not discriminate on the basis of race, creed, color, sex, sexual preference, age, handicap, marital status, national origin, familial status, source of income or disability in the lease, use or occupancy of the Development, or in the employment of persons for the operation and management of the Development;

(viii) Owner has not executed and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions of this Agreement and that, in any

event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herein;

(ix) Owner shall obtain the consent of all holders of prior recorded mortgages or liens on the Property to this Agreement and such consent shall be a condition precedent to the issuance of the Internal Revenue Service Form 8609 constituting the final allocation of the low-income housing tax credits for the Development;

(x) Owner shall record this Agreement promptly on the land records of the municipality in which the Property is located, upon recording of this Agreement, the Owner shall immediately transmit to the Authority evidence of said recording including the date and volume and page numbers, and the Owner agrees that the Authority will not issue the Internal Revenue Service Form 8609, constituting final allocation of low-income housing tax credits for the Development, until the Authority has received a certified copy of the recorded Agreement;

(xi) Owner shall comply with any monitoring plan, guidelines, procedures, or requirements as may be adopted or amended from time to time by the Authority in accordance with the requirements of the Code, or regulations promulgated thereunder by the United States Department of the Treasury, Internal Revenue Service, or otherwise in order to monitor compliance with the provisions of this Agreement;

(xii) Notwithstanding anything in this Agreement to the contrary, in the event that the Owner fails to comply fully with the covenants and agreements contained herein or within the Code, all applicable regulations, rules, rulings, policies, procedures, or other official statements promulgated by the Department of Treasury, the Internal Revenue Service or the Authority, from time to time, pertaining to the obligations of the Owner as set forth therein or herein, the Authority may, in addition to all of the remedies provided by law or in equity, report such noncompliance to the Internal Revenue Service which could result in penalties and/or re-capture of low-income housing tax credits;

(xiii) Owner hereby agrees that this Agreement prohibits: (A) the disposition to any person of any portion of the building to which this Agreement applies unless all of the building to which such Agreement applies is disposed of to such person; and (B) the refusal to lease to a holder of a voucher or certificate of eligibility under Section 8 of the U.S. Housing Act of 1937 because of the status of the prospective tenant as such a holder; and

(xiv) In the event any foreclosure proceedings are initiated affecting the Property, Owner shall provide the Authority with notice of the same immediately upon receipt of service of process of said foreclosure action.

#### IV. MISCELLANEOUS.

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

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(b) The invalidity of any provisions of this Agreement shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of the provisions of this Agreement, which shall continue in full force and effect as if such invalid provision had never been included herein.

(c) False statements made herein are punishable under the penalty for false statement set out in Connecticut General Statutes § 53a-157b.

(d) This Agreement shall be binding on all successors and/or assigns of the Owner and this Agreement shall be recorded and encumber the Property as a restrictive covenant in accordance with the laws of the State of Connecticut.

(e) Neither this Agreement nor any term hereof may be altered, amended, modified, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

(f) Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as FedEx, addressed to the addressees, as set forth on the first page hereof. Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above. A notice shall be deemed to have been given, delivered and received upon the earliest of: (A) if sent by certified or registered mail, on the date of actual receipt (or tender of delivery and refusal thereof) as evidenced by the return receipt; or (B) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day at the specified address. Notice shall not be deemed to be defective with respect to the recipient thereof for failure of receipt by any other party. 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.

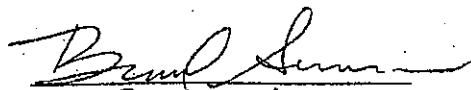
(g) Attached hereto as Exhibit B is a Rider, the terms of which are incorporated into this Agreement.


*[Remainder of Page Intentionally Left Blank – Signature Pages Follow]*

-- 7 --



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

  
Name: Bernard Simpkin

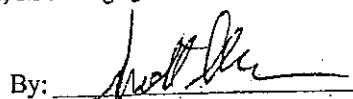
  
Name: Keisha Palmer

OWNER:

Canaan Parish Redevelopment Limited Partnership

By: Canaan Parish Redevelopment GP, LLC  
Its General Partner

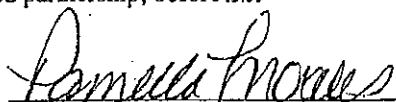
By: Housing Authority of the Town of New Canaan, Its Managing Member

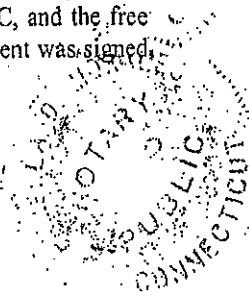
By:   
Scott Hobbs  
Chairman

STATE OF CONNECTICUT )  
 ) ss: New Canaan  
COUNTY OF FAIRFIELD )

August 18, 2020

Personally appeared, Scott Hobbs, Chairman of the Housing Authority of the Town of New Canaan, the Managing Member of Canaan Parish Redevelopment GP, LLC, the general partner of Canaan Parish Redevelopment Limited Partnership, as aforesaid Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed as Chairman of the Housing Authority of the Town of New Canaan, the Managing Member of Canaan Parish Redevelopment GP, LLC, and the free act and deed of Canaan Parish Redevelopment Limited Partnership, and that said instrument was signed on behalf of and with the authority of said limited partnership, before me.

  
Commissioner of the Superior Court  
Notary Public



PAMELLA D. MORALES  
Notary Public, State of Connecticut  
My Commission Expires Feb 28, 2025

{W3230787/3}

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Canaan Parish Redevelopment; CT - 20 - 401  
LIHTC -- Extended Low-Income Housing Commitment  
Form Revision Date: 5/12/17

CONNECTICUT HOUSING FINANCE AUTHORITY

Lorane Rinaldi  
Lorane Rinaldi  
Sue Hackett  
Sue Hackett

By: Nandini Natarajan  
 Nandini Natarajan  
 Chief Executive Officer-Executive Director  
 Duly Authorized.

STATE OF CONNECTICUT )

ss. Rocky Hill

August 20, 2020

COUNTY OF HARTFORD )

Personally appeared, Nandini Natarajan, Chief Executive Officer-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.

Sue Hackett  
 Notary Public  
 My Commission Expires 6/30/2021

Sue Hackett  
~~Commissioner of the Superior Court~~  
 Notary Public



Exhibit A

All that certain piece or parcel of land, situated in the Town of New Canaan, County of Fairfield and State of Connecticut, more particularly shown and delineated as " 'I' 226,708± SQ. FT. 5.204± ACRES " ("Parcel I") on a certain map entitled "MAP SHOWING LANDS OF THE TOWN OF NEW CANAAN TO BE LEASED TO NEW CANAAN NEIGHBORHOODS INC. NEW CANAAN, CONNECTICUT 'B' RESIDENCE ZONE 10.906 ACRES - 475,096± SQ. FT.," which map is filed for record on the New Canaan Land Records as Map No. 5839 ("Map 5839"), reference to Map 5839 being expressly made. Parcel I is more particularly bounded and described as follows:

EASTERLY: 620.57 feet by Connecticut State Highway Route #123 known as New Norwalk Road;

SOUTHEASTERLY: 26.16 feet by the curved intersection of New Norwalk Road with the public highway known as Lakeview Avenue;

SOUTHERLY: 227.21 feet by the public highway known as Lakeview Avenue;

WESTERLY: 30.00 feet, then

SOUTHWESTERLY: 90.00 feet, then again

WESTERLY: 200.00 feet, then again

SOUTHWESTERLY: 310.49 feet by other land of the Town of New Canaan presently being used for the Town Highway Garage, and

NORTHWESTERLY: 540.21 feet by Parcel "'II' 248,388± SQ. FT. 5.702± ACRES" on Map 5839 ("Parcel II").

Said Parcel I is also described as follows:

Beginning at a monument where same is intersected by a stonewall on the westerly side of New Norwalk Road (Route #123) and being the southeasterly corner of land of Anne C. Zavisho; thence running along the westerly side of New Norwalk Road (Route #123) the following course and distance on a curve to the right having a radius of 1870.08 feet for a length of 216.97 feet to the point or place of beginning; thence continuing along the westerly side of New Norwalk Road (Route #123) the following courses and distances on a curve to the right having a radius of 1870.08 feet for a length of 194.05 feet to a monument and:

S 14-23-40 E 426.52 feet

to a point on the northerly side of Lakeview Avenue; thence turning and running in a generally southwesterly direction along the northerly side of Lakeview Avenue the following courses and distances on a curve to the right having a radius of 20.00 feet for a length of 26.16 feet and on a

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curve to the right having a radius of 620.55 feet for a length of 220.22 feet and

S 80-53-40 W 6.99 feet

to a point being a southeasterly corner of land of the Town of New Canaan; thence turning and running in a generally northwesterly direction along a generally northeasterly boundary of the Town of New Canaan the following courses and distances:

N 14-23-40 W 30.00 feet

N 59-23-40 W 90.00 feet

N 14-23-40 W 200.00 feet

N 49-33-10 W 104.00 feet

and N 61-30-20 W 206.49 feet

to a point on the southeasterly boundary of Parcel II as shown on Map #5839 on file in the New Canaan Land Records; thence turning and running in a generally northeasterly direction along a generally southeasterly boundary of the aforesaid Parcel II the following courses and distances:

N 32-04-20 E 76.00 feet

N 46-39-50 E 100.00 feet

and N 69-40-54 E 364.21 feet

to the point or place of beginning.

The said parcel is leased together with an easement to the occupants of dwelling units located thereon to cross, on foot, the "Conservation Area" shown on a map entitled "Subdivision Map Town of New Canaan New Norwalk Road (Route 123), Lakeview Avenue, Millport Avenue & East Avenue New Canaan, Connecticut Dated December 22, 1998 as revised Sheets 1 and 2" filed as Maps #7057 and #7058 in the office of the New Canaan Town Clerk to reach the area depicted on said Maps as "Access Easement In Favor Of The Town Of New Canaan".

Said premises are also known as 186 Lakeview Avenue, New Canaan, Connecticut (Parcel I).

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**EXHIBIT B**  
**HUD Rider To Restrictive Covenants**

This RIDER TO RESTRICTIVE COVENANTS is made as of August 27, 2020, by CANAAN PARISH REDEVELOPMENT LIMITED PARTNERSHIP ("Borrower") and CONNECTICUT HOUSING FINANCE AUTHORITY ("Agency").

WHEREAS, Borrower has obtained financing from ORIX Real Estate Capital, LLC ("Lender") for the benefit of the project known as Canaan Parish ("Project"), which loan is secured by a Multifamily Leasehold Mortgage, Assignment Of Leases And Rents And Security Agreement (Connecticut) ("Security Instrument") dated as of August 27, 2020, and recorded in the Land Records of the Town of New Canaan, Connecticut ("Records") on August 25, 2020 as Document Number 816, and is insured by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, Borrower has received an allocation of Low Income Housing Tax Credits from the Agency, which Agency is requiring certain restrictions be recorded against the Project; and

WHEREAS, Borrower entered into that certain Extended Low-Income Housing Commitment ("Restrictive Covenants") with respect to the Project; and

WHEREAS, HUD requires as a condition of its insuring Lender's financing to the Project, that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, the Agency has agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Rider.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider, the provision contained in this Rider shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means ORIX Real Estate Capital, LLC, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

"Security Instrument" means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

"Surplus Cash" has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, except the requirements in 26 U.S.C. 42(h)(6)(E)(ii), to the extent applicable, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the "HUD Requirements"). Borrower covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the Agency's ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower represents and warrants that to the best of Borrower's knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In accordance with 26 U.S.C. 42(h)(6)(E)(i)(1), in] In the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate, with the exception of the requirements of 26 U.S.C. 42(h)(6)(E)(ii) above, to the extent applicable, or as otherwise approved by HUD.

(e) Borrower and the Agency acknowledge that Borrower's failure to comply with the covenants provided in the Restrictive Covenants does not and shall not serve as a basis for default under the HUD Requirements, unless a default also arises under the HUD Requirements.

(f) Except for the Agency's reporting requirement, in enforcing the Restrictive Covenants the Agency will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Borrower is a for-profit entity;



- ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
- iii. Available residual receipts authorized by HUD, if the Borrower is a non-profit entity. [or
- iv. [A HUD-approved collateral assignment of any HAP contract.]

(g) For so long as the Mortgage Loan is outstanding, Borrower and Agency shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.

(h) Subject to the HUD Regulatory Agreement, the Agency may require the Borrower to indemnify and hold the Agency harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Agency relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower's obligation to indemnify and hold the Agency harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.

- (i) Notwithstanding anything to the contrary contained herein, it is not the intent of any of the parties hereto to cause a recapture of the Low Income Housing Tax Credits or any portion thereof related to any potential conflicts between the HUD Requirements and the Restrictive Covenants. Borrower represents and warrants that to the best of Borrower's knowledge the HUD Requirements impose no requirements which may be inconsistent with full compliance with the Restrictive Covenants. The acknowledged purpose of the HUD Requirements is to articulate requirements imposed by HUD, consistent with its governing statutes, and the acknowledged purpose of the Restrictive Covenants is to articulate requirements imposed by Section 42 of the Code. In the event an apparent conflict between the HUD Requirements and the Restrictive Covenant arises, the parties and HUD will work in good faith to determine which federally imposed requirement is controlling. It is the primary responsibility of the Borrower, with advice of counsel, to determine that it will be able to comply with the HUD Requirements and its obligations under the Restrictive Covenants.

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Canaan Parish Redevelopment; CT - 20 - 401  
LIHTC -- Extended Low-Income Housing Commitment  
Form Revision Date: 5/12/17

Received for Record at New Canaan, CT  
On 08/26/2020 At 8:24:55 am

*Claudia A. Weber*

## HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN

BOOK 1052 PAGE 176

FILE 1532

## RESOLUTION 21-01

## Canaan Parish §8-30g Income Limits Commitment

**WHEREAS** the Housing Authority of the Town of New Canaan ("HANC") with offices at 57 Millport Avenue is the Managing Member of Canaan Parish Redevelopment GP LLC, which is the Managing Member of Canaan Parish Redevelopment Limited Partnership ("CPRLP").

**WHEREAS** CPRLP was formed to own and develop the Canaan Parish property at 186 Lakeview Ave, New Canaan, CT 06840.

**WHEREAS** CPRLP received Special Permit approval effective on September 7, 2018 from the New Canaan Planning and Zoning Commission for the demolition of 60 existing units and construction of 100 new units of multi-family affordable housing at 186 Lakeview Ave., New Canaan, CT, which approval is filed in the New Canaan Land Records in Volume 992, page 481; and

**WHEREAS** as part of these Special Permit approvals the HANC submitted with the Applications to the Planning and Zoning Commission a "Housing Affordability Plan" in the form of a memorandum dated July 2018 prepared by the HANC, Shipman & Goodwin LLP, and Heritage Housing, Inc., a copy of which is attached hereto; and

**WHEREAS** the HANC wishes to confirm the Affordability Plan in conformance with §8-30g of the Connecticut General Statutes (CGS) and record it on the New Canaan Land Records. Consistent with §8-30g of the CGS, fifteen percent (15 of the 100 units) shall be rented to persons and families whose income is less than or equal to sixty percent of the median income, and the remainder of the units will be rented to persons and families whose income is less than or equal to eighty percent of the median income; and furthermore the HANC understands that this restriction is in effect for no less than 40 (forty) years; and

**WHEREAS** the HANC acknowledges that "median income" pursuant to §8-30g(a)(7) of the COS is defined as "the lesser of the state median income or the area median income for the area in which the municipality containing the affordable housing development is located, as determined by the United States Department of Housing and Urban Development."

**NOW, THEREFORE BE IT RESOLVED:** that the Board of Commissioners of the HANC authorizes the Chairman to immediately file this resolution and the attached, referenced two-page memorandum dated July 2018 prepared by the HANC, Shipman & Goodwin LLP, and Heritage Housing, Inc. on the Land Records of the Town of New Canaan.



Secretary

10/6/21

Date