

Town of Brookfield, Connecticut

Application for Certificate of Affordable Housing Completion

December 21, 2021



**Submitted by,
Tara Carr, First Selectman**

**Town of Brookfield
100 Pocono Road, Brookfield, CT 06804
203-775-7301**

**Copy 1 of 5
Town Clerk, Town of Brookfield, CT**

December 15, 2021

Commissioner Seila Mosquera-Bruno
Connecticut Department of Housing
505 Hudson Street
Hartford, CT 06106-7106

**RE: Application for Certificate of Affordable Housing Completion/Moratorium –
Town of Brookfield, Connecticut -
Attorney Certification Letter (§8-30g-6(b)(2))**

Dear Commissioner Mosquera-Bruno:

This letter will constitute the certification required by Section 8-30g-6(c)(2) of the Regulations of Connecticut State Agencies regarding the accompanying Application for State Certificate of Affordable Housing Completion which is being submitted by the Town of Brookfield (the "Town").

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

Brookfield Village
800 Federal Road and 7 Station Road:

This 48 unit fully constructed tenant occupied development, for occupancy by Qualified Persons, funded by the Connecticut Housing Finance Authority offers rental units with varying percentages of the area median income levels at 800 Federal Road and 7 Station Road. In building 1, there are 12 units at 60% or less of AMI which qualify for 2 points per units for a total of **24 points**; 5 units at 120% which qualify for .25 per unit for a total of **1.25 points**. Building 4 has 3 units at 25% which qualify for 2.5 points for **7.5 points**; 28 units at 80% or less which qualify for 1.5 points per unit for a total of **42 points**. Plus 43 affordable rental family units at .25 bonus points for **10.75 points**. This development provides **85.50 HUE points** claimed for the 8-30g set-aside development.

December 15, 2021

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Carlin's Way

1 and 3 Carlin's Way:

An affordable housing development with 5 homes, 2 of which are affordable at 80 percent of the area median income levels. The affordable units are entitled to **1.5 points** per unit for **3.0 HUE points**. The market rate units are entitled to .25 HUE points each for an additional **.75 HUE points**. The family units with 3 or more bedrooms, 2 units are entitled to an additional .25 per unit for **.5 HUE points** for a total of **4.25 HUE points**.

Hollow Drive

This 12 home development includes 4 affordable units, only 1 affordable unit completed to date, 1 home of 60% SMI which qualifies for **2 points** per unit for **2 HUE points**.

139 Tower Road

One single family affordable unit at **1.5 HUE points** per unit for a total of **1.5 HUE points**.

Mill River

This 22 unit development contains 7 affordable units at 80% SMI which qualify for **1.5 points** per unit for **10.50 HUE points**. Plus 15 market rate units entitled to **.25 points** per unit for **3.75 HUE points** for a total of **14.25 HUE points**.

Orchard Place

This 30 unit development contains 9 affordable units at 80% SMI which qualify for **1.5 points** per unit for **13.50 HUE points**. Plus 21 market rate units entitled to .25 per unit for 5.25 units for a total of **18.75 HUE points**.

Towne Brooke Commons: (HUE points reserved from 2017 Moratorium)

This development helped the Town of Brookfield qualify for its 2017 Moratorium. At that time Brookfield claimed 23.25 HUE points and reserved **40.25 HUE points** for future applications for Certificates of Affordable Housing Completion that may be filed. It is claiming the reserved units for this Application.

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Following is a description of the development as filed with the 2017 Application in the Attorney Certification Letter.

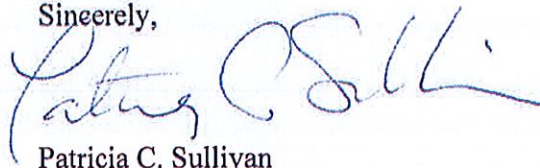
(a) The site plan application for this 102-unit set-aside development was filed with the Brookfield Zoning Commission on September 29, 2000 and is therefore subject to Connecticut Public Act 99-261 (the "Act"). The Act required that 25% of the units in this development be restricted as affordable housing units for a period of 30 years. The Act also provides that 10% of the units (11 units) must be rented to persons and families whose income is less than or equal to 60% of the area median income or the State median income, whichever is less, and the remainder of the affordable units (15) must be rented to persons and families whose income is less than or equal to 80% of the area median income or the State median income, whichever is less.

(b) The property on which the development was constructed (the "Property") has been conveyed by deeds that do not contain specific affordable housing covenants or restrictions. Rather, the deeds provide that the Property is subject to the Site Plan Modification Approval issued by the Town of Brookfield and recorded in Volume 528 at Page 271 of the Brookfield Land Records. The Site Plan Modification Approval recognizes that the development is an affordable housing development under Section 8-30g of the Connecticut General Statutes, and Mr. Santoro has informed the undersigned that the Department of Economic and Community Development counts the units in Towne Brooke Commons on its Affordable Appeals list.

(c) It should be noted that the Town has not utilized all of this development's eligible HUE points, and that the Town reserves **40.25 points for future applications** for Certificates of Affordable Housing Completion that may be filed. The Town has claimed 23.25 HUE points for the purposed of this application.

Based on the 2010 Census, there is a total of 6,562 total housing units in Brookfield. The Certificate of Affordable Housing Completion requires proof of "housing unit-equivalent points of no less than 2%", The Town of Brookfield **has a total of HUE points of 166.50** where **131.24 HUE points would be required**. Should you have any questions concerning the matters set forth in this letter please do not hesitate to contact the undersigned.

Sincerely,



Patricia C. Sullivan

PCS/rpr

cc: Town of Brookfield



TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

December 21, 2021

Commissioner Seila Mosquera-Bruno
Connecticut Department of Housing
505 Hudson Street
Hartford, CT 06106-7106

**RE: Application for Certificate of Affordable Housing Completion/Moratorium
Town of Brookfield, Connecticut for 2021**

Dear Commissioner Mosquera-Bruno:

The town of Brookfield respectfully submits an application for Certificate of Affordable Housing Completion pursuant to procedures outlined in Connecticut General Statutes §8-30g, and in the Regulations of State Agencies, §8-30g-6.

The Town has documented and restricted a total of 2% of the 6,562 dwelling units listed in the 2010 Census.

The Certificate of Affordable Housing Completion requires proof of “housing unit-equivalent points” of no less than 2% of 6,562 (total housing units in the Town), or **131.24 points**. This Application for State Certificate of Affordable Housing Completion documents **126.25 HUE points for affordable housing units and 40.25 reserved HUE points from the 2017 moratorium** meeting the qualifications defined in §8-30g-6 of the Regulations.

Housing Unit Equivalent points for the affordable units in the set-aside developments have been certified and documented for a total of **166.50 HUE points**.

The combined total of documented set-aside HUE points for Brookfield is therefore, claimed for this restricted housing.



TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

It is important to note that the Brookfield Planning Commission and Brookfield Zoning Commission have approved five additional §8-30g developments that have not yet been constructed with 46 additional affordable units. Two of the five developments should be completed in years 2021 and 2022, and additional units in the other developments may be constructed within the 4-year moratorium period.

The Brookfield Housing Authority continues to search for opportunities to add affordable homes at rates that meet or exceed the income and time restrictions in §8-30g, and their efforts would not be affected by the moratorium.

Documentation in this application has been compiled and certified by Alice Dew, Land Use Director.

Documents and calculations have been reviewed and further certified by Attorney Patricia C. Sullivan of Cohen & Wolf, P.C., Counsel for the Town of Brookfield. Alice Dew and Patricia Sullivan are available to answer any of your questions or provide additional information. Please feel free to contact them at the phone numbers and/or email addresses listed below:

Alice W. Dew
Brookfield Land Use Director
adew@brookfieldct.gov

Patricia C. Sullivan
(203) 337-4124
psullivan@cohenandwolf.com

Thank you in advance for your consideration and review of this application. We look forward to any questions and comments you may have.

Sincerely,

Tara Carr,
First Selectman,
Town of Brookfield

Application for Certificate of Affordable Housing Completion
TOWN OF BROOKFIELD, CONNECTICUT

Narrative: Projects Qualifying for Housing Unit-Equivalency Points

SET-ASIDE DEVELOPMENTS (8-30g)

The Town's Application for Certificate of Affordable Housing Completion includes documentation for a separate set-aside development, approved by the Zoning Commission under the town's Incentive Housing Zone.

Brookfield Village at 800 Federal and 7 Station Roads has a total of 48 units, all fully constructed with tenants living in this development which are funded by CHFA, offering rental units with varying percentages of the area medium income levels at 800 Federal Road and 7 Station Road.

Brookfield Village has 28 units at 60% or less of AMI (HUE @80%) for 1.5 points for a total of **42 points**. 12 rental units @50% AMI (HUE @60% SMI = 2 points each for a total of **24 points**. 3 rental units @25% AMI (HUE @ 40% SMI) = 2.5 Points each for **7.5 points**. 5 market rate units at .25 points each for **2.25 points**. 43 affordable rental family units @.25 bonus for a total of **10.75 bonus points**. **Total for Brookfield Village is 85.50 HUE points**

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Carlin's Way is an affordable housing development with 5 homes, 2 of which are affordable (1 & 3 Carlin's Way). This allows for 2 homes at 80% (1.5 points) for a total of **3.0 points** with 3 homes at market rate for **.75** per unit and 2 units with 3 or more bedrooms at .25 points for **.5 points** for a total of **4.25 points**.

Hollow Drive is an affordable subdivision with 12 homes and 4 of those homes are affordable. One of the affordable homes (4 Hollow Drive) has been built at 60% of the State Median Income at 2 points each for a total of **2.0 Points**

139 Tower Road is a single family affordable for **1.5 points**

Mill River at 793 Federal Rd. has 7 affordable units with a total of 22 units: 7 affordable units at 80% SMI for a total of 10.50 points and 15 market rate and .25 points (3.75) for a total of **14.25 points**.

20 Orchard Place has 30 homes, 9 of which are affordable: All 9 affordable units are at 80%SMI for 1.5 points each for 13.5 points. The 21 market rate units at .25 points for 5.35 points and a total of **18.75 points.**

The Town of Brookfield has HUE points reserved from the 2017 moratorium. There were 63.5 total points from the units at Towne Brooke Commons and only 23.25 of the 63.5 were used in 2017 for a total of **40.25 points.**

Total HUE points: 166.50



TOWN OF BROOKFIELD

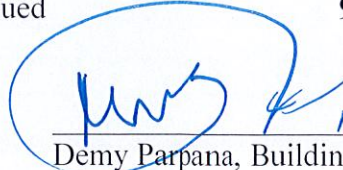
BROOKFIELD, CT 06804

CERTIFICATION OF CERTIFICATES OF OCCUPANCY **Brookfield 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 affordable housing units in 8-30g "set-aside" developments within the Town of Brookfield, as per the dates indicated and as shown on the attached Summary table:

<u>Development</u>	<u>CO Issued</u>	<u>Total Units</u>
Brookfield Village Brookfield, CT 2 buildings consisting of 24 units in each structure. (43 affordable units with 5 market rate)	Issued Issued	43 Affordable
Carlin's Way 5 Homes with 2 Affordable units	Issued	2 Affordable
Hollow Drive 1 Affordable 3 bdrm single family	Issued	1 Affordable
139 Tower Road 1 Affordable 2 bdrm single family	Issued	1 Affordable
Mill River 22 units with 7 affordable units	Issued	7 Affordable
Orchard Place 30 units with 9 affordable	Issued	9 Affordable

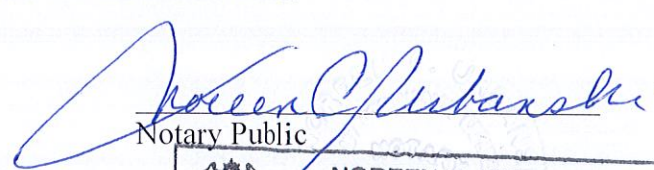
State of Connecticut
County of Fairfield

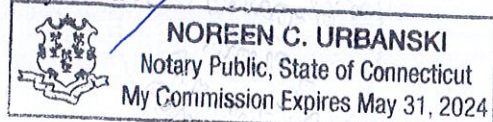

Demy Parpana, Building Official

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

Date

12/21/2021


Notary Public





TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

CERTIFICATION OF NO DEDUCTIONS

I, Alice Dew, Land Use Director for the Town of Brookfield, Connecticut, hereby depose and say, to the best of my knowledge and belief, and as support by the extensive research and gathering of documentation for this Application for State certificate of Affordable Housing Completion, that there has been no action by the municipality, or any Town Agency, to disqualify any unit claimed as providing housing unit-equivalent points claimed, as of the date of the submission of this application.

Alice W. Dew, Land Use Director

Subscribed and sworn to before me at Brookfield, Connecticut this 01st day of Dec 2021.

Notary Public

Fern L. Smenyak
Notary Public of Connecticut
Commission Expires 04/30/25



TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

Brookfield Application for State Certificate of Affordable Housing 2021 Moratorium HUE Points

Brookfield Village:

Buildings 1 & 4:

28 units @60% or less AMI = HUE @80% 1.5 points each

28 units @1.5 points 42 HUE

12 rental units @50%AMI = HUE @60% SMI 2 points each

12 units @ 2 points = 24 HUE

3 rental units @25% AMI = HUE @40%SMI = 2.5 point each

3 units @ 2.5 points = 7.50 HUE

5 market rate units @ .25 HUE points each

5units @ .25 = 1.25 HUE

43 affordable rental family units @.25 bonus

43 units @.25 = 10.75 bonus points

Total points 85.50 points

Carlin's Way: 5 homes with 2 affordable (1 & 3 Carlin's Way)

3 homes at Market Rate x .25 points .75 points

2 homes at 80% (1.5 points) 3.00 Points

Family units with 3 or more bedrooms 2 units @.25 .5 Points

Total Points for Carlin's Way: 4.25 points

Hollow Drive: 12 homes with 4 affordable; only 1 affordable unit completed to date (4 Hollow Drive):

1 home at 60% SMI @ 2 points each = 2 points



TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

139 Tower Road: 1 single family affordable at: 1.5 points

Mill River at 793 Federal Road: 7 affordable with 22 total units.

7 affordable units at 80% SMI = 1.5 points x 7 10.50 points

15 market rate x .25 points 3.75 points

Total HUE points for Mill River: 14.25 points

20 Orchard Place: 9 affordable with 30 total units.

9 affordable units at 80% SMI = 1.5 points x 9 13.5 points

21 market rate x .25 points 5.25 points

18.75 points

HUE reserved from 2017 moratorium: 40.25 Points

Total: 166.50

Based on 2010 Census, there is a total of 6,562 total housing units in Brookfield. The Certificate of Affordable Housing Completion requires proof of "housing unit-equivalent points of no less than 2%", which would requires 131.24 points. Brookfield has a total of 166.50 HUE points submitted for this application.

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT		PREVIOUS ASSESSMENTS (HISTORY)		VISION	
BROOKFIELD VILLAGE RESIDENTIAL PARTNERSHIP 117 MURPHY RD		1 Level	3 Sewer 5 Well	1 Paved	COM LAND COM BLDG COM OB	Code	Appraised	Assessed	Year	Code	Assessed
HARTFORD CT 06114		SUPPLEMENTAL DATA			2-1 2-2 2-5	578,790 2,467,060 71,240	405,150 1,726,950 49,870	2018	2-1 2-2 2-5	405,150 120,000 49,870	
Alt Pric ID 00706000 Census 205100020200 TCM #1 Map 3-64 TCM #2 Map 7-78 Historic Map 1199/ 1459 Zone TCD		Section Open Spac BAA Condo Dec Address C			Total 3,117,090		2,181,970				
GIS ID D07082		Assoc Pld#			Total 575,020		575,020		Total 575,020		

RECORD OF OWNERSHIP				BK-VOL/PAGE	SALE DATE	QU / VI	SALE PRICE	VC	APPRAISED VALUE SUMMARY			
BROOKFIELD VILLAGE RESIDENTIAL LIMIT	719	796	10-20-2016	U	1	735,000	2020	2-1	405,150	2019	2-1	405,150
BROOKFIELD VILLAGE LLC	686	327	06-10-2014	U	1	0	2-2	120,000	2-2	120,000	2-2	120,000
BROOKFIELD VILLAGE LLC	507	743	03-24-2005	U	1	2,000,000	2-5	49,870	2-5	49,870	2-5	49,870
SPROVIERO LOUIS & CELESTE & PALMIERI	507	740	03-24-2005	U	1	10	Total 575,020					
CLCF ASSOCIATES & ROBERT CIRIELLO &	507	737	03-24-2005	U	1	10	Total 575,020					

EXEMPTIONS				OTHER ASSESSMENTS			
Year	Code	Description	Amount	Code	Description	Number	Amount
Total 0.00				Total 575,020			

ASSESSING NEIGHBORHOOD			
Nbhd	Nbhd Name	Tracing	Batch
15	B		

NOTES

V207 P203-210 R.O.W./EXTBO=INCOME ADJ 12 1 BR 1 BTH APTS; 6 2BR 2 BTH APTS

MAP 1459 LAND LOT REV/MOSTLY INCAPTS RETAIL=BAS A1-A5, 2ND FL 201-209, 3RD

10/2016 ORIGINAL BUILDING DEMOLISHED FL 301-309; 50% COMP 2017/CO 3/27/18

SITE WORK IN PROGRESS. CHECK 2017 ROOM/BR/BTH CT IS FOR 2ND & 3RD FL ONLY

SOLD WITH 7 STATION RD/AFF HOUSING C/O 3/27/2018 PRORATE 3/28/2021 20%

725/983 725/986 725/987 729/816 EASEMENT

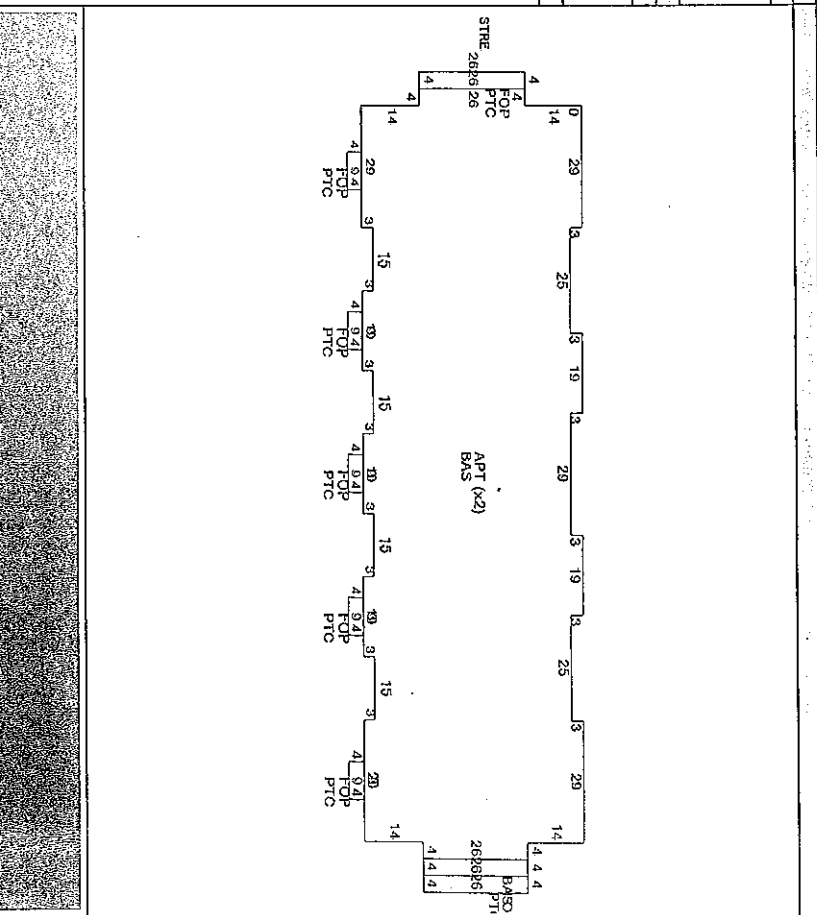
BUILDING PERMIT RECORD										LAND LINE VALUATION SECTION				
Permit ID	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	ID	Type	Is	Cd	Purpose/Result
P-20-32	05-26-2020	PL	Plumbing	4,000		0	12-13-2019	INSTALL ANSUL KITCHEN H	07-30-2019	CM			52	Permit/Misc Inspect
E-19-175	10-10-2019	EL	Electric	500		100	12-13-2019	UNIT 306 - REMOVE AND RE	06-01-2018	TF	06	1	73	Certificate of Occupancy
E-19-174	10-10-2019	EL	Electric	1,000		100	12-13-2019	UNIT 206 - REMOVE AND RE	09-29-2017	ES	06		57	Permit - Prop Int Inspected
B-19-416	10-03-2019	OT	Other	4,000		100	12-13-2019	UNIT 306 - DRYWALL AND IN	10-01-2016	ES			56	Permit - Property Visited
B-19-415	10-02-2019	OT	Other	4,000		100	12-13-2019	UNIT 206 - DRYWALL AND IN	03-15-2012	DLH		1	66	BAA - Change
M-19-67	08-13-2019	ME	Mechanical	8,000		0		INSTALL HOODS FOR GREASE	04-11-2011	MI	01		00	Measured & Listed
B-18-146	07-13-2018	TE	Tenant Fit Up	207,000	07-30-2019	60		TENANT FIT UP UNIT A2 FO	05-19-2010	DLH			67	Court - Settle

B	Use Code	Description	Zone	LA	Land Type	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nbhd Adj	Notes	Location Adjustme	Adj Unit Pric	Land Value
1	304	Retail/Res	TCD	NB		0.680 AC	437,400	1.29734	E	1.00		1,000			0	578,790

Total Card Land Units 0.680 AC																Parcel Total Land Area 17		Total Land Value 578,790	
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CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)			
Element	Cd	Description	Element	Cd	Description		
Style: Model	80	Retail/Apt					
Grade	94	Comm/Ind					
Stories:	05	B					
Occupancy	23.00						
Exterior Wall 1	30	Hardi Plank					
Exterior Wall 2							
Roof Structure	03	Gable					
Roof Cover	03	Asphalt Shingl					
Interior Wall 1	05	Drywall/Sheetr					
Interior Wall 2							
Interior Floor 1	20	Laminate					
Interior Floor 2	14	Carpet					
Heating Fuel	03	Gas/Propane					
Heating Type	04	Forced Air					
AC Type	03	Central					
Bldg Use	304	Retail/Res					
Total Rooms	78						
Total Bedrms	24						
Total Baths	24						
Heat/AC	01	Heat/AC Pkgs					
Frame Type	02	Wood Frame					
Baths/Plumbing	02	Average					
Ceiling/Wall	05	Sus-Ceil & WL					
Rooms/Pkts	02	Average					
Wall Height	10.00						
% Corn Wall							
1st Floor Use:							

MIXED USE				COST / MARKET VALUATION			
Code	Description	Percentage					
304	Retail/Res	100					
		0					
		0					
RCN							
	Year Built						
	Effective Year Built						
	Depreciation Code						
	Remodel Rating						
	Year Remodeled						
	Depreciation %						
	Functional Obsol						
	External Obsol						
	Trend Factor						
	Condition						
	Condition %						
	Percent Good						
	RCNLD						
	Dep % Ovr						
	Dep Ovr Comment						
	Misc Imp Ovr						
	Misc Imp Ovr Comment						
	Cost to Cure Ovr						
	Cost to Cure Ovr Comment						



OB - OUTBUILDING & YARD ITEMS (L) / XE - BUILDING EXTRA FEATURES (B)									
Code	Description	U/B	Units	Unit Price	Yr Bld	Cond.	Cd	% Good	Grade
PAV1	Paving Asph.	L	22,000	2.70	2017	E		90	0.00
ELV1	Elevator Comm	B	3	25000.00	2016			100	1.00
SPR	Sprinklers	B	27,827	2.00	2016			100	0.00
LT1	Light 1	L	7	2090.00	2017	E		90	1.35



**CERTIFICATE OF OCCUPANCY
TOWN OF BROOKFIELD**

Address: 800 FEDERAL RD
Owner: Brookfield Village LLC
Applicant: Montagno Construction

Property ID: 00706000
CO Date: 03/27/2018
Permit #: B-16-129

(A) USE GROUP: . . .
Mixed Use: B/M/R2

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?
[X] Yes [] No REQUIRED? [X] Yes [] No

(B) TYPE OF CONSTRUCTION
5B

(C) EDITION OF CODE ON WHICH THE PERMIT WAS
ISSUED: 2005 SBC with 2009, 2011, and 2013 Amendments

DESCRIPTION OF WORK

New 26,448 Square Foot Commercial Building with Apartments Above. Building #1

This Is To Certify That The Work Done Under Permit # **B-16-129** Conforms To The Provisions Of The Connecticut Basic Building Code And All Other Laws And Ordinances Of The State Of Connecticut And The Town Of Brookfield.

It Is Specifically Understood That This Certificate Becomes Null And Void When Secured Through Fraud Or Latent Violation Not Ascertainable At The Time Of Inspections Or When Changes In Use, Construction Or Building Service Equipment That Is Controlled By The Connecticut Building Code, Fire Code Or Other Location Regulations Are Made Without Department Approval.



William Babyak
Assistant Building Official

COPY

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT		VISION
BROOKFIELD VILLAGE RESIDENTIAL PARTNERSHIP 117 MULRPHY RD		1 Level	2 Pub Water 3 Sewer	1 Paved		Description	Code	
						COM LAND	2-1	
						COM BLDG	2-2	
			SUPPLEMENTAL DATA			COM OB	2-5	
HARTFORD CT 06114		Alt Parcel ID 00704000 Census 205100020200 TCM #1 MAP 1199 TCM #2 MAP 1459 Historic MAP 1539 Zone TCD			Section Open Spac 2001D BAA Condo Dec Address C			
GIS ID D07078		Assoc Pld#						

RECORD OF OWNERSHIP				BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)			
BROOKFIELD VILLAGE RESIDENTIAL LIMIT	719	796	10-20-2016	U	1			736,000	0	Year	Code	Assessed	Year
BROOKFIELD VILLAGE LLC	686	327	06-10-2014	U	1			2,000,000	27	2020	2-1	201,090	2019
BROOKFIELD VILLAGE LLC	507	743	03-24-2005	U	1							201,090	2018
SPROVIERO LOUIS & CELESTE & PALMIER	507	740	03-24-2005	U	1								2018
CLCF ASSOCIATES LLC & ROBERT CRIELL	507	737	03-24-2005	U	1								2018
Total										204,090	Total	201,090	Total

EXEMPTIONS				OTHER ASSESSMENTS			
Year	Code	Description	Amount	Code	Description	Number	Amount
			0.00				
Total							

Nbhd	Nbhd Name	Tracing	Batch
15	B		

NOTES

SALE INCLUDED 19 STATION RD PID 2340 VAC
V207 P203-210 R.O.W./EXTOB=INCOME ADJ
29 STATION RD PID 2361 VAC
10/16 SFD & FGR DEMOLISHED;
LAND LINE REV MAP 1459/AF HOUSING
SOLD WITH 800 FEDERAL RD/3 STOP ELEVATOR

1ST FL HAS 4 1BR & 1BTH & 2 2 BR & 1.5
BTH 2624 SF RETAIL, 2920 SF COMM RM &
KIT, OFFICE, CONF RM, UTIL RMS; 2ND & 3R
D FLS EACH HAVE 8 1BR/1BTH UNT & 4 2BR/
1.5BTH UNT, CO 2/18/2018 PRORATE 2020 GL

BUILDING PERMIT RECORD				VISIT / CHANGE HISTORY			
Permit ID	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp
B-19-292	08-01-2019	SGN	Signage	0	08-07-2019	100	08-07-2019
B-19-241	07-09-2019	TF	Tenant Fit Up	15,000	08-07-2019	100	08-07-2019
B-18-76	03-21-2018	SGN	Signage		06-11-2018	100	06-11-2018
B-17-445	12-22-2017	CM	Commercial		02-18-2018	100	02-18-2018
B-17-377	11-16-2017	TF	Tenant Fit Up	110,000	05-11-2018	100	05-11-2018
P-17-8	04-17-2017	OT	Other	128,620	12-21-2017	100	12-21-2017
B-16-130	09-14-2016	CM	Commercial	2,272,549	06-01-2018	100	06-01-2018

LAND LINE VALUATION SECTION				APPROAISED VALUE SUMMARY			
B Use Code	Description	Zone	LA	Land Type	Land Units	Unit Price	I. Factor
1	304 Retail/Res	TCD	NB		0.840	AC	364,500
Total Card Land Units				0.840	AC	Parcel Total Land Area: 0.840	
				Total Land Value			
				516,770			

Property Location 7 STATION RD
Vision ID 2334

Account # 00704000

Map ID D071107811

Bldg Name
Sec # 1 of 1

Card # 1 of 1

State Use 304
Print Date 12/8/2021 3:01:29 PM

CONSTRUCTION DETAIL

CONSTRUCTION DETAIL (CONTINUED)

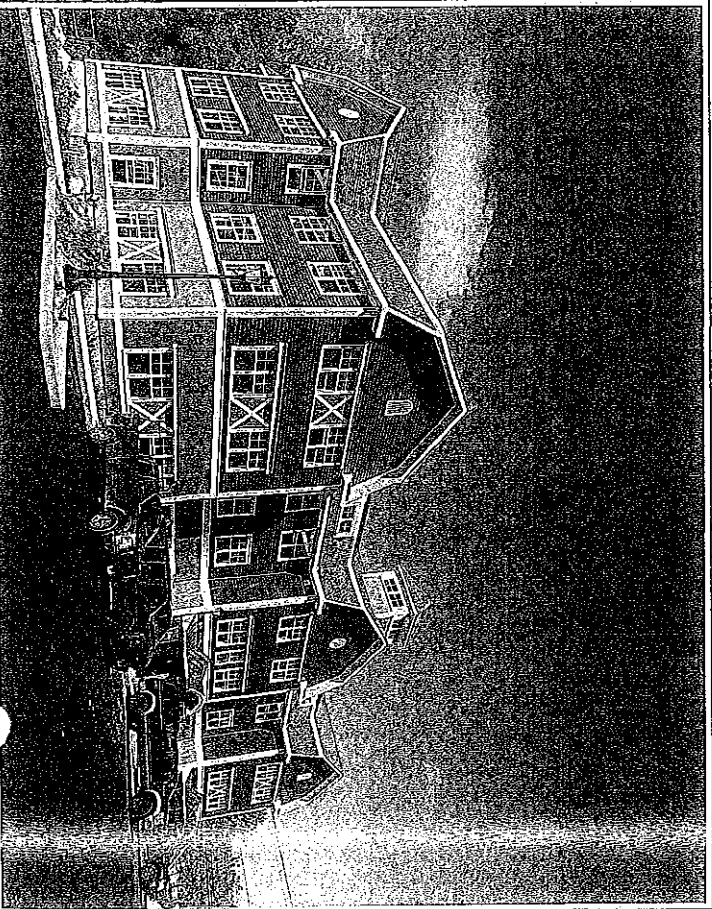
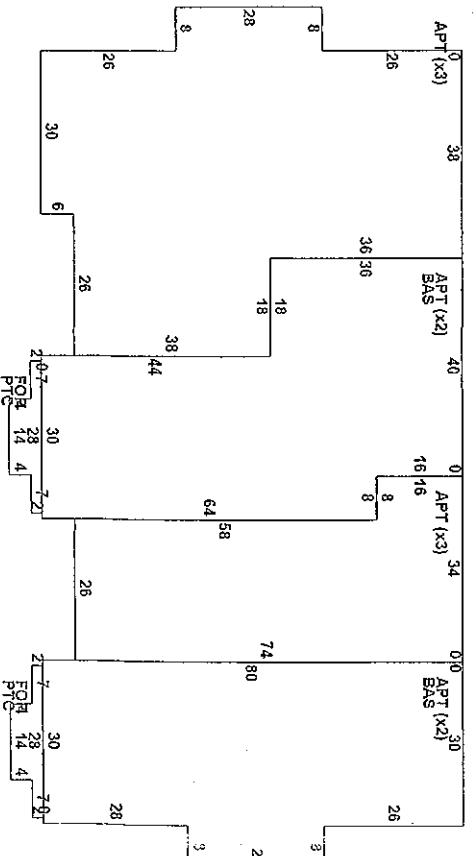
Element	Cd	Description	Element	Cd	Description
Style:	80	Retail/Apt			
Model	94	Comm/Ind			
Grade	05	B			
Stories:	3				
Occupancy	32.00				
Exterior Wall 1	30	Hardi Plank			
Exterior Wall 2	03	Gable			
Roof Structure	14	Glass/Thermo.			
Interior Wall 1	05	Drywall/Sheetr			
Interior Wall 2	20	Laminate			
Interior Floor 1					
Interior Floor 2	03	Gas/Propane			
Heating Fuel	04	Forced Air			
Heating Type	03	Central			
AC Type	304	Retail/Res			
Bldg Use					
Total Rooms	40				
Total Bedrms	6				
Total Baths	01	Heat/AC Pkgs			
Heat/AC	02	Wood Frame			
Frame Type	02	Average			
Baths/Plumbing	05	Sus-Ceil & WL			
Ceiling/Wall	02	Average			
Rooms/Ptns	10.00				
Wall Height					
% Comm Wall	2011				
1st Floor Use:					

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)

Code	Description	L/B	Units	Unit Price	Yr Bld	Cond.	Cd	% Good	Grade	Grade Adj	Appr. Value
PAV1	Paving Asph.	L	22,000	2.70	2016			90		0.00	53,460
SPR	Sprinklers	B	34,440	2.00	2016			100		0.00	68,880
ELV1	Elevator Comm	B	3	25000.00	2016			100		1.00	75,000
LT1	Light 1	L	7	2090.00	2017			90		1.35	17,780
PAT1	Patio	L	200	8.00	2018			90		1.75	2,520

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
APT	Apartment	28,912	28,912		86.19	2,491,853
BAS	First Floor	5,528	5,528		21.55	476,445
FOP	Porch, Open	0	224		4.23	4,827
PTC	Patio - Concrete	0	224			948



**CERTIFICATE OF OCCUPANCY
TOWN OF BROOKFIELD**

Address: 7 STATION ROAD **Property ID:** 00704000
Owner: BROOKFIELD VILLAGE LLC **CO Date:** 12/22/2017
Applicant: Montagno Construction Inc. **Permit #:** B-16-130

(A) USE GROUP:
Mixed Use: B/M/R2

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?
[X] Yes [] No REQUIRED? [X] Yes [] No

(B) TYPE OF CONSTRUCTION
5B

1. Hazard Classification/Storage Configuration (including
Aisle widths for which sprinkler system is designed):
LIGHT DUTY

(C) EDITION OF CODE ON
WHICH THE PERMIT WAS
ISSUED: 2016 SBC

2. Automatic Sprinkler/Standpipe System demand at the
base of the riser: 1,500gpm @ 160psi


DESIGN OCCUPANT LOAD: 383

DESCRIPTION OF WORK

New 33,285sqft Commercial Building with Apartments Above. Brookfield Village Bldg. #4
Permit # B-17-445 for Unfinished Work Opened .

This Is To Certify That The Work Done Under Permit # **B-16-130** Conforms To The Provisions Of
The Connecticut Basic Building Code And All Other Laws And Ordinances Of The State Of
Connecticut And The Town Of Brookfield.

It Is Specifically Understood That This Certificate Becomes Null And Void When Secured Through
Fraud Or Latent Violation Not Ascertainable At The Time Of Inspections Or When Changes In Use,
Construction Or Building Service Equipment That Is Controlled By The Connecticut Building Code,
Fire Code Or Other Location Regulations Are Made Without Department Approval.



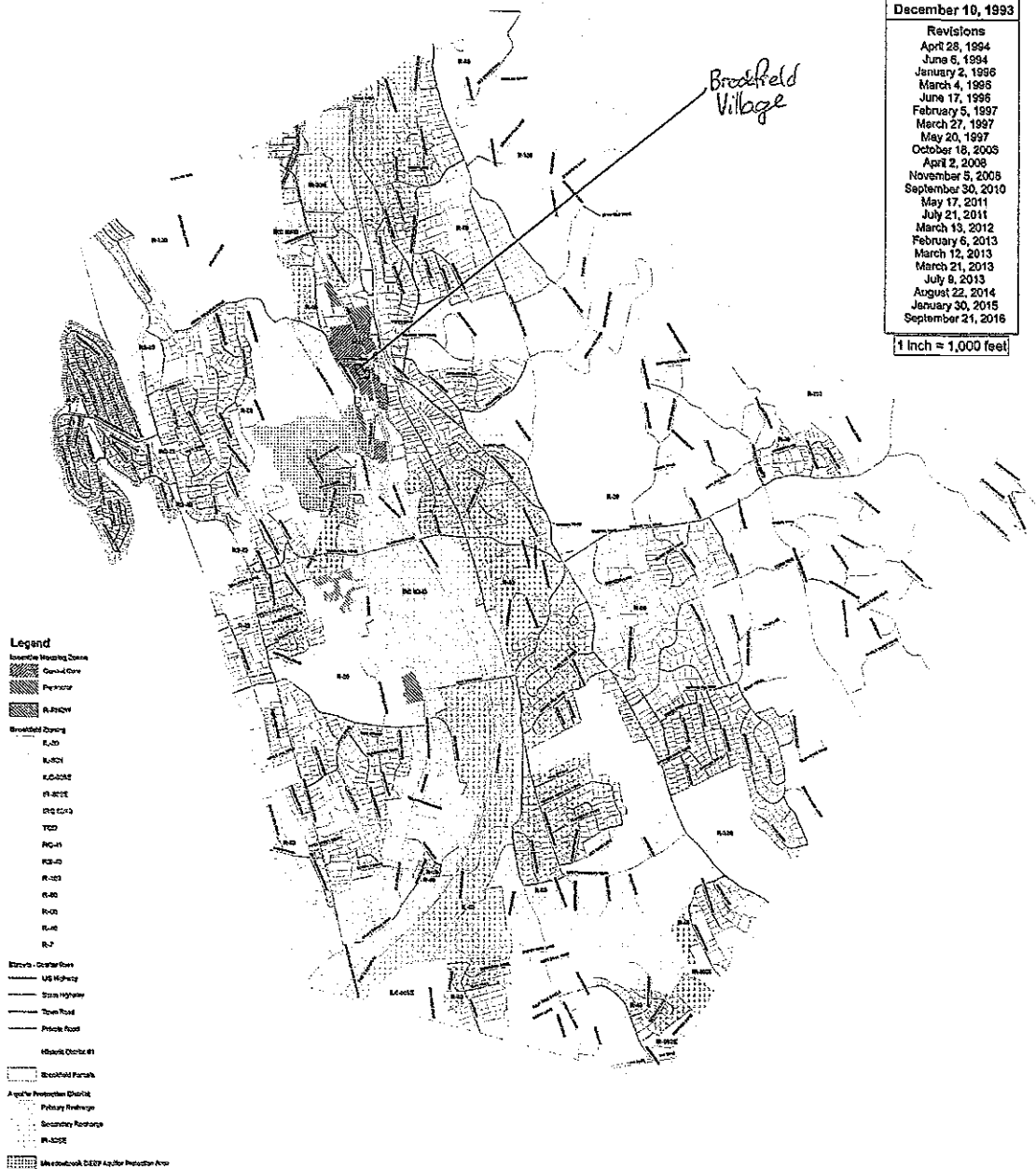
William Babyak
Assistant Building Official

COPY

December 10, 1993

Revisions
April 28, 1994
June 6, 1994
January 2, 1996
March 4, 1995
June 17, 1996
February 5, 1997
March 27, 1997
May 20, 1997
October 18, 2005
April 2, 2008
November 5, 2008
September 30, 2010
May 17, 2011
July 21, 2011
March 13, 2012
February 6, 2013
March 12, 2013
March 21, 2013
July 8, 2013
August 22, 2014
January 30, 2015
September 21, 2016

1 Inch = 1,000 feet



MAP DISCLAIMER-NOTICE OF LIABILITY

This map is for planning purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Brookfield and its mapping contractors assume no legal responsibility for the information contained herein.



Alice Dew

From: Allan Rothman <arothman@unicorncontracting.com>
Sent: Monday, March 15, 2021 4:06 PM
To: Alice Dew
Subject: Fwd: Buildings 1 & 4 in Brookfield Village

Please see below from the management company.

Sent from Allan Rothman's iPhone

Begin forwarded message:

From: Alison Shears <AShears@demarcomc.com>
Date: March 15, 2021 at 4:03:39 PM EDT
To: Allan Rothman <arothman@unicorncontracting.com>
Subject: Re: Buildings 1 & 4 in Brookfield Village

Hi,

Count is wrong on few. I remember Sherrie advising upon initial lease up that the AMI designations were changed from number of 60% tiers and 50% tiers.

Counts are as follows:

BLDG 4:

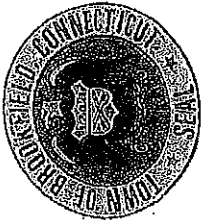
3 one br 25%
4 one br 50%
12 one br 60%
2 two br 50%
9 two br 60\$

BLDG 1:

6 one br 50%
6 one br 60%
1 two br 60%
5 two br market rent (120%)

Thanks,

Alison Shears, TCS
Property Manager
DeMarco Management Corporation
Brookfield Village
7 Station Road/800 Federal Road
Brookfield, CT 06804
Office: (475) 289-2288
Fax: (475) 289-2289



TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

November 21, 2014

Michael A. Galante
Frederick P. Clark Assoc., Inc.
41 Ruane Street
Fairfield, CT 06824

Re: Brookfield Village
800, 802 and 806 Federal Rd. and 7 Station Road

The following is an approved Mixed-use development on the subject properties:

	Total S.F.	Residential S.F.	Commercial S.F.	Parking Spaces
Building 1	27,183	19,883	7,300	41
Building 2	22,881	17,206	5,675	34
Building 3	22,881	17,206	5,675	34
Building 4	34,122	31,725	2,397	48
Totals:	107,067	86,020	21,047	157

	1 Bedroom Units	2 Bedroom Units	Total Units
Building 1	12	6	18
Building 2	12	2	14
Building 3	12	2	14
Building 4	20	10	30
Totals:	56	20	76

Confirmed and Approved by:



Alice W. Dew, Zoning Enforcement Officer

Town of Brookfield, 100 Pocono Road, Brookfield, CT 06804

Date:

11/21/14



After recording, please return to: CHFA, 999 West St., Rocky Hill, CT 06067. Doc ID: 001533260012 Type: LAN
Book 719 Page 799 - 810
File # 3158

EXTENDED LOW-INCOME HOUSING COMMITMENT

This EXTENDED LOW-INCOME HOUSING COMMITMENT (the "Agreement") is made this 20th day of October, 2016, by and between **BROOKFIELD VILLAGE RESIDENTIAL LIMITED PARTNERSHIP**, a limited partnership organized and existing under the laws of the State of Connecticut with an office and principal place of business at 3102 Route 9, Cold Spring, New York 10516 (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 certain real property known as Brookfield Village Apartments, and located at 800 Federal Road and 7 Station Road, Brookfield, 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 annual amount of \$286,731 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 (1st) taxable year of the Credit Period with respect thereto.

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- (b) "Credit Period" means, with respect to any building, the period of ten (10) taxable years beginning with:
- (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 (1st) 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 (1st) 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

-- 2 --

for family size, within the meaning of the Code and the Treasury Regulations promulgated thereunder; provided, however, in case of individuals and families occupying at least: (i) twelve (12) Units, individuals and families having an annual income not exceeding fifty percent (50%) of area median gross income at such time, and (ii) three (3) additional Units, individuals and families having an annual income not exceeding twenty-five percent (25%) of area median gross income at such time;

- (g) "Qualified Rent" means gross rent (as defined in Section 42(g)(2)(B) of the Code) not greater than thirty percent (30%) of the imputed income limitation applicable to a particular Unit, within the meaning of Section 42(g)(2)(C) of the Code, as adjusted annually;
- (h) "Qualified Unit" means those Units occupied by Qualified Persons at a Qualified Rent; 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. In accordance with Section 42(g)(1) of the Code, Owner hereby irrevocably elects that forty percent (40%) or more of the residential units in the Development shall be both rent-restricted and occupied by individuals whose income is sixty percent (60%) or less of area median gross income.

(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:

43/48

Eighty-seven and twelve one-hundredths (87.12%)

Notwithstanding anything herein to the contrary, the Owner shall have the right to rent more than eighty-seven and twelve one-hundredths percent (87.12%) of the Units in the Development to Qualified Persons.

(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 (14th) 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 forty-three (43) Units (eighty-seven and twelve one-hundredths percent (87.12%) 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

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- (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 December 3, 2014 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

-- 6 --

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.

(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.

[Remainder of Page Intentionally Left Blank -- Signature Pages Follow]

-- 8 --

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

OWNER:

Signed, Sealed and Delivered
in the Presence of:

**BROOKFIELD VILLAGE RESIDENTIAL
LIMITED PARTNERSHIP**

By: Brookfield Village GP, LLC
Its General Partner

By: Brookfield Village, LLC
Its Member

Name: James M. Scrimmezza

By: Paul F. Guillaro
Paul F. Guillaro
Its Member
Duly Authorized

R Rolle
Name: Rebekah Rolle

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss. Rocky Hill

October 5, 2016

Personally appeared, Paul F. Guillaro, Member of Brookfield Village, LLC, Member of Brookfield Village GP, LLC, the General Partner of BROOKFIELD VILLAGE RESIDENTIAL LIMITED PARTNERSHIP, a Connecticut limited partnership, as aforesaid Signer and Sealer of the foregoing Instrument and acknowledged the same to be his free act and deed as Manager of Brookfield Village, LLC, Member of Brookfield Village GP, LLC, General Partner, and the free act and deed of BROOKFIELD VILLAGE RESIDENTIAL LIMITED PARTNERSHIP, and that said instrument was signed on behalf of and with the authority of said limited partnership, before me.

James M. Scrimmezza
Commissioner of the Superior Court
Notary Public

-- 9 --

CONNECTICUT HOUSING FINANCE AUTHORITY

R. Rolle

 Rebekah Rolle
R. Rolle

 Robert Rolle

By: _____

K. Kilduff

 Karl F. Kilduff
 Executive Director
 Duly Authorized

STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

ss. Rocky Hill

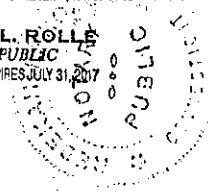
October 5, 2016

Personally appeared, Karl F. Kilduff, Executive Director of the Connecticut Housing Finance Authority, duly authorized as aforesaid Signer and Sealer of the foregoing Instrument and acknowledged the same to be his free act and deed and the free act and deed of said Authority, on behalf of said Authority, before me.

R. Rolle

 Commissioner of the Superior Court
 Notary Public

REBEKAH L. ROLLE
 NOTARY PUBLIC
 MY COMMISSION EXPIRES JULY 31, 2017



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Exhibit A

800 FEDERAL ROAD:

800 Federal Road
Lands of Brookfield Village, LLC
Lot 82 of Tax Map D07
Town of Brookfield, County of Fairfield, State of Connecticut

Beginning at a rebar set on the westerly sideline of Federal Road, where the same is intersected by the dividing line of the lands now or formerly belonging to Charles & Lynn Dimon to the south with the lands herein described to the north, and running, thence:

1. Along the said dividing line and continuing along the dividing line of the lands now or formerly belonging to Brookfield Center, LLC to the south with the lands herein described to the north, South 80 degrees 19 minutes 49 seconds West a distance of 303.94 feet to a rebar set, thence;
2. Along the dividing line of said Brookfield Center, LLC to the west with the lands herein described to the east, North 10 degrees 49 minutes 32 seconds West a distance of 98.13 feet to a mag nail set, thence;
3. Along the newly established dividing line of other lands now or formerly belonging to Brookfield Village, LLC to the north (known as Lot 81) with the lands herein described to the south, North 80 degrees 21 minutes 54 seconds East a distance of 301.41 feet to a rebar set, thence;
4. Along the aforementioned westerly sideline of Federal Road, South 13 degrees 19 minutes 05 seconds East a distance of 71.08 feet to a CHD monument found, thence;
5. Along the same, South 09 degrees 39 minutes 08 seconds East a distance of 27.00 feet to the point and place of Beginning.

The above described parcel of land contains 29,729.9 square feet or 0.6825 acres of land.

The above described parcel of land is subject to a right of way easement found in Volume 507 at Page 203. The above described parcel of land benefits from a drainage easement found in Volume 705 at Page 385. The above described parcel of land will be subject to a reciprocal easement agreement between Brookfield Village Residential Limited Partnership, Brookfield Village LLC and PDM Realty LLC (the said easement has not yet been filed).

The above described area was written in accordance with a map entitled "ALTA/NSPS Land Title Survey, Prepared For Brookfield Village LLC, Map D07 Lot 082, 800 Federal Road, Town of Brookfield, Fairfield County, State of Connecticut" prepared by CCA, LLC having a revision date of September 13, 2016.

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7 STATION ROAD

7 Station Road
 Lands of Brookfield Village, LLC
 Lot 78 of Tax Map D07
 Town of Brookfield, County of Fairfield, State of Connecticut

Beginning at a rebar found on the southerly sideline of Station Road, where the same is intersected by the dividing line of the lands now or formerly belonging to Athos B. Cattaruzza to the west with the lands herein described to the east, and running, thence:

1. Along the said sideline of Station Road, South 89 degrees 35 minutes 16 seconds East a distance of 197.95 feet, thence;
2. Along the dividing line of lands now or formerly belonging to Ralph J., Patricia, Bridget & Lisa Gulliver to the east with the lands herein described to the west, South 05 degrees 20 minutes 52 seconds East a distance of 147.40 feet to a rebar set, thence;
3. Along the newly established dividing line of other lands now or formerly belonging to Brookfield Village, LLC to the south (known as Lot 81) with the lands herein described to the north, South 80 degrees 19 minutes 05 seconds West a distance of 46.50 feet to a rebar set, thence;
4. Along the same, South 09 degrees 40 minutes 55 seconds East a distance of 41.00 feet to a rebar set, thence;
5. Along the same, South 80 degrees 19 minutes 05 seconds West a distance of 139.05 feet to a rebar set, thence;
6. Along the dividing line of lands now or formerly belonging to Brookfield Center, LLC and the lands of said Cattaruzza to the west with the lands herein described to the east, North 09 degrees 20 minutes 07 seconds West 219.87 feet to the point and place of Beginning.

The above described parcel of land contains 36,803.0 square feet or 0.8449 acres of land.

The above described parcel of land is subject to a SNET easement found in Volume 162 at Page 312.

The above described parcel of land will be subject to a reciprocal easement agreement between Brookfield Village Residential Limited Partnership, Brookfield Village LLC and PDM Realty LLC (the said easement has not yet been filed).

The above described area was written in accordance with a map entitled "ALTA/NSPS Land Title Survey Prepared For Brookfield Village LLC, Map D07 Lot 078, 7 Station Road, Town of Brookfield, Fairfield County, State of Connecticut" prepared by CCA, LLC having a revision date of September 13, 2016.

-- 12 --

Brookfield Village
 LIHTC -- Extended Low-Income Housing Commitment FINAL
 Form Revision Date: 4/27/16

Received for Record at Brookfield, CT
 On 10/20/2016 At 4:12:04 pm

James M. Hickey

Property Location: 1 CARLINS WAY
Vision ID: 102682

Account #03031200

MAP ID: B04 / 023 /

Bldg #: 1 of 1

Sec #: 1 of 1

State Use: 101
Print Date: 10/27/2020 10:21

CURRENT OWNER
ESPPOSITO DEAN E
1 CARLINS WAY
BROOKFIELD, CT 06804
Additional Owners:

TOPO
2 Above Street
4 Rolling
6 Septic

UTILITIES
5 Well
6 Septic

STRT./ROAD
1 Paved

LOCATION
RES LOT
RES BLDG
RES OB

DESCRIPTION
1-1
1-3
1-4

CURRENT ASSESSMENT
Code
Appraised Value
Assessed Value

101,570
108,120
830

71,310
75,680
580

SUPPLEMENTAL DATA
Other ID: 03031200
Census 205100010600
TCM #1 MAP 26-20, 1140
TCM #2 1214/1237
Historic
Zone
GIS ID: B04023

ASSOCIATION
Section
Open Space
BAA
Condo Declar
Address Char

PREVIOUS ASSESSMENTS (HISTORY)
Yr. Code
Assessed Value
Yr. Code
Assessed Value

2019 1-1
2019 1-3
2019 1-4

71,310
75,680
580

101,570
108,120
830

RECORD OF OWNERSHIP
ESPPOSITO DEAN E
WILPARK LLC
HAUSMANN LINDSAY A
WILPARK LLC
P AND A ASSOCIATES OF BETHEL

BE-FOI/PAGE
587/263
586/958
578/798
574/266
544/ 99

SALE DATE
07/07/2008 U
06/30/2008 U
01/16/2008 U
10/10/2007 U
06/30/2006 U

SALE PRICE
242,000
0
163,000
0
225,000

SALE PRICE V.C.
25
0
04
0
0

PREVIOUS ASSESSMENTS (HISTORY)
Yr. Code
Assessed Value
Yr. Code
Assessed Value

2019 1-1
2019 1-3
2019 1-4

71,310
75,680
580

101,570
108,120
830

EXEMPTIONS
Year Type Description Amount Code Description Number Amount Comm. Int.

OTHER ASSESSMENTS
Description Number Amount Comm. Int.

ASSESSING NEIGHBORHOOD
NBHD/STUB NBHD Name Street Index Name Tracing Batch

NOTES

APPROPRIATED VALUE SUMMARY
Appraised Bldg. Value (Card)
Appraised XFR (B) Value (Bldg)
Appraised OB (L) Value (Bldg)
Appraised Land Value (Bldg)
Special Land Value

108,120
0
830
101,870
0

TOTAL APPRAISED PARCEL VALUE
210,820

ADJUSTMENT
Net Total Appraised Parcel Value
210,820

FIRE TANK EASEMENT 585/850
AFFORDABLE HOUSING
DEED 586/158 IS A CORRECTIVE DEED
8/10 ADD SHD
W/OB
11/10 VA

BUILDING PERMIT RECORD
Permit ID Issue Date Type Description Amount Insp. Date % Comp. Date Comp. Comments

200700878 05/21/2008 OT New Construct 143,600 10/17/2007 100 06/06/2008 COMPLETE AC SYST

200800429 09/26/2007 FD Other Foundation 0 10/01/2007 100 10/01/2007 FOUNDATION ONLY

DATE
11/03/2010
09/18/2010
08/30/2010
09/24/2008
10/16/2007

TYPE
01
01
01
06
06

IS
1
1
1
1
1

ID
ES
KK
ES
JM
JM

CA
04
04
01
56
56

PURPOSE/RESULT
Measured & Listed
Sat Call Back
Measured
Permit - Property Visited
Permit - Property Visited

LAND LINE VALUATION SECTION
B Use Use Description Zone D From Depth Units Unit Price Factor S.A. Disc Factor C. ST. Adl. Notes Adl. Special Pricing S Adl. Adl. Unit Price Land Value

1 101 Single Family R100 0.70 AC 150,000.00 1.3429 5 1.0000 0.85 0.00 RESTRICTIONS .85

TOTAL CARD LAND UNITS: 0.70 AC

PARCEL TOTAL LAND AREA: 0.7 AC

TOTAL LAND VALUE: 101,870

TOTAL LAND VALUE: 101,870

TOTAL LAND VALUE: 101,870

VISION



COPY

**CERTIFICATE OF APPROVAL
TOWN OF BROOKFIELD**

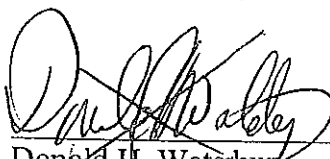
Address: 1 Carlins Way
Owner: P&A Associates of Bethel
Applicant: Owner
Contractor: Owner

Property ID: 03031200
CA Date: 6/6/2008
Permit #: 200800429
BP Date: 5/21/08

DESCRIPTION OF WORK

**Completion Of Air Conditioning System & Installation Of
Kitchen Appliances From Permit # 200700787
Kitchen Appliances Not Inspected**

This is to certify that the above referenced property has been inspected and the permitted work substantially complies with the State of Connecticut Basic Building Code.


Donald H. Waterbury
Asst. Building Official



VOL 0587 PAGE 0263

002175

WARRANTY DEED - 1 CARLINS WAY, BROOKFIELD, CONNECTICUT 06804

To all People to whom these Presents shall come, Greeting:

KNOW YE, THAT

Willpak L.L.C., a corporation existing under the laws of the State of Connecticut

for the consideration of

TWO HUNDRED FORTY-TWO THOUSAND DOLLARS AND - - - - - NO/100
received to his full satisfaction of
Dean E. Esposito

does give, grant, bargain, sell and confirm unto the said
Dean E. Esposito

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto him the said grantee his heirs, successors, and assigns forever, to him and their own proper use and behoof. And also, it the said grantor does for itself, its heirs, executors, administrators, and successors, covenant with the said grantee, his heirs, successors, and assigns, that at and until the enseling of these presents, it is well seised of the premises, as a good indefeasible estate in Fee Simple; and has good right to bargain and sell the same in manner and form as is above written and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, it the said grantor does by these presents bind itself and its heirs forever to Warrant and Defend the above granted and bargained premises to him the said grantee his heirs, successors, and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF,

Willpak L.L.C., a corporation existing under the laws of the State of Connecticut

has hereunto set its hand this 2nd day of July, 2008.
Signed and Delivered in the presence of (Type or Print name below each signature.)

WITNESS:

GRANTOR:

Willpak L.L.C.

By: Stephen R. Payuk (Seal)
Stephen R. Payuk, It's Member

Erik Kuk

Witness Erik Kuk

Paula Kuk

Witness PAULA KUKK

STATE OF Connecticut

(Corporate Seal)

COUNTY OF Fairfield

} ss. July 2nd, 2008

Personally Appeared Stephen R. Payuk, as aforesaid, Signer of the foregoing Instrument, and acknowledged the same to be his free act and deed as such It's Member and the free act and deed of said corporation/partnership, before me.

Conveyance Tax Received

Joan M. Locke
TOWN CLERK OF BROOKFIELD

Erik Kuk
Printed Name: Erik Kuk
Commissioner of Superior Court
My commission expires
Conveyance Tax Received

Grantees' Mailing Address:

40 Moody Lane, Danbury, CT 06810

Joan M. Locke
TOWN CLERK OF BROOKFIELD

SELL0737

SCHEDULE A
(Legal Description)

All that certain piece or parcel of land located in the Town of Brookfield, County of Fairfield and State of Connecticut, shown as "Lot 5 30,270 \pm s.f. 0.70 \pm Ac." on a certain map entitled "TOWN OF BROOKFIELD FAIRFIELD COUNTY, CONN. FINAL SUBDIVISION MAP Name of Subdivision: 'CARLINS HILL' AFFORDABLE HOUSING RESUBDIVISION OF LOT 5 THE KNAPP SUBDIVISION" which map dated 11-13-06 is Certified "Substantially Correct" by Richard A. Bunnell, R.L.S., CT Lic. # 15562 and is filed in the Town Clerk's Office in the Town of Brookfield as Map #1214.

Said premises are subject to the following:

1. Taxes hereinafter due to the Brookfield Tax Collector.
2. Notes, Easements and Building Setback Lines as shown on Map No. 26-20 and Map No. 1214 on file in the Brookfield Town Clerk's Office.
3. Any and all provisions of any ordinance, municipal regulations, public or private law, including but not limited to the planning and zoning regulations of the Town of Brookfield.
4. Electric Distribution Easement to The Connecticut Light and Power Company dated December 7, 2007 and to be recorded in the Land Records of the Town of Brookfield.
5. Declaration and Maintenance Agreement dated April 30, 2008 and recorded in the Land Records of the Town of Brookfield in Volume 585 at Page 851.

The property conveyed hereby is an "affordable housing unit" as defined in C.G.S. § 8-30g. Said property is subject to the following restrictions (the "Restrictions"):

- A. This dwelling unit is an affordable housing dwelling unit within a set aside development as defined in section 8-30g of the Connecticut General Statutes and in accordance with the applicable regulations for state agencies that were in effect on the date of the original application for initial local approval on July 24, 2007, and is therefore subject to a limitation, at the date of purchase, on the maximum annual income of the household that may purchase the unit, and is subject to a limitation on the maximum sale or resale price, these limitations shall be strictly enforced, and may be enforced by the person identified in the affordability plan as responsible for the administration of these limitations or the zoning enforcement authority of Brookfield.

B. For the duration of this covenant or restriction, this dwelling unit may be sold only to persons and families whose annual income does not exceed 60% percent of 'median income' as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, applicable to this unit as specified in an affordability plan as on file with the Town of Brookfield. In addition, this unit may be sold or resold only at a price equal to or less than the price determined using the formula stated in section 8-30g-8(a), or the formula stated in section 8-30g-8(b) as applicable, of the Regulations of Connecticut State Agencies.

C. In the event said owner desires to make said property available for sale, said owner shall follow the procedures of Section XIV of the Affordability Plan.

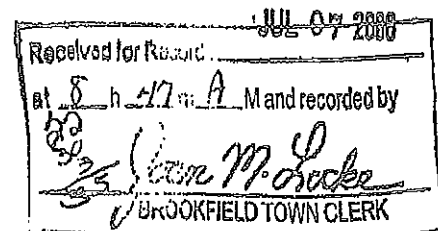
D. Said owner shall occupy said property as said owner's principal residence and shall not lease said property.

E. Said owner shall maintain said property. Said owner shall not destroy, damage or impair said property, to deteriorate, or commit waste on said property. When said property is offered for resale, the Administrator shall cause said property to be inspected.

F. The Restrictions shall run with the land for a period of forty (40) years from the date of initial conveyance of said property by Wilpak, L.L.C. or its successor(s) or assign(s) to an eligible family or household. After the expiration of said forty (40) year period, the Restrictions shall be of no further force and effect. Notwithstanding the foregoing, the right of first offer in Paragraph F above shall remain in effect and shall apply to the first conveyance of said property following the expiration of said forty (40) year period.

G. This development was approved by the agencies of the Town based in part on the condition that a defined percentage of the homes in the subdivision would be preserved as affordable housing units. The Restrictions are required by law to be strictly enforced.

H. A violation of the Restrictions shall not result in a forfeiture of title, but the Brookfield Planning and Zoning Commissions 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 said property and to examine the books and records of the Administrator to determine compliance of said property with the affordable housing regulations.



Property Location: 3 CARLINS WAY
Vision ID: 102684

Account #03031300

MAP ID: B04 / 025 /

Blg #: 1 of 1

Sec #: 1 of 1

Card 1 of 1

State Use: 101

Print Date: 10/27/2020 10:22

CURRENT OWNER		TOPO	UTILITIES	STRT/ROAD	LOCATION	CURRENT ASSESSMENT		6018	
BACCHIOCCHI DEBRA L/U & RUSSO MARIA L/U		1 Above Street	1 Well	1 Paved		Code	Appraised Value	Assessed Value	
BACCHIOCCHI DEBRA L/U & RUSSO MARIA		2 Rolling	6 Septic			1-1	103,170	72,220	
COSTA DAVID J						1-3	106,530	74,570	
3 CARLINS WAY									
BROOKFIELD, CT 06804		SUPPLEMENTAL DATA							BROOKFIELD, CT
Additional Owners:		Other ID:	03031300	Section	Open Space				
		Census	205100010600	BAA	Condo Declar				
		TCM #1	MAP 26-20, 1140	Address Char					
		TCM #2	1214 LOT 4						
		Historic	1237						
		Zone							
		GIS ID:	B04025	ASSOC PID#					

RECORD OF OWNERSHIP		BE-VOL/PAGE	SALE DATE	Yr	Code	Assessed Value	Yr	Code	Assessed Value	Yr	Code	Assessed Value
BACCHIOCCHI DEBRA L/U & RUSSO MARIA L/U		775/ 623	09/15/2020	U	1	72,220	2018	1-1	72,220	2017	1-1	72,220
BACCHIOCCHI DEBRA L/U & RUSSO MARIA		750/ 973	01/28/2019	U	1	74,570	2018	1-3	74,570	2017	1-3	74,570
WTPAK LLC		742/ 657	06/18/2018	U	1							
NATIONSSTAR MORTGAGE LLC		742/ 453	06/13/2018	U	1							
RAUSMANN LINDSAY A		586/ 962	01/16/2008	U	V	163,000	25					
						Total:	146,790	Total:	146,790	Total:		146,790

EXEMPTIONS		Amount	Code	Description	Number	Amount	Comm. Int.
Year							
Type							
Description							
Amount							
Code							
Description							
Number							
Amount							
Comm. Int.							
Total:							
ASSESSING NEIGHBORHOOD							
NBHD SUB							
NBHD Name							
Street Index Name							
Tracing							
Batch							
13A							
NOTES							
FBN=3 RMS, IBTH							
GAS FPL							
8/10- 1A							
DEED 586/962 IS CORRECTED DEED RECORDED							
6/30/08							
4 EX BTH							

BUILDING PERMIT RECORD		Amount	Issp. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	CA	Purpose/Result
Permit ID												
200700785		143,600	10/18/2007	100	09/17/2008	NEW SINGL FAM- CO	12/15/2011					
Type												
Description												
Amount												
Issp. Date												
% Comp.												
Date Comp.												
Comments												
Date												
Type												
IS												
ID												
CA												
Purpose/Result												
Bearing No Chg												
Measured & Listed												
Permit - Property Visited												

LAND LINE VALUATION SECTION		Unit	Factor S.A.	Disc	Factor	Adj.	Notes- Adj	Special Pricing	S Adj	Fac	Adj. Unit Price	Land Value
B Use												
Description												
Zone D												
Front												
Depth												
Unit												
0.76 AC												
Unit Price												
158,000.00												
Factor S.A.												
1.2526												
Disc												
1.0000												
Factor												
0.85												
Adj.												
0.00												
Notes- Adj												
RESTRICTIONS												
Special Pricing												
S Adj												
Fac												
Adj. Unit Price												
Land Value												

APPROAISED VALUE SUMMARY		Appraised Bldg. Value (Card)	106,530
Appraised XF (B) Value (Bldg)		0	
Appraised OB (L) Value (Bldg)		0	
Appraised Land Value (Bldg)		103,170	
Special Land Value		0	
Total Appraised Parcel Value		209,700	
Valuation Method:		C	
Adjustment:		0	
Net Total Appraised Parcel Value		209,700	
VISIT/CHANGE HISTORY			
Date			
Type			
IS			
ID			
CA			
Purpose/Result			
Bearing No Chg			
Measured & Listed			
Permit - Property Visited			
Total Land Value:		103,170	



COPY

**PARTIAL CERTIFICATE OF OCCUPANCY
TOWN OF BROOKFIELD**

Address: 1 Carlins Way
Owner: P&A Associates Inc
Applicant: Owner

Property ID: 03031200
CO Date: 5/21/2008
Permit #: 200700787

(A) USE GROUP: Residential

(B) TYPE OF CONSTRUCTION:
5B

(C) EDITION OF CODE ON
WHICH THE PERMIT WAS
ISSUED: 2005 CSBC

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

[] Yes [X] No REQUIRED? [] Yes [X] No

1. Hazard Classification/Storage Configuration (including Aisle widths for which sprinkler system is designed):
N/A
2. Automatic Sprinkler/Standpipe System demand at the base of the riser: N/A

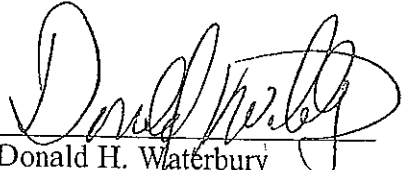
DESCRIPTION OF WORK

**New Single Family Dwelling Including 3 Bedrooms,
3 Full Bathrooms, Kitchen, Living Room, Dining Room, Office,
Family Room, 2 Car Garage & 10' X 24' Sun Deck**

*****This Certificate Of Occupancy Does Not Include The Completion Of The Air
Conditioning System And The Installation Of Kitchen Appliances.
A Separate Permit (# 200800429) Is Issued To Complete The Installation
Of The Air Conditioning System And Kitchen Appliances.*****

This Is To Certify That The New Construction Or Alteration Conforms To The Provisions Of The Connecticut Basic Building Code And All Other Laws And Ordinances Of The State Of Connecticut And The Town Of Brookfield.

It Is Specifically Understood That This Certificate Becomes Null And Void When Secured Through Fraud Or Latent Violation Not Ascertainable At The Time Of Inspections Or When Changes In Use, Construction Or Building Service Equipment That Is Controlled By The Connecticut Building Code, Fire Code Or Other Location Regulations Are Made Without Department Approval.


Donald H. Waterbury
Asst. Building Official



COPY

**CERTIFICATE OF OCCUPANCY
TOWN OF BROOKFIELD**

Address: 3 Carlins Way (affordable unit)
Owner: Hausmann Lindsay
Applicant: Owner

Property ID: 03031400
CO Date: 9/19/2008
Permit #: 200700785-2

(A) USE GROUP: Residential

(B) TYPE OF CONSTRUCTION: SB

(C) EDITION OF CODE ON
WHICH THE PERMIT WAS
ISSUED: 2005 CSBC

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

[] Yes [X] No . REQUIRED? [] Yes [X] No

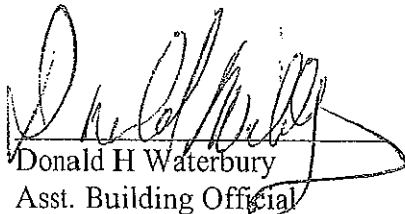
1. Hazard Classification/Storage Configuration (including Aisle widths for which sprinkler system is designed):
2. Automatic Sprinkler/Standpipe System demand at the base of the riser:

DESCRIPTION OF WORK

New Single Family Dwelling- 1st floor: kitchen, 3 full baths, living room, 3 bedrooms and dining room.
Lower Level Family Room, Office 2 car garage, Laundry Area and a 10 x 24 Deck

This Is To Certify That The New Construction Or Alteration Conforms To The Provisions Of The Connecticut Basic Building Code And All Other Laws And Ordinances Of The State Of Connecticut And The Town Of Brookfield.

It Is Specifically Understood That This Certificate Becomes Null And Void When Secured Through Fraud Or Latent Violation Not Ascertainable At The Time Of Inspections Or When Changes In Use, Construction Or Building Service Equipment That Is Controlled By The Connecticut Building Code, Fire Code Or Other Location Regulations Are Made Without Department Approval.


Donald H Waterbury
Asst. Building Official



WARRANTY DEED

To all People to whom these Presents shall come, Greeting:

KNOW YE, THAT

Wilpak, L.L.C., a corporation existing under the laws of the State of Connecticut

for the consideration of

ONE HUNDRED SIXTY-THREE THOUSAND DOLLARS AND - - - - - NO/100

received to her full satisfaction of

Lindsay A. Hausmann

does give, grant, bargain, sell and confirm unto the said

Lindsay A. Hausmann

SEE ATTACHED SCHEDULE A

Conveyance Tax Received

Joan M. Locke State 815.00
TOWN CLERK OF BROOKFIELD

Conveyance Tax Received

Joan M. Locke Town 467.50
TOWN CLERK OF BROOKFIELD

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto her the said grantee her heirs, successors, and assigns forever, to her and their own proper use and behoof. And also, it the said grantor does for itself, its heirs, executors, administrators, and successors, covenant with the said grantee, her heirs, successors, and assigns, that at and until the enselaling of these presents, it is well seised of the premises, as a good indefeasible estate in Fee Simple; and has good right to bargain and sell the same in manner and form as is above written and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, it the said grantor does by these presents bind itself and its heirs forever to Warrant and Defend the above granted and bargained premises to her the said grantee her heirs, successors, and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF,

Wilpak, L.L.C., a corporation existing under the laws of the State of Connecticut

has hereunto set its hand this 13th day of December, 2007.

Signed and Delivered in the presence of (Type or Print name below each signature.)

WITNESS:

GRANTOR:

Wilpak, L.L.C.

Erik Kukk
Witness Erik Kukk

By: *Stephen R. Payuk* (Seal)
Stephen R. Payuk, It's Member

Paula Kukk
Witness Paula Kukk

(Corporate Seal)

STATE OF Connecticut

COUNTY OF Fairfield

} ss. December 13th, 2007

Personally Appeared Stephen R. Payuk, as aforesaid, Signer of the foregoing Instrument, and acknowledged the same to be his free act and deed as such It's Member and the free act and deed of said corporation/partnership, before me.

Erik Kukk
Erik Kukk
Commissioner of Superior Court

Grantees' Mailing Address:

53 Hopbrook Road, Brookfield, CT 06804

SCHEDULE A
(Legal Description)

All that certain piece or parcel of land located in the Town of Brookfield, County of Fairfield and State of Connecticut, shown as "Lot 4 30,270 \pm s.f. 0.70 \pm Ac." on a certain map entitled "TOWN OF BROOKFIELD FAIRFIELD COUNTY, CONN. FINAL SUBDIVISION MAP Name Of Subdivision: 'CARLENS HILL' AFFORDABLE HOUSING RESUBDIVISION OF LOT 5 THE KNAPP SUBDIVISION" which map dated 11-13-06 is Certified "Substantially Correct" by Richard A. Bunnell, R.L.S., CT Lic. # 15562 and is filed in the Town Clerk's Office in the Town of Brookfield as Map #1214.

Said premises are subject to the following:

1. Taxes hereinafter due to the Brookfield Tax Collector.
2. Notes, Easements and Building Setback Lines as shown on Map No. 26-20 and Map No. 1214 on file in the Brookfield Town Clerk's Office.
3. Any and all provisions of any ordinance, municipal regulations, public or private law, including but not limited to the planning and zoning regulations of the Town of Brookfield.
4. Electric Distribution Easement to The Connecticut Light and Power Company dated December 7, 2007 and to be recorded in the Land Records of the Town of Brookfield.

The property conveyed hereby is an "affordable housing unit" as defined in C.G.S. § 8-30g. Said property is subject to the following restrictions (the "Restrictions"):

A. This dwelling unit is an affordable housing dwelling unit within a set aside development as defined in section 8-30g of the Connecticut General Statutes and in accordance with the applicable regulations for state agencies that were in effect on the date of the original application for initial local approval on July 24, 2007, and is therefore subject to a limitation, at the date of purchase, on the maximum annual income of the household that may purchase the unit, and is subject to a limitation on the maximum sale or resale price, these limitations shall be strictly enforced, and may be enforced by the person identified in the affordability plan as responsible for the administration of these limitations or the zoning enforcement authority of Brookfield.

B. For the duration of this covenant or restriction, this dwelling unit may be sold only to persons and families whose annual income does not exceed 60% percent of 'median income' as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, applicable to this unit as specified in

an affordability plan as on file with the Town of Brookfield. In addition, this unit may be sold or resold only at a price equal to or less than the price determined using the formula stated in section 8-30g-8(a), or the formula stated in section 8-30g-8(b) as applicable, of the Regulations of Connecticut State Agencies.

C. In the event said owner desires to make said property available for sale, said owner shall follow the procedures of Section XIV of the Affordability Plan.

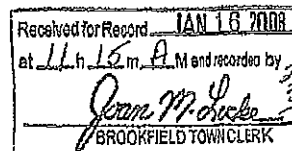
D. Said owner shall occupy said property as said owner's principal residence and shall not lease said property.

E. Said owner shall maintain said property. Said owner shall not destroy, damage or impair said property, to deteriorate, or commit waste on said property. When said property is offered for resale, the Administrator shall cause said property to be inspected.

F. The Restrictions shall run with the land for a period of forty (40) years from the date of initial conveyance of said property by Wilpak, L.L.C. or its successor(s) or assign(s) to an eligible family or household. After the expiration of said forty (40) year period, the Restrictions shall be of no further force and effect. Notwithstanding the foregoing, the right of first offer in Paragraph F above shall remain in effect and shall apply to the first conveyance of said property following the expiration of said forty (40) year period.

G. This development was approved by the agencies of the Town based in part on the condition that a defined percentage of the homes in the subdivision would be preserved as affordable housing units. The Restrictions are required by law to be strictly enforced.

H. A violation of the Restrictions shall not result in a forfeiture of title, but the Brookfield Planning and Zoning Commissions 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 said property and to examine the books and records of the Administrator to determine compliance of said property with the affordable housing regulations.



AFFORDABILITY PLAN

P & A Associates of Bethel, Inc. ("P&A") submits this Affordability Plan in conjunction with its application to the Brookfield Planning and Zoning Commissions for approval of its "Carlin's Hill" residential development, consisting of a subdivision approval for 5 single-family detached homes on subdivided lots.

Under this plan, thirty percent (30%) of the homes for Carlin's Hill will designated as "Housing Opportunity Units" that will meet the criteria for "affordable housing" as defined in Connecticut General Statutes ("C.G.S.") § 8-30g. As amended by the legislature effective October 1, 2000, C.G.S. § 8-30g requires that for this application at least fifteen percent (15%) of the units must be affordable for 40 years to families earning eighty percent (80%) or less of the median income for the greater Danbury area or the State median income, whichever is less, and at least 15 percent (15%) of the units must be affordable to those earning sixty percent (60%) or less of either the area or State median income, whichever is less. Because the area median income for the greater Danbury area (\$95,900.00) as of the date of this application is greater than the statewide median (\$81,000.00), this plan uses the lower figure; however, please note that the actual maximum sales prices are to be calculated at the time of the lease of conveyance.

P&A proposes to set aside one (1) single-family detached home for eighty percent (80%) of median households and one (1) single-family detached homes for sixty percent (60%) of median households. Affordable units will include four bedrooms. This Affordability Plan, which is proposed as a condition of approval of the subdivision and site plan approval by the Brookfield Planning and Zoning Commissions is in accordance with C.G.S. § 8-30g.

**AFFORDABILITY PLAN FOR CARLIN'S HILL
RESIDENTIAL HOMES**

I. Units Designated for Housing Opportunity Development.

Thirty percent (30%) of the units of the Carlin's Hill development will be designated as affordable housing, as defined by C.G.S. § 8-30g. The specific units to be designated as affordable housing (to be called "Housing Opportunity Units") are set forth in Schedule A attached hereto.

II. Forty (40) Year Period.

The Housing Opportunity Units shall be designated as affordable housing units for forty (40) years. The forty (40) year affordability period shall be calculated separately for each Housing Opportunity Unit, and the period shall begin on the date of initial conveyance of such Housing Opportunity Unit from P&A or its successors and/or assigns.

III. Pro-Rata Construction and Dispersion.

The Housing Opportunity Units shall be built and offered for sale on a pro rata basis as construction proceeds. The proposed dispersion of Housing Opportunity Units is identified on subdivision and site plans and in Schedule A. It is the intent of this plan that two (2) Housing Opportunity Units will be built and offered for sale within the time that two (2) market-rate units are built and offered for sale. The Town of Brookfield, acting through its Zoning Enforcement Officer or building official as appropriate, may withhold issuance of certificate of occupancy for the third (3rd) market-rate unit within the Carlin's Hill development until such time as two (2) certificates of occupancy for Housing Opportunity Units have been issued to maintain the ratio required by this Plan.

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

Within Carlin's Hill, Housing Opportunity Units for sale shall be constructed in substantial conformance with the specifications set forth in Schedule B of this Plan and shall be comparable in construction quality and standard amenities to the market rate homes with the same number of bedrooms. The Housing Opportunity Units shall be comparable in size to the market-rate units and shall contain as standard features the same amenities as provided in the market-rate units of the same size.

V. Entity Responsible for Administration and Compliance.

The Affordability Plan will be administered by P&A or its successors and/or assigns ("Administrator"). P&A shall commence the role of Administrator as owner. The Administrator shall submit a written status report to the Brookfield Planning Commission on compliance with this Affordability plan annually on or before December 31. 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, P&A or its successor and/or assigns will provide sixty (60) days prior written notice to the Brookfield Planning Commission.

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

In the Carlin's Hill development, the sale of both Housing Opportunity Units and market-rate units shall be publicized, using State regulations for affirmative fair housing marketing programs as guidelines. The Administrator shall have responsibility for compliance with this section. Notices of initial availability of units 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 notices to the Brookfield Planning Commission, the Town of Brookfield, and Brookfield Housing Authority, and the Brookfield Board of Education. Such notices shall include a description of the available Housing Opportunity Unit(s), the eligibility criteria for potential lessees or purchasers, the Maximum Sale Price (as hereinafter defined), and the availability of application forms and additional information.

Using the above-referenced State regulations as guidelines, dissemination of information about available affordable and market rate units shall include:

- Analyzing census and other data to identify racial and ethnic groups least represented in the Brookfield population;
- Announcements/advertisements in publications and other media that will reach minority populations;
- Announcements to social service agencies and other community contacts serving low-income minority families (including churches, civil rights organizations, housing authorities, legal services organizations, etc.);
- Assistance to minority applicants in processing applications;
- Marketing efforts in geographic area of high minority concentrations within the housing market area; and
- Beginning affirmative marketing efforts prior to general marketing of units.

All notices shall comply with the federal Fair Housing Act, 42 U.S.C. §§ 3601 et seq. and the Connecticut Fair Housing Act, C.G.S. §§ 46a-64b, 64c (together, the "Fair Housing Acts").

VII. Purchase Eligibility.

Eligibility of families or households to purchase a Housing Opportunity Unit in the Carlin's Hill development shall be determined by the Administrator in accordance with § 8-30g as amended.

VIII. Application Process.

A family or household seeking to purchase one of the Housing Opportunity Units ("applicant") must complete an application to determine eligibility. The application form and process shall comply with the Fair Housing Acts.

A. Application Form

The application form shall be provided by the Administrator and shall include an income certification form. In general, income for purposes of determining an Applicant's qualification shall include the Applicant family's total anticipated income from all sources for the twelve (12) month period following the date the application is submitted ("Application Date"). 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. 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 C, attached.¹

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.

¹ See 24 C.F.R. § 5.609. Federal regulations are subject to change, and it is the intent of this Affordability Plan, including Schedules C and D, to use as guidelines HUD regulations with the respect to income certification, as such regulations may be amended from time to time.

2. Explain to the Applicant the requirements for eligibility, verification procedures, and the penalties for supplying false information.
3. Verify that all sources of family income and family assets have been listed in the application. Make clear that the term "family" includes all individuals who are to occupy the home, and that no relationship by blood or marriage is required.
4. Request the Applicant to sign the necessary release forms to be used in verifying income. Inform the Applicant of what verification and documentation must be provided before the application is deemed complete.
5. Inform the Applicant that a decision as to eligibility cannot be made until all items on the application have been verified.
6. Review with the Applicant the process and restrictions regarding resale.

C. Verification of Applicant's Income.

Where it is evident from the income certification form provided by the Applicant that the Applicant is not eligible, additional verification procedures shall not be necessary. However, if the Applicant appears to be eligible, the Administrator shall require verification of the Applicant's reported income.

If applicable, the Applicant shall provide the documentation listed on Schedule D, 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.

IX. Maximum Initial Sale Price and Maximum Resale Price.

Calculation of the maximum initial sale price or maximum resale price ("Maximum Sale Price") or Maximum Rental for a Housing Opportunity Unit, so as to satisfy C.G.S. § 8-30g, shall utilize the lesser of the area median income data for the Town of Brookfield or the statewide median as published by HUD as in effect on the day a purchase and sale agreement is accepted by the owner of the Housing Opportunity Unit ("Owner").

The Maximum Sale or Resale Price shall be calculated as follows:

Calculation steps for four bedroom sale unit at 80 percent of area or statewide median

1. Determine area median income for Danbury PMSA or statewide median, adjusted for family size (calculated at 1.5 persons per bedroom), as published by HUD
2. Calculate 80 percent of Step 1
3. Calculate 30 percent of Step 2, representing the maximum portion of a family's income that may be used for housing
4. Divide Step 3 by twelve (12) to determine the maximum monthly outlay
5. Determine by reasonable estimate monthly expenses, including taxes, insurance, heat and utility costs, excluding telephone and cable television, but including any required common interest ownership or similar fee
6. Subtract Step 5 from Step 4 to determine the amount available for mortgage principal and interest
7. Apply amount available from Step 6 to standard mortgage term at then-prevailing interest rate to determine the financeable amount
8. Determine downpayment (see Section X)
9. Add Steps 7 and 8 to determine the MAXIMUM SALE OR RESALE PRICE

Calculation steps for four bedroom sale unit at 60 percent of area or statewide median

1. Determine area median income for Danbury PMSA or statewide median, adjusted for family size (calculated at 1.5 persons per bedroom), as published by HUD
2. Calculate 60 percent of Step 1
3. Calculate 30 percent of Step 2, representing the maximum portion of a family's income that may be used for housing
4. Divide Step 3 by twelve (12) to determine the maximum monthly outlay

5. Determine by reasonable estimate monthly expenses, including taxes, insurance, heat and utility costs, excluding telephone and cable television, but including any required common interest ownership or similar fee
6. Subtract Step 5 from Step 4 to determine the amount available for mortgage principal and interest
7. Apply amount available from Step 6 to standard mortgage term at then-prevailing interest rate to determine the financeable amount
8. Determine downpayment (see Section X)
9. Add Steps 7 and 8 to determine the MAXIMUM SALE OR RESALE PRICE

X. Downpayments.

The downpayment for a Housing Opportunity Unit that is sold/purchased shall not exceed twenty percent (20%) of the purchase price. However, this Plan does not require, and shall be interpreted to require, a twenty percent (20%) downpayment for each unit that is sold or purchased, and thus the downpayment may be reduced. There shall be no minimum downpayment.

XI. Rights and Privileges.

All owners of Housing Opportunity Units shall have the same rights and privileges as owners of market-rate units within the development.

XII. Principal Residence.

Housing Opportunity Units shall be occupied only as an owner's or lessee's principal residence.

XIII. Requirement to Maintain Condition.

All owners are required to maintain their units. The owner shall not destroy, damage or impair the unit, allow the unit to deteriorate, or commit waste on the unit. When a Housing Opportunity Unit is offered for resale or release, the Administrator shall cause the home to be inspected.

XIV. Resale of a Housing Opportunity Unit.

An Owner may sell a Housing Opportunity Unit at any time, provided the Owner complies with the restrictions concerning the sale of homes as set forth in this Affordability Plan and in the deed restrictions attached hereto as Schedule E (the

"Deed Restrictions"). If the Owner wishes to sell, the Owner shall notify the Administrator in writing. The Administrator shall then work with the Owner to calculate a Maximum Sale Price, as set forth in Section IX above. The Administrator shall publish notice in the same manner as was followed for the initial sale, as set forth in Section VI above. The Administrator shall bring any purchase offers received to the attention of the Owner.

The Owner may hire a real estate broker or otherwise individually solicit offers, independent of the Administrator's action, from potential purchasers. The Owner shall inform any potential purchaser of the affordability restrictions before any purchase and sale agreement is executed by furnishing the potential purchaser with a copy of this Affordability Plan. The purchase and sale agreement shall contain a provision to the effect that the sale is contingent upon a determination by the Administrator that the purchaser meets the eligibility criteria set forth in this Plan. Once the purchase and sale agreement is executed by the Owner and potential purchaser, the potential purchaser shall immediately notify the administrator in writing. The Administrator shall have thirty (30) days from such notice to determine the eligibility of the potential purchaser in accordance with the application process set forth in Section VIII above. The Administrator shall notify the Owner and the potential purchaser of its determination of eligibility in writing within said thirty (30) day period. If the Administrator determines that the potential purchaser is not eligible, the purchase and sale agreement shall be void, and the Owner may solicit other potential purchasers. If the Administrator determines that the potential purchaser is eligible, the Administrator shall provide the potential purchaser and the Owner with a signed certification to the effect that the sale of the particular Housing Opportunity Unit has complied with the provisions of this Affordability Plan.

XV. Enforcement.

A violation of this Affordability Plan shall not result in a forfeiture of title, but the Brookfield Planning and Zoning Commissions 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 Housing Opportunity Units with the affordable housing regulations.

XVI. Deed Restrictions.

The Deed Restrictions shall be included in each deed of a Housing Opportunity Unit during the forty (40) year period in which the affordability program is in place to provide notice of the affordability restrictions and to bind future purchasers. The Deed Restrictions include a right of first offer that shall apply to the first conveyance of the Housing Opportunity Unit following the expiration of the forty (40) year affordability period.

XVII. Binding Effect.

This Affordability Plan shall be binding on the successors and/or assigns of P&A.

SCHEDULE A

**PHASE AND DESIGNATION OF
HOUSING OPPORTUNITY UNITS**

For Sale Units. As shown on the Site and Subdivision Plan for the Carlins Hill Affordable Housing Resubdivision, as on file, affordable units will be located on lots 4 and 5. Lots 4 and 5 are located on the southeast portion of the subdivision. All five permits will be submitted at the same time, therefore permitting construction on all five lots to begin at the same time.

SCHEDULE B

**SPECIFICATIONS FOR FOUR BEDROOM SINGLE-FAMILY
DETACHED HOUSING OPPORTUNITY UNIT TO BE SOLD AT
80 PERCENT OF MEDIAN**

SPECIFICATIONS:**FRAMING & EXTERIOR:**

Exterior Walls: 2" x 4" Doug Fir 16"/O.C.
 Interior Walls: 2" x 4" Doug Fir 16"/O.C.
 Floor Joists: 2" x 10" Hem Fir
 Headers: 2" x 10" Hem Fir
 Ceiling Joists: 2" x 8" Hem Fir 16"/O.C.
 Rafters: 2" x 8" Hem Fir 16"/O.C.
 Sub-Floor 1st Floor Concrete
 2nd Floor ¾" T&G Plywood
 Exterior Sheathing: ½" OSB
 Roof: Owens Corning, (or equal), Fiberglass roof shingles. Choice of color from
 builders selection.
 Exterior Doors:
 Front: Pre-hung metal Peachtree or equal
 Hardware: Quickset with entry lock (allow: \$50.00 each)
 Windows: MW, Silverline (or equal), double hung window, insulated with
 screens & grills
 Two (2) garage doors with openers \$1500 allowance 2-8 ft. sliders
 Insulation:
 Walls: 3-5/8" Fiberglass (R-13)
 Flat Ceilings: 12" Fiberglass (R-38)
 Cathedral Ceilings (R-30)
 Siding: Vinyl
 Gutters: Aluminum, choice of white or brown

 Exterior Deck with pressure treated lumber 24 ft. by 10 ft. with stairs built to code
 Walkway to be concrete poured.
 Driveway to be paved.
 Front landing to be pre-fab concrete.
 Landscape is to be seeded approx. 100 by 100 ft.

INTERIOR:

Drywall Construction: ½" sheetrock with 3 coats taping
 Tub area: ½" water resistant sheetrock
 Cabinets/vanities: Builders selection (allowance \$10,000.00)
 (Kitchen/vanities/countertops) included in contract price
 Kitchen and bath countertops: Formica / Corian with 4" backsplash
 Appliances: Refrigerator, dishwasher, stove, microwave \$2500.00 allowance
 Mirrors: Client selection (allowance \$200.00)
 Interior doors: 6 panel fibre, raised panel

Hardware: Quickset (allowance \$30/each)
 Interior trim: *Door casing: 2-1/2" finger jointed painted colonial
 *Base: 3-1/4" Colonial
 Stairs: Main – Pine risers/stringers and hand rail (42" width)(stain & one coat Poly)
 Basement/others – Pine Box
 Painting: (Benjamin Moore or equal) builders selection
 Interior: (one color – white walls & trim)
 Walls & ceilings: two coats latex flat white
 Trim: two coats low luster oil white
Note: Painting other than specified above will be additional
 Plumbing:
 Heat: (1) Zone oil fired hot air with A/C
 Hot water: 50 gallon A-O Smith electric hot water heater
 Water pipes: with ABS plastic waste lines one outside water faucet, one front or one back
 Washer/Dryer hook-up located per plans
 Washer drain pan included
 One (1) 275 gallon oil tank
 Fireplace to be prefabricated 36" hearth

ALLOWANCES:

Kitchen sink: Double bowl porcelain (model #AS-7138/white)	\$175.00 each
Bath sinks: two (2) American standard Ellise petite (Model#AS-0411/white or standard color)	\$100.00 each
Toilets: two (2) American standard elongated (Model#2812/white or standard color)	\$100.00 each
Tub/Shower: two (2) Americast (model #2391/white or standard)	\$500.00 each
Master bath shower enclosure chrome with sliding door	\$750.00 each
Fixtures: (Delta or equivalent)	
Kitchen sink: #AS-2021.741 white faucet	\$150.00 each
Bath sinks: Delta #3524 chrome faucet	\$ 60.00 each
Tub/Shower: Delta faucet #1548-1524/chrome	\$ 70.00 each
Shower: American Standard shower valve#2000.501 chrome	\$ 70.00 each

NOTE: The plumbing fixtures as noted above are included in the contract price.
The allowance prices are for the purpose of substituting or upgrading by the client.

FLOORING:

Tile: \$3.00/SF material allowance, labor included. (Baths)
 Carpet: \$17.00/SQ.YD. installed allowance (standard foam pad included) (bedrooms/1st floor)
 Hardwood floor: living room/kitchen/dinning room/foyer

ELECTRICAL: Complete electrical installation as follows:

200 Amp service
 Rough wiring: Romex and plastic boxes
 Switches, Plugs, GFI Receptacles, located per code
 Four TV, and four telephone wall jacks
 Seven recessed lights: 5/kitchen, 2/master bath, (1 dimmer-kitchen)

Smoke detectors per code (specified by building department)
Rough wiring for 2 garage door opener
Two (2) outside GFI receptacles (located & installed per code)
Wiring for the following: washer, dryer, dishwasher, range
Two (2) outside double spotlights, 1-garage, 1-backyard
All plugs and switches

LIGHTING: Light fixtures, (including door bell) Allowance \$1000.00

CLEANING: The house will be "broom cleaned" at the time of closing
The windows will have all stickers and paint removed
All carpets, walls & floors will be free of dirt and in move-in condition

MISCELLANEOUS:

NOTE: (A) Change orders signed by both the contractor and client supercede these specifications. Change order amounts will include reasonable overhead and profit for the contractor. Change orders will be billed upon completion.

HOUSE TO BE BUILT AS PER PLANS AND SPECIFICATIONS

**SPECIFICATIONS FOR FOUR BEDROOM SINGLE-FAMILY
DETACHED HOUSING OPPORTUNITY UNIT TO BE SOLD AT
60 PERCENT OF MEDIAN**

SPECIFICATIONS:

FRAMING & EXTERIOR:

Exterior Walls: 2" x 4" Doug Fir 16"/O.C.
 Interior Walls: 2" x 4" Doug Fir 16"/O.C.
 Floor Joists: 2" x 10" Hem Fir
 Headers: 2" x 10" Hem Fir
 Ceiling Joists: 2" x 8" Hem Fir 16"/O.C.
 Rafters: 2" x 8" Hem Fir 16"/O.C.
 Sub-Floor 1st Floor Concrete
 2nd Floor ¾" T&G Plywood
 Exterior Sheathing: ½" OSB
 Roof: Owens Corning, (or equal), Fiberglass roof shingles. Choice of color from
 builders selection.
 Exterior Doors:
 Front: Pre-hung metal Peachtree or equal
 Hardware: Quickset with entry lock (allow: \$50.00 each)
 Windows: MW, Silverline (or equal), double hung window, insulated with
 screens & grills
 Two (2) garage doors with openers \$1500 allowance 2-8 ft. sliders
 Insulation:
 Walls: 3-5/8" Fiberglass (R-13)
 Flat Ceilings: 12" Fiberglass (R-38)
 Cathedral Ceilings (R-30)
 Siding: Vinyl
 Gutters: Aluminum, choice of white or brown

Exterior Deck with pressure treated lumber 24 ft. by 10 ft. with stairs built to code
 Walkway to be concrete poured.
 Driveway to be paved.
 Front landing to be pre-fab concrete.
 Landscape is to be seeded approx. 100 by 100 ft.

INTERIOR:

Drywall Construction: ½" sheetrock with 3 coats taping
 Tub area: ½" water resistant sheetrock
 Cabinets/vanities: Builders selection (allowance \$10,000.00)
 (Kitchen/vanities/countertops) included in contract price
 Kitchen and bath countertops: Formica / Corian with 4" backsplash
 Appliances: Refrigerator, dishwasher, stove, microwave \$2500.00 allowance
 Mirrors: Client selection (allowance \$200.00)
 Interior doors: 6 panel fibre, raised panel
 Hardware: Quickset (allowance \$30/each)
 Interior trim: *Door casing: 2-1/2" finger jointed painted colonial

*Base: 3-1/4" Colonial

Stairs: Main – Pine risers/stringers and hand rail (42" width) (stain & one coat Poly)

Basement/others – Pine Box

Painting: (Benjamin Moore or equal) builders selection

Interior: (one color – white walls & trim)

Walls & ceilings: two coats latex flat white

Trim: two coats low luster oil white

Note: Painting other than specified above will be additional

Plumbing:

Heat: (1) Zone oil fired hot air with A/C

Hot water: 50 gallon A-O Smith electric hot water heater

Water pipes: with ABS plastic waste lines one outside water faucet, one front or one back

Washer/Dryer hook-up located per plans

Washer drain pan included

One (1) 275 gallon oil tank

Fireplace to be prefabricated 36" hearth

ALLOWANCES:

Kitchen sink: Double bowl porcelain (model #AS-7138/white)	\$175.00 each
Bath sinks: two (2) American standard Ellise petite (Model#AS-0411/white or standard color)	\$100.00 each
Toilets: two (2) American standard elongated (Model#2812/white or standard color)	\$100.00 each
Tub/Shower: two (2) Americast (model #2391/white or standard)	\$500.00 each
Master bath shower enclosure chrome with sliding door	\$750.00 each
Fixtures: (Delta or equivalent)	
Kitchen sink: #AS-2021.741 white faucet	\$150.00 each
Bath sinks: Delta #3524 chrome faucet	\$ 60.00 each
Tub/Shower: Delta faucet #1548-1524/chrome	\$ 70.00 each
Shower: American Standard shower valve#2000.501 chrome	\$ 70.00 each

NOTE: The plumbing fixtures as noted above are included in the contract price.

The allowance prices are for the purpose of substituting or upgrading by the client.

FLOORING:

Tile: \$3.00/SF material allowance, labor included. (Baths)

Carpet: \$17.00/SQ.YD. installed allowance (standard foam pad included) (bedrooms/1st floor)

Hardwood floor: living room/kitchen/dinning room/foyer

ELECTRICAL: Complete electrical installation as follows:

200 Amp service

Rough wiring: Romex and plastic boxes

Switches, Plugs, GFI Receptacles, located per code

Four TV, and four telephone wall jacks

Seven recessed lights: 5/kitchen, 2/master bath, (1 dimmer-kitchen)

Smoke detectors per code (specified by building department)

Rough wiring for 2 garage door opener

Two (2) outside GFI receptacles (located & installed per code)
Wiring for the following: washer, dryer, dishwasher, range
Two (2) outside double spotlights, 1-garage, 1-backyard
All plugs and switches

LIGHTING: Light fixtures, (including door bell) Allowance \$1000.00

CLEANING: The house will be "broom cleaned" at the time of closing

The windows will have all stickers and paint removed

All carpets, walls & floors will be free of dirt and in move-in condition

MISCELLANEOUS:

NOTE: (A) Change orders signed by both the contractor and client supercede these specifications. Change order amounts will include reasonable overhead and profit for the contractor. Change orders will be billed upon completion.

HOUSE TO BE BUILT AS PER PLANS AND SPECIFICATIONS

SCHEDULE C
DEFINITIONS AND ELEMENTS OF ANNUAL FAMILY INCOME

Annual income 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, workers compensation, and severance pay;
- (f) Welfare assistance. If the welfare assistance payments include an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance to be included as income consists of the following:
 - (i) The amount of the allowance exclusive of the amounts designated for shelter or utilities, plus
 - (ii) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities;
- (g) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing with the Applicant (e.g. periodic gifts from family members, churches, or other sponsored 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; and
- (i) Any earned income tax credit to the extent it exceeds the income tax liability of the Applicant.

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

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. Earned Income Tax Credit.

(a) For credits applied in one lump sum against tax liability, use income tax return (IRS Form 1040 or 1040A).

(b) For credits applied through regular salary paychecks, use IRS Form W-5 (Earned Income Credit Advance Payment Certificate).

7. Net Income from a Business.

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

- (a) IRS Tax Return, Form 1040, including any:
Schedule C (Small Business)
Schedule E (Rental Property Income)
Schedule F (Farm Income)
- (b) An accountant's calculation of depreciation expense, computed using straight-line depreciation rules. (Required when accelerated depreciation was used on the tax return or financial statement.)
- (c) Audited or unaudited financial statement(s) of the business.
- (d) A copy of a recent loan application listing income derived from the business during the previous twelve (12) months.
- (e) Applicant's notarized statement or affidavit as to net income realized from the business during previous years.

8. Recurring Gifts.

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

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

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

10. Family Assets Currently Held.

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

- (a) Verification forms, letters, or documents from a financial institution, broker, etc.
- (b) Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- (c) Quotes from a 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 a investment.
- (g) Applicant's notarized statements or signed affidavits describing assets or verifying the amount of cash held at the Applicant's home or in safe deposit boxes.

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

- (a) Applicant's certification as to whether 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:
 - (i) A list of all assets disposed of for less than FMV;
 - (ii) The date Applicant disposed of the assets;
 - (iii) The amount the Applicant received; and
 - (iv) The market value to the asset(s) at the time of disposition.

12. Savings Account Interest Income and Dividends.

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

13. Rental Income from Property Owned by Applicant.

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

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

14. Full-Time Student Status.

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

**SCHEDULE E
DEED RESTRICTIONS**

(The language below shall be inserted in each deed for a Housing Opportunity Unit.)

The property conveyed hereby is an "affordable housing unit" as defined in C.G.S. § 8-30g. Said property is subject to the following restrictions (the "Restrictions"):

A. This dwelling unit is an affordable housing dwelling unit within a set aside development as defined in **section 8-30g of the Connecticut General Statutes** and in accordance with the applicable regulations for state agencies that were in effect on the date of the original application for initial local approval on *(Date of Application inserted)*, and is therefore subject to a limitation, at the date of purchase, on the maximum annual income of the household that may purchase the unit, and is subject to a limitation on the maximum sale or resale price, these limitations shall be strictly enforced, and may be enforced by the person identified in the affordability plan as responsible for the administration of these limitations or the zoning enforcement authority of Brookfield.

B. For the duration of this covenant or restriction, this dwelling unit may be sold only to persons and families whose annual income does not exceed __ (insert 60% or 80% as applicable) percent of 'median income' as defined in subsection 8-30g-1(10) of the Regulations of Connecticut State Agencies, applicable to this unit as specified in an affordability plan as on file with the Town of Brookfield. In addition, this unit may be sold or resold only at a price equal to or less than the price determined using the formula stated in section 8-30g-8(a), or the formula stated in section 8-30g-8(b) as applicable, of the Regulations of Connecticut State Agencies.

C. In the event said owner desires to make said property available for sale, said owner shall follow the procedures of Section XIV of the Affordability Plan.

D. Said owner shall occupy said property as said owner's principal residence and shall not lease said property.

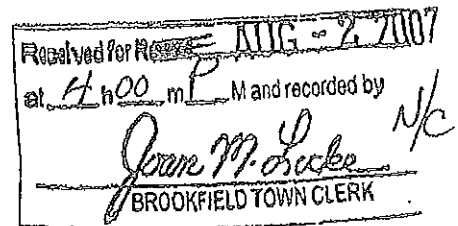
E. Said owner shall maintain said property. Said owner shall not destroy, damage or impair said property, to deteriorate, or commit waste on said property. When said property is offered for resale, the Administrator shall cause said property to be inspected.

F. The Restrictions shall run with the land for a period of forty (40) years from the date of initial conveyance of said property by P&A or its successor(s) or assign(s) to an eligible family or household. After the expiration of said forty (40) year period, the Restrictions shall be of no further force and effect. Notwithstanding the foregoing, the right of first offer in Paragraph F above shall

remain in effect and shall apply to the first conveyance of said property following the expiration of said forty (40) year period.

G. This development was approved by the agencies of the Town based in part on the condition that a defined percentage of the homes in the subdivision would be preserved as affordable housing units. The Restrictions are required by law to be strictly enforced.

H. A violation of the Restrictions shall not result in a forfeiture of title, but the Brookfield Planning and Zoning Commissions 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 said property and to examine the books and records of the Administrator to determine compliance of said property with the affordable housing regulations.



CURRENT OWNER				CURRENT ASSESSMENT			
TOPO	UTILITIES	STRT/ROAD	LOCATION	Description	Code	Appraised	Assessed
4 Rolling	1	Paved		RES LOT	1-1	123,700	86,590
				RES BLDG	1-3	198,010	138,610
				VAC LND R	5-1	1,350	950
SUPPLEMENTAL DATA							
Alt Prcd ID	09788900	Section	Open Spac				
Census	205100000000		BAA				
TCM #1	MAP 1587 LOT 2		Condo Dec				
TCM #2			Address C				
Historic							
Zone	R100						
GIS ID	C06065	Assoc Pld#					
Total						323,060	226,150
VISION							

RECORD OF OWNERSHIP					PREVIOUS ASSESSMENT'S (HISTORY)										
	BK./VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
MONTIERO SEGUNDO	757	351	U	V		0									
MOUNTAIN ROAD HOLLOW LLC	731	528	U	V		0	2020	5-1	87,540	2019	5-1	87,540	2018	5-1	87,540
MOUNTAIN ROAD HOLLOWHOMEOWNERS	716	447	U	V		0									
MOUNTAIN ROAD HOLLOW LLC	685	848	U	V		0									
Total							87,540			Total		87,540		Total	87,540

EXEMPTIONS				OTHER ASSESSMENTS			
Year	Code	Description	Amount	Code	Description	Number	Amount
Total			0.00				
ASSESSING NEIGHBORHOOD							
Nbnd		Nbnd Name	B	Tracing		Batch	
13							
NOTES							
Appraised Bldg. Value (Card)							
Appraised Xt (B) Value (Bldg)							
Appraised Ob (B) Value (Bldg)							
Appraised Land Value (Bldg)							
125.05							

APPRAISED VALUE SUMMARY

Appraised Bldg. Value (Card) 198.01

Appraised Xt (B) Value (Bldg)

Appraised Ob (B) Value (Bldg)

Appraised Land Value (Bldg)

125.05

This signature acknowledges a visit by a Data Collector or Assessor

AFFORDABLE	NOTES	Special Land Value	
MOTHER PARCEL 36 NORTH MOUNTAIN RD PER BLD DEPT FOUNDATION 10/27/2020	8/21 TAN, NO FPL CHIMNEY FOR WDS NOT IN SIDE WOB:NO DECK OR PATIO	Total Appraised Parcel Value	323,066
SCUTTLEWOB UNF/LAUNDRY SINK	SCUTTLEWOB UNF/LAUNDRY SINK	Valuation Method	C
C/O 06/30/21 SFD 100% PRORATE 2020 GL BONUS ROOM ABV FGR		Total Appraised Parcel Value	323,066

BUILDING PERMIT RECORD										WISH / CHANGE HISTORY				
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpose/Result
3-20-155	09-30-2020	NC	New Construct	225,000	08-19-2021	100	06-30-2021	RESIDENTIAL NEW CONSTR	08-19-2021	ES			56	Permit - Property Visited
									01-20-2021	ES			00	Measured & Listed
									03-03-2018	BAA			71	BAA - No Change
									03-16-2017	BAA			71	BAA - No Change
									11-29-2016	ES			40	Hearing Change

LAND LINE VALUATION SECTION																	
B	Use Code	Description	Zone	LA	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value	
1	101	Single Family	R10			2.300 AC	135,000	0.46869	4	1.00		1,000		AH	1,000	123,700	
1	100	Vacant Res Land	R10			0.150 AC	9,000	1.00000	0	1.00		1,000				1,350	
Total Card Land Units						2.450 AC	Parcel Total Land Area						2.450				
														Total Land Value		125,050	

CONSTRUCTION DETAIL					CONSTRUCTION DETAIL (CONTINUED)						
Element	Cd	Description	Element	Cd	Description						
Style:	03	Colonial									
Model	01	Residential									
Grade:	11	B-									
Stories:	2										
Occupancy	1	Vinyl Siding									
Exterior Wall 1	25										
Exterior Wall 2	03	Gable									
Roof Structure:	03	Asphalt Shingl									
Roof Cover	05	Drywall/Sheetr									
Interior Wall 1											
Interior Wall 2											
Interior Flr 1	12	Hardwood									
Interior Flr 2											
Heat Fuel	03	Gas/Propane									
Heat Type:	04	Forced Air									
AC Type:	03	Central									
Total Bedrooms	03	3 Bedrooms									
Total Bathroom	2										
Total Half Baths	1										
Total Xtra Fixtr	1										
Total Rooms:	7	7 Rooms									
Bath Style:	02	Average									
Kitchen Style:	02	Average									
Kitchens	1										
Whirlpool Tub											
Hot Tubs											
Fireplaces											
Fin Bsmt Area											
Fin Bsmt Qualit											
Bsmt Garages											
OB - OUTBUILDING & YARD ITEMS (L)						OB - BUILDING EXTRA FEATURES (B)					
Code	Description	L/B	Units	Unit Price	Yr Bilt	Cond.	Cd	% Cdt	Grade	Grade Adj.	Appr. Value
BUILDING SUB-AREA SUMMARY SECTION											
Code	Description		Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value				
JAS	First Floor		737	737		104.79	77,231				
ISM	Basement		0	737		20.90	15,404				
GR	Garage		0	400		36.68	14,671				
OP	Porch, Open		0	40		20.96	838				
US	Finished Upper Story		1,187	1,187		104.79	124,387				
LT	Vaulted Ceiling		0	400		0.00	0				
VDK	Wood Deck		0	40		10.48	419				
Ttl Gross Liv / Lease Area			1,924	3,541			232,950				

A black and white photograph of a two-story wooden house with a gabled roof. The house has several windows, some with shutters, and a small porch on the right side. It is surrounded by trees and a fence, with a grassy area in the foreground.



State of Connecticut
Town of Brookfield
100 Pocomo Road Brookfield, CT 06804 Tel. (203) 775-7305
Building Department



**RESIDENTIAL
CERTIFICATE OF OCCUPANCY
TOWN OF BROOKFIELD**

Address: **4 HOLLOW DR**
Owner: **MONTERO SEGUNDO**
Owner Address: **51 STATE ST**
Applicant: **Segundo Montero**

Property ID: **09788900**
CO Date: **June 30, 2021**
Permit #: **B-20-155**

(A) EDITION OF CODE NO WHICH THE
PERMIT WAS ISSUED: 2018 SBC

(B) AUTOMATIC SPRINKLER SYSTEM
INSTALLED? NO

IS REQUIRED? NO

DESCRIPTION OF WORK

*Construct new 3 bedroom residential single family home 2.5 bathrooms and the attic nor
basement will be finished.*

****NOTES: No Finished Basement
No Fireplace
No Deck--Guardrail up at Slider in Dining Room at Time
of the CO Inspection****

This Is To Certify That The Work Done Under Permit #B-20-155 Conforms To The Provisions Of The Connecticut Basic Building Code And All Other Laws And Ordinances Of The State Of Connecticut And The Town Of Brookfield.

It Is Specifically Understood That This Certificate Becomes Null And Void When Secured Through Fraud Or Latent Violation Not Ascertainable At The Time Of Inspections Or When Changes In Use, Construction Or Building Service Equipment That Is Controlled By The Connecticut Building Code, Fire Code Or Other Location Regulations Are Made Without Department Approval.

William Babyak
Assistant Building Official

Mylar 1587

Doc ID: 001734430001 Type: LAN
Book 734 Page 51
File# 3203

RETURN TO:
Gager, Emerson, Rickart, Bower & Scalzo, LLP
2 Stony Hill Road
Bethel, CT 06801

AMENDMENT TO AFFORDABILITY PLAN
FOR
MOUNTAIN ROAD HOLLOW, LLC
36 NORTH MOUNTAIN ROAD, BROOKFIELD, CONNECTICUT

THIS AMENDMENT TO MOUNTAIN ROAD HOLLOW, LLC 36 NORTH MOUNTAIN ROAD, BROOKFIELD, CT AFFORDABILITY PLAN is made this 20th day of September, 2017 by MOUNTAIN ROAD HOLLOW, LLC having an address at 13 Nabby Road, Brookfield, Connecticut 06804, hereinafter referred to as either Grantor or Developer.

WITNESSETH:


WHEREAS, the Developer filed on the Land Records of the Town of Brookfield, County of Fairfield and State of Connecticut, an Affordability Plan (the "Plan") as to the Mountain Road Hollow Affordable Subdivision (hereinafter, the "Subdivision") dated May 19, 2016 and recorded in Volume 713, Page 657 of said Land Records; and

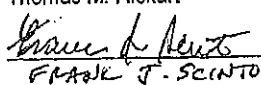
WHEREAS, the Developer desires to amend the units designated as affordable under the Plan such that the 4 affordable units (lots with houses) shall be designated to be "Lots 2, 3, 5, and 7" instead of "Lots 2, 3, 6, and 7".

NOW, THEREFORE, the Developer does hereby amend the Plan so as to provide that the "Set-Aside Units" which shall be subject to the covenants and restrictions of the Plan shall be Lots 2, 3, 5 and 7. Except as modified hereby, said Plan shall remain unchanged and in full force and effect.

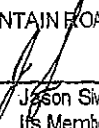
IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal this 20th day of September, 2017.

Signed, Sealed and Delivered
in the Presence of:



Thomas M. Rickart



FRANK J. SCINTO

MOUNTAIN ROAD HOLLOW, LLC
BY: 

Jason Sivo
Its Member

STATE OF CONNECTICUT)
)ss: Bethel September 20, 2017
COUNTY OF FAIRFIELD)

Personally appeared, Jason Sivo, a Member of Mountain Road Hollow, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed, and the free act and deed of the Company.



Thomas M. Rickart
Commissioner of the Superior Court

RETURN TO:
Segundo Montero
51 State Street
Danbury, CT 06810



Doc ID: 002510890004 Type: LAN
Book 757 Page 351 - 354
File# 1988

QUIT-CLAIM DEED
STATUTORY FORM

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING

KNOW YE, THAT, MOUNTAIN ROAD HOLLOW, LLC, a limited liability company with an office and place of business at 13 Nabby Road in the Town of Brookfield, County of Fairfield and State of Connecticut (hereinafter referred to as "Releasor"), for the consideration of ONE DOLLAR (\$1.00) and other valuable consideration received to its full satisfaction of SEGUNDO MONTERO, an individual having an address at 51 State Street, Danbury, Connecticut (hereinafter referred to as "Releasee") grants to the said Releasee, WITH QUITCLAIM COVENANTS, and unto its heirs, successors and assigns forever, that certain piece or parcel of land more particularly described on SCHEDULE A, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the aforesaid premises, with all the appurtenances, unto the said Releasee, and unto its successors and assigns forever, so that neither the Releasor, nor its successors and assigns, nor any other person under it or them shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom the Releasor and they are by these presents forever barred and excluded

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 31st day of July, 2019.

Signed, sealed and delivered
in the presence of:

MOUNTAIN ROAD HOLLOW, LLC

By: Jason Sivo
Its Sole Member

STATE OF CONNECTICUT

SS: Danbury

COUNTY OF FAIRFIELD

On this the 31st day of July, 2019, before me the undersigned officer, personally appeared Jason Sivo, who acknowledged himself to be the sole Member of Mountain Road Hollow, LLC and as such Member being authorized so to do, executed the foregoing instrument, and acknowledged the execution of the same to be his free act and deed and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand.

Thomas M. Rickart
Commissioner of the Superior Court

LATEST ADDRESS OF GRANTEE:
51 State Street, Danbury, CT 06810

Conveyance Tax Received

1

Michelle DiBella, Asst.
TOWN CLERK OF BROOKFIELD

Conveyance Tax Received

Michelle DiBella, Asst.
TOWN CLERK OF BROOKFIELD

SCHEDULE A

ALL THAT CERTAIN piece or parcel of land situated in the Town of Brookfield, County of Fairfield and State of Connecticut and being shown and designated as "LOT 2 (AFFORDABLE) AREA 106,720 +/- S.F. 2.45 +/- Ac." as shown on a certain map entitled, "TOWN OF BROOKFIELD FAIRFIELD COUNTY, CONN. FINAL SUBDIVISION MAP" for Mountain Road Hollow Affordable Subdivision, dated 4-24-2014, revised through 9/15/2017, Scale: 1" = 50', prepared by CCA LLC (the "Map"), which Map is on file in the Town Clerk's office, Town of Brookfield, as Map No. 1587, reference thereto being had for a more specific description of said parcel.

SUBJECT TO:

1. Any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or public laws, provided the Premises are not in violation of same as of the date hereof.
2. Real Property Taxes on the Grand List of October 1, 2018, and any and all existing tax payments, municipal liens and assessments coming due on or after the date hereof. The BUYER shall by acceptance of the deed assume and agree to pay any and all such tax payments, liens and assessments which may on or after the date of closing be assessed, levied against or become a lien on the Premises.
3. Conditions as shown on a certain map entitled "TOWN OF BROOKFIELD FAIRFIELD COUNTY, CONN. FINAL SUBDIVISION MAP" for Mountain Road Hollow Affordable Subdivision, dated April 24, 2014, revised through 9/15/2017, Scale: 1" = 50' prepared by CCA LLC (the "Map"), which Map has been filed on the Brookfield Land Records as Map No. 1587.
4. Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises, and all statutory and other rights of others in and to any such watercourse or body of water.
5. Declaration of Covenants And Restrictions for Mountain Road Hollow Affordable Subdivision Brookfield, Connecticut made by Mountain Road Hollow, LLC dated May 19, 2016 and recorded May 20, 2016 in Volume 713, Page 645 of the Brookfield Land Records as amended by Amendment to Declarations made by MOUNTAIN ROAD HOLLOW, LLC dated September 20, 2017 and recorded September 29, 2017 in Volume 734, Page 46.
6. Declaration of Mountain Road Hollow And Articles of Association of Mountain Road Hollow Homeowner's Association, Inc. dated May 19, 2016 and recorded May 20, 2016 in Volume 713, Page 649 of the Brookfield Land Records as amended by Amendment to Declarations made by MOUNTAIN ROAD HOLLOW, LLC dated September 20, 2017 and recorded September 29, 2017 in Volume 734, Page 46.
7. Mountain Road Hollow, LLC 36 North Mountain Road, Brookfield, CT Affordability Plan declared by Mountain Road Hollow, LLC dated May 19, 2016 and recorded May 20, 2016 in Volume 713, Page 657 of the Brookfield Land Records as amended by Amendment To Affordability Plan made by MOUNTAIN ROAD HOLLOW, LLC dated September 20, 2017 and recorded September 29, 2017 in Volume 734, Page 51. (Note: The subject lot is designated as an "affordable unit").
8. Drainage Easement in favor of the Town of Brookfield granted by Mountain Road Hollow, LLC dated May 19, 2016 and recorded May 20, 2016 in Volume 713, Page 643 of the

Brookfield Land Records.

9. Road basin drainage from Hollow Drive.

10. Electric Distribution Easement from Mountain Road Hollow, LLC in favor of The Connecticut Light And Power Company d/b/a Eversource Energy dated July 25, 2017 and recorded August 2, 2017 in Volume 731, Page 628.

11. As per the Affordability Plan recited above, the Premises conveyed hereby constitutes an "Set-Aside Unit" for sale to a person or family with incomes of less than or equal to sixty percent (60%) of the applicable median income, and consequently, the Premises is conveyed subject to the following additional restrictions:

"This dwelling unit conveyed is an affordable housing dwelling unit within a set aside development as defined in section 8-30g of the Connecticut General Statutes and in accordance with the applicable regulations for state agencies that were in effect on May 19, 2016 and is therefore subject to a limitation, at the date of purchase, on the maximum annual income of the household that may purchase the unit, and is subject to a limitation on the maximum sale, resale or rental price. These limitations shall be strictly enforced, and may be enforced by the person identified Affordability Plan recorded in Volume 713 at Page 657 of the Brookfield Land Records as amended by Amendment To Affordability Plan recorded in Volume 734, at page 51 of said land records (the "Plan") as responsible for the administration of these limitations or the zoning enforcement authority of the Town of Brookfield.

For the duration of this covenant or restriction, this dwelling unit may be sold only to persons and families whose annual income does not exceed sixty percent (60%) of 'median income' as defined in subsection 8-30g-1 (10) of the Regulations of Connecticut State Agencies, applicable to this unit as specified in the Plan. In addition, this unit may be sold or resold only at a price equal to or less than the price determined using the formula stated in section 8-30g-8(e), of the Regulations of Connecticut State Agencies.

- A. In the event said owner desires to make the Property available for sale, said owner shall follow the procedures of the Affordability Plan.
- B. Said owner shall occupy the Property as said owner's principal residence and shall not lease the Property.
- C. Said owner shall maintain the Property. Said owner shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. When the Property is offered for resale, the Administrator shall cause said property to be inspected.
- D. The Restrictions shall run with the land for a period of forty (40) years from the date of initial conveyance of said property by MOUNTAIN ROAD HOLLOW, LLC or its successors or assigns to an eligible family or household. After the expiration of said forty (40) year period, the Restrictions shall be of no further force or effect.
- E. The development was approved by agencies of the Town of Brookfield based in part on the condition that a defined percentage of the units in The Project would be preserved as affordable housing units. The Restrictions are required by law to be strictly enforced.

- F. A violation of the Restrictions shall not result in a forfeiture of title, but the Brookfield Zoning Enforcement Officer shall otherwise retain all enforcement powers granted by the Connecticut General Statutes, including Section 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 the Property with the affordable housing regulations."

[Signature]

CURRENT OWNER				CURRENT ASSESSMENT			
TOPO	UTILITIES	STRT / ROAD	LOCATION	Description	Code	Appraised	Assessed
1 Level		1 Paved		RES LOT	1-1	108,290	75,800
				RES BLDG	1-3	106,050	74,240
SUPPLEMENTAL DATA							
Alt Prcd ID	75250001	Section					
Census	2052000020400	Open Spac					
TCM #1		BAA					
TCM #2		Condo Dec					
Historic		Address C					
Zone	R80						
GIS ID	G09068	Assoc Pld#					
				Total		214,340	150,040
DANBURY CT 06810				VISION			
51 AUSTIN STREET				BROOKFIELD, CT			
SIMMONS ROGER AND KATHLEEN				6018			
HOUSATONIC HABITAT FOR HUMANI							

RECORD OF OWNERSHIP				PREVIOUS ASSESSMENTS (HISTORY)													
BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	Year		Code		Assessed V		Year		Code		Assessed	
						1-1	1-3	1-1	1-3	1-1	1-3	1-1	1-3	1-1	1-3		
593	12-08-2008	U	I	198,654	25	2020	1-1	75,800	2019	1-1	75,800	2018	1-1	75,800			
546	07-31-2006	U	V	0	16												
74	07-17-1967			0			1-3	74,240		1-3	74,240		1-3	74,240			
							Total	150,040		Total	150,040		Total	150,040			

EXEMPTIONS		OTHER ASSESSMENTS			Comm Int.			
Year	Code	Description	Amount	Code		Description	Number	Amount
			0.00					
Total		ASSESSING AGENCY		ASSESSOR				
APPRAISED VALUE SUMMARY								
Appraised Bldg. Value (Card)							106,050	
Appraised Yr./Pr. Value (Pr./Pr.)							2	

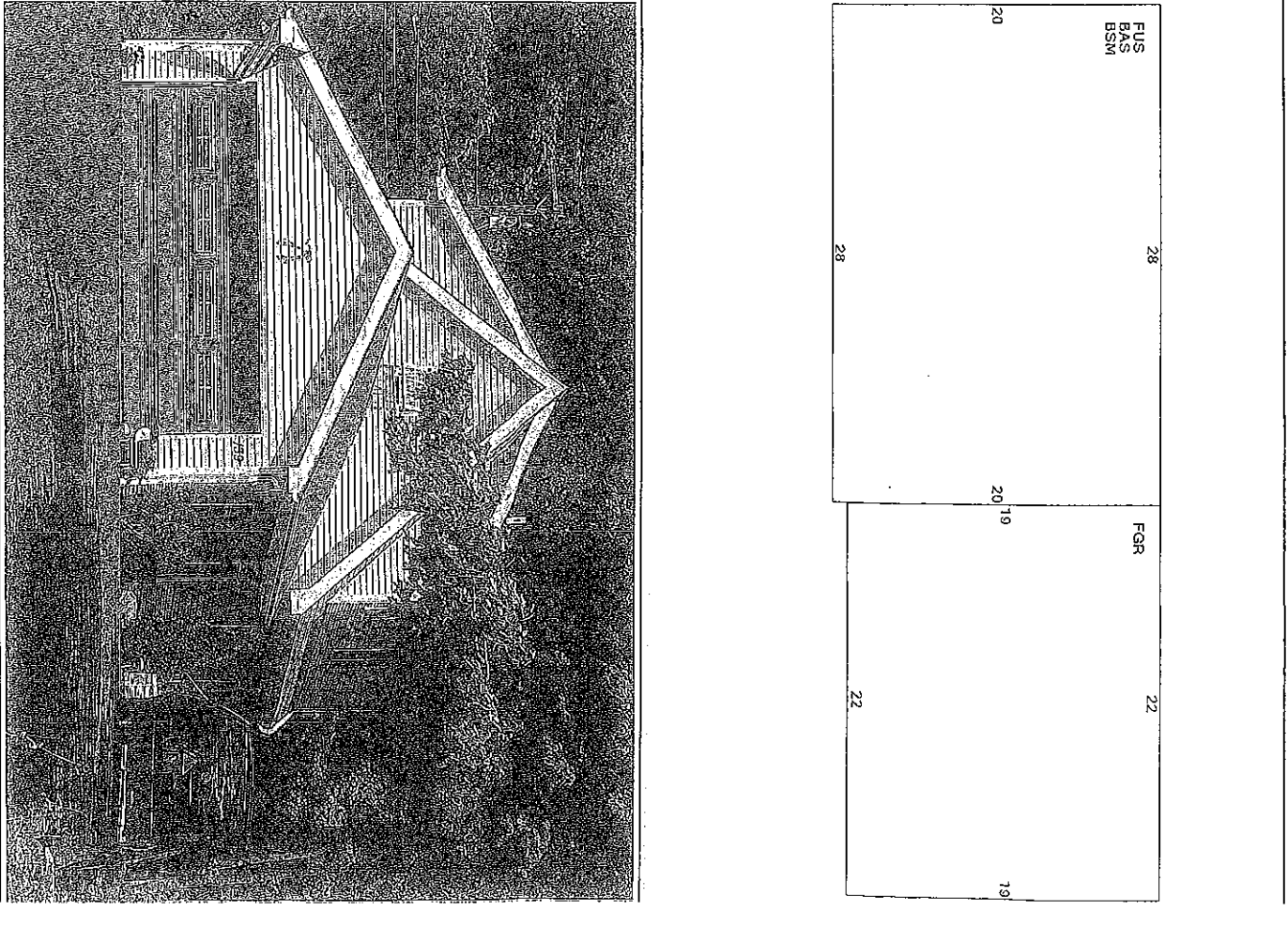
ASSESSING NEIGHBORHOOD			
Nbhd	Nbhd Name	Tracing	Batch
0001			
NOTES			
			Appraised Ob (B) Value (Bldg)
			Appraised Land Value (Bldg)

Special Land Value	0
Total Appraised Parcel Value	214,340

C	Valuation Method															
	Total Appraised Parcel Value	214,340														
	BUILDING PERMIT RECORD															
	Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpose/Result	
	2005-0637	07-27-2005	NC	New Construct	120,500	09-29-2006	100	12-02-2008	NC AFFORDABLE 2 BR 1 BA	06-14-2011 11-14-2007 09-29-2006 09-28-2005 05-17-2001	RH JM MI GH DS	01		01	01	Measured Permit - Property Visited 56 Permit - Property Visited 56 Permit - Property Visited 00 Measured & Listed
	LAND USE VALUATION SECTION															

LAND UNIT VALUATION SECTION																
B	Use Code	Description	Zone	LA	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustmen	Adj Unit P	Land Value
1	101	Single Family	R80			0.310 AC	150,000	2.73978	5	1.00		1.000		AH	1.0000	108,290
						Total Card Land Units	0.310 AC	Parcel Total Land Area		0.310					Total Land Value	108,290

Element	Cd	Description	Element	Cd	Description
Style: 03		Colonial			
Model: 01		Residential			
Grade: 03		C			
Stories: 2					
Occupancy 1		Vinyl Siding			
Exterior Wall 1 25					
Exterior Wall 2 03		Gable			
Roof Structure: 03		Asphalt Shingl			
Roof Cover 05		Drywall/Sheet			
Interior Wall 1					
Interior Wall 2 14		Carpet			
Interior Fir 1					
Interior Fir 2 02		Oil			
Heat Fuel 04		Forced Air			
Heat Type: 02					
AC Type: 02		2 Bedrooms			
Total Bedrooms 1					
Total Bathroom 0					
Total Hall Baths 6					
Total Xtra Fixrs 02		Average			
Bath Style: 02		Average			
Kitchen Style: 02					
Kitchens					
Whirlpool Tub					
Hot Tubs					
Fireplaces					
Fin Bsmt Area					
Fin Bsmt Qualit					
Bsmt Garages					
OB - OUTBUILDING & YARD ITEMS (C) - BLDG-EXTRA FEATURES (B)					
Code	Description	L/S	Units	Unit Price	Yr Blt
BUILDING-SUB-AREA SUMMARY SECTION					
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost
BAS	First Floor	560	560	101.26	Undeprec Value
BSM	Basement	0	560	20.25	56,705
FGR	Garage	0	418	35.37	11,341
FUS	Finished Upper Story	560	560	101.26	14,784
					56,705
Tot Gross Lvt / Lease Area		1,120	2,098		139,535



003761

Record & return:
Sharon Wicks Dornfeld
70 North Street, Suite 104
Danbury, CT 06810

WARRANTY DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

Know Ye, That HOUSATONIC HABITAT FOR HUMANITY, INC., A Connecticut Corporation, for the consideration of One Hundred Ninety Eight Thousand Six Hundred Fifty Four and 00/100 Dollars (\$198,654.00) received to its full satisfaction does give, grant, bargain, sell and confirm unto ROGER SIMMONS and KATHLEEN SIMMONS, the following described premises with WARRANTY COVENANTS:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

The property conveyed hereby is an "affordable housing unit" as defined in C.G.S. § 8-30g. Said property is subject to the following restrictions (the "Restrictions"):

A. The owner of said property shall sell or transfer said property only to certain eligible families or households as specified in C.G.S. § 8-30g as amended by Public Act 99-261. Applicable income limits shall be determined by the Connecticut Department of Housing and the U.S. Department of Housing and Urban Development ("HUD"). Determination of a potential purchaser's eligibility shall be made by the Administrator (as defined in that certain Affordability Plan (the "Affordability Plan") for the property, a copy of which plan is on file in Brookfield's Planning and Zoning Office).

B. Said owner shall convey said property at a price that will preserve said property as affordable housing. The price at resale shall provide the homeowner with the ability to recoup a fair return on the homeowner's investment in any capital improvements. Calculation of the maximum initial sale price or maximum resale price ("Maximum Sale Price") for said property, so as to satisfy C.G.S. § 8-30g, shall utilize the lesser of the area median income data for the Town of Brookfield or the statewide median, as published by HUD as in effect on the day a purchase and sale agreement is accepted by said owner. The Maximum Sale or Resale Price shall be calculated as follows:

Calculation steps for two-bedroom sale unit at 80% of area or statewide median

1. Determine 2005 (or relevant year of sale) area median income for Danbury PMSA or statewide median, adjusted for family size (calculated at 1.5 persons per bedroom), as published by HUD.
2. Calculate 80 percent of Step 1.
3. Calculate 30 percent of Step 2, representing the maximum portion of a family's income that may be used for housing.
4. Divide Step 3 by twelve (12) to determine the maximum monthly outlay.
5. Determine by reasonable estimate monthly expenses, including taxes, insurance, heat and utility costs, excluding telephone and cable television, but including any required common interest ownership or similar fee.
6. Subtract Step 5 from Step 4 to determine the amount available for mortgage principal and interest.
7. Apply amount available from Step 6 to standard mortgage term at then-prevailing interest rate to determine the financeable amount.
8. Determine down payment (per Section X of the Affordability Plan, which provides that the down payment shall not exceed one percent of the purchase price).
9. Add Steps 7 and 8 to determine the MAXIMUM SALE OR RESALE PRICE.

C. In the event said owner desires to make said property available for sale, said owner shall follow the procedures of Section XIV of the Affordability Plan.

D. Said owner shall occupy said property as said owner's principal residence and shall not lease said property.

E. Said owner shall maintain said property. Said owner shall not destroy, damage or impair said property, allow said property to deteriorate, or commit waste on said property. When said property is offered for resale, the Administrator shall cause said property to be inspected.

Conveyance Tax Received

State
993.27
Joan M. Locke
TOWN CLERK OF BROOKFIELD

Conveyance Tax Received

Sharon
1496.64
Joan M. Locke
TOWN CLERK OF BROOKFIELD

F. The Restrictions shall run with the land for a period of forty (40) years from the date of initial conveyance of said property by Housatonic Habitat For Humanity, Inc. to an eligible family or household. After the expiration of said forty (40) year period, the Restrictions shall be of no further force and effect. Notwithstanding the foregoing, the right of first offer in Paragraph F above shall remain in effect and shall apply to the first conveyance of said property following the expiration of said forty (40) year period.

G. A violation of the Restrictions shall not result in a forfeiture of title, but the Brookfield Zoning 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 said property and to examine the books and records of the Administrator to determine compliance of said property with the affordable housing regulations.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26 day of November, 2008.

Signed, Sealed and Delivered
in presence of:

Camille DeGalan
Camille DeGalan

Housatonic Habitat For Humanity, Inc.

By: Karoline Rossini
Karoline Rossini
Its President, duly authorized

Sharon Wicks Dornfeld
Sharon Wicks Dornfeld

State of Connecticut :
: ss. Danbury
County of Fairfield :

On this the 26 day of November, 2008, before me, Camille DeGalan, the undersigned officer, personally appeared Karoline Rossini, President of Housatonic Habitat for Humanity, Inc., a Connecticut corporation, 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, as her free act and deed and the free act and deed of said Corporation

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Camille DeGalan
Camille DeGalan
Commissioner of the Superior Court

SCHEDULE A


All that certain piece or parcel of land situated in the Town of Brookfield, County of Fairfield and State of Connecticut being described as:

Commencing at a point in the southerly line of Connecticut Route #133 as its intersection with the easterly line of Tower Road; running thence along said Route #133, North 75° 50' East 221.51 feet to a Connecticut Highway Department monument; running thence along land of the State of Connecticut South 12° 26' East 60 feet; running thence along land of Chumaseo South 73° 21' West 207.7 feet to the easterly line of Tower Road; thence along Tower Road North 24° 11' West 70 feet to the point or place of beginning.

Being shown and designated as Parcel #3 on a certain map entitled, "Map Showing Land Surveyed for Gordon Anderson located in Obtuse District, Brookfield, Center, Conn., Scale 1" = 100', Nov. 8, 1951" made and prepared by Douglas Matson, P.E. & L.S., Brookfield Center, Conn., which map is on file in the Town Clerk's Office of the said Brookfield in Map Book 3 No. 26-1 in which map reference is hereby made.

Subject to:

1. Any and all provisions of any ordinance, municipal regulation, public or private law, including but not limited to zoning, planning, and subdivision regulations of the Town of Brookfield.
2. Taxes to the Town of Brookfield.

Received for Record	DEC - 8 2008
at 11 h 25 m P	M and recorded by
	
BROOKFIELD TOWN CLERK	

AFFORDABILITY PLAN**INTRODUCTION**

Mill River Views, LLC. (the "Developer") submits this Affordability Plan in conjunction with its application to the Brookfield Zoning Commission for approval of its condominium project known as Mill River Views Condominiums (the "Condominium") to be developed on property located on U.S. Route 7 and Connecticut Route 25, Brookfield, Connecticut.

Under this plan, thirty percent (30%) of the homes in the Condominium will be designated as "Housing Opportunity Units" that will meet the criteria for "affordable housing" as defined in Connecticut General Statutes ("C.G.S.") § 8-30g, as amended to date. At least thirty percent (30%) of the units in the Condominium must be affordable for forty (40) years for families earning eighty percent (80%) or less of the median income for the Brookfield area (Danbury PMSA) or the State median income, whichever is less. Because the area median income for the Danbury PMSA as of the date hereof is less than the statewide median (\$77,100.00), this plan uses the lower figure; however, it should be noted that actual maximum sales prices and rents are to be calculated at the time of lease or conveyance.

This Affordability Plan, which was a condition of approval by the Brookfield Zoning Commission, describes how the regulations regarding affordability will be administered.

AFFORDABILITY PLAN

I. Units Designated For Housing Opportunity Development.

The specific units designated as Housing Opportunity Units are as follows:

Units 3, 4, 5, 6, 7, 8 and 9 as shown on the survey annexed to the Declaration of Mill River Views Condominiums.

II. Forty (40) Year Period.

The Housing Opportunity Units shall be designated as affordable housing units for forty (40) years. The forty (40) year affordability period as to each Housing Opportunity Unit shall begin on the date of initial leasing or conveyance of such Housing Opportunity Unit from the Developer or its successors or assigns to a purchaser or tenant. Provided, however, that the Housing Opportunity Units may be sold to investors who do not qualify within the income limitations set forth in Sections 8-30g and 8-39a of the Connecticut General Statutes if such investors certify, in writing to the Brookfield Zoning Commission, that they do not intend to occupy such unit, but, rather, that they will rent such units to persons who qualify within said income limitations.

III. Pro-Rata Construction And Dispersion.

The Housing Opportunity Units shall be built and offered for sale or lease on a pro rata basis as construction proceeds. It is the intent of this Plan that at least two (2) Housing Opportunity Units will be built and offered for sale or built and offered for lease within the time that the first five (5) market-rate units are built and offered for sale or built and offered for lease, that at least three (3) Housing Opportunity Units will be built and offered for sale or built and offered for lease within the time that the second five (5) market-rate units are built and offered for sale or built and offered for lease, and that the remaining two (2) Housing Opportunity Units will be built and offered for sale or built and offered for lease within the time that the last five (5) market-rate units are built and offered for sale or built and offered for lease. The Town of Brookfield, acting through its Zoning Enforcement Officer or building official as appropriate, may withhold issuance of a certificate of occupancy for a market-rate unit within this Condominium until such time as a sufficient number of certificates of occupancy for Housing Opportunity Units have been issued to maintain the ratio required by this Plan.

IV. Nature Of Construction Of Housing Opportunity Unit And Market-Rate Units.

The Housing Opportunity Units shall be built in substantial conformance with the specification set forth in Schedule A annexed hereto. However, nothing in this Affordability Plan shall prohibit the purchaser of a market rate unit from finishing or upgrading his or her unit differently from the Housing Opportunity Units or from utilizing materials different from those used in the Housing Opportunity Units.

V. Entity Responsible For Administration and Compliance.

The initial sale or rental of the Housing Opportunity Units shall be administered by the Developer or its successors or assigns (the "Administrator"). Thereafter, the executive board of condominium association, acting by its officers or by a management company engaged by the executive board, shall administer this Plan. The Administrator shall submit a written status report to the Brookfield Zoning Commission on compliance with this Affordability Plan annually on or before January 31. The role of Administrator may be transferred or assigned to another person or 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, the Developer, or its successors or assigns will provide prior written notice to the Brookfield Zoning Commission.

VI. Affirmative Fair Housing Marketing Plan.

The sale or lease of the Housing Opportunity Units shall be publicized, using State regulations for affirmative fair housing marketing programs as guidelines. The purpose of such efforts shall be to apprise residents of municipalities of relatively high concentrations of minority populations of the availability of such units. The Administrator shall have the responsibility for compliance with this section. Notices of initial availability of Housing Opportunity Units shall be provided, at a minimum, by advertising at least two times in a newspaper of general circulation in the Town of Brookfield. The Administrator shall also provide such notices to the Brookfield Zoning Commission, the Town of Brookfield and the Brookfield Housing Authority (if applicable). Such notices shall include a description of the available Housing Opportunity Units, the eligibility criteria for potential lessees or purchasers, the Maximum Sale Price or Maximum Rental (as hereinafter defined), and the availability of application forms and additional information.

Using the above-referenced State regulations as guidelines, dissemination of information about available Housing Opportunity shall include:

- analyzing census and other data to identify racial and ethnic groups least represented in the Brookfield population;
- announcements/advertisements in publications and other media that will reach minority populations;
- announcements to social service agencies and other community contacts serving low-income minority families (including churches, civil rights organizations, housing authorities, legal service organizations, etc);
- assistance to minority applicants processing applications;
- marketing efforts in geographic areas of high minority concentrations within the housing market area; and
- beginning affirmative marketing efforts prior to general marketing of units, and repeating again during initial marketing and at 50 percent completion.

All notices shall comply with the federal Fair Housing Act, 42 U.S.C. §§ 3601 et seq. and the Connecticut Fair Housing Act, C.G.S. §§ 46a-64b and 64c (together, the "Fair Housing Acts").

VII. Purchase And Lease Eligibility.

Eligibility of families or households to purchase or lease a Housing Opportunity Unit shall be determined by the Administrator in accordance with § 8-30g as amended.

VIII. Application Process.

A family or household seeking to purchase or lease a Housing Opportunity Unit ("Applicant") must complete an application to determine eligibility. The application form and process shall comply with the Fair Housing Acts.

A. *Application Form.*

The application form shall be provided by the Administrator and shall include an income certification form. In general, income for purposes of determining an Applicant's qualification, shall include the Applicant family's total anticipated income from all sources for the twelve (12) month period following the date the application is submitted ("Application Date"). 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 or lease. 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 B, attached.¹

B. *Applicant Interview.*

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

1. Review with the Applicant all the information provided on the application.
2. Explain to the Applicant the requirements for eligibility, verification procedures, and the penalties for supplying false information.
3. Verify that all sources of family income and family assets have been listed in the application. Make clear that the term "family" includes all individuals who are to occupy the home, and that no relationship by blood or marriage is required.
4. Request the Applicant to sign the necessary release forms to be used in verifying income. Inform the Applicant of what verification and documentation must be provided before the application is deemed complete.
5. Inform the Applicant that a decision as to eligibility cannot be made until all items on the application have been verified.
6. Review with the Applicant the process and restrictions regarding resale or rental.

¹ See 24 C.F.R. § 5.609. Federal regulations are subject to change, and it is the intent of this Affordability Plan, including Schedules B and C to use as guidelines HUD regulations with respect to income certification, as such regulations may be amended from time to time.

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 require verification of the Applicant's reported income.

If applicable, the Applicant shall provide the documentation listed on Schedule C 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.

IX. **Maximum Initial Sale Price And Maximum Resale Price; Maximum Rental.**

Calculation of the maximum initial sale price or maximum resale price ("Maximum Sale Price") or Maximum Rental for a Housing Opportunity Unit, so as to satisfy C.G.S. § 8-30g, shall utilize the lesser of the area median income data for the Town of Brookfield (Danbury PMSA) or the statewide median as published by HUD as in effect on the day a purchase and sale agreement is accepted by the owner of the Housing Opportunity Unit ("Owner"), or the day a lease has been executed by both lessor and lessee so as to create a tenancy.

The Maximum Sale or Resale Price and the Maximum Rental shall be calculated as follows:

Calculation steps for sale of a two bedroom unit at 80 percent of area or statewide median income:

1. Determine lesser of area median income for the Danbury PMSA or statewide median, adjusted for family size (calculated at 1.5 persons per bedroom), as published by HUD;
2. Calculate 80 percent of Step 1;
3. Calculate 30 percent of Step 2, representing the maximum portion of a family's income that may be used for housing;
4. Divide Step 3 by twelve (12) to determine the maximum monthly outlay;
5. Determine by reasonable estimate monthly expenses, including taxes, insurance, heat and utility costs, excluding telephone and cable television, but including any required common interest ownership or similar fee;
6. Subtract Step 5 from Step 4 to determine the amount available for mortgage principal and interest;
7. Apply amount available from Step 6 to standard mortgage term at then-prevailing interest rate to determine the financeable amount;
8. Determine down payment (see Section X);
9. Add Steps 7 and 8 to determine the MAXIMUM SALE OR RESALE PRICE.

TABLE 1-4 TABLE 1-5

Calculation steps for rental of a two bedroom unit at 80 percent of area or statewide median

1. Determine lesser of area median income for the Danbury PMSA or statewide median, adjusted for family size (calculated at 1.5 persons per bedroom), as published by HUD;
2. Calculate 80 percent of Step 1;
3. Calculate 30 percent of Step 2 representing the maximum portion of a family's income that may be used for housing;
4. Divide Step 3 by twelve (12) to determine the maximum monthly outlay;
5. By reference to published HUD tables, determine the HUD Fair Market Rent for unit with comparable number of bedrooms. Multiply this amount by 120%;
6. Maximum monthly payment for this rental unit is the lesser of amount calculated in Step 4 or 5 above;
7. Determine by reasonable estimate monthly expenses for heat and utility costs, excluding telephone and cable television, but including any fee required of all tenants;
8. Maximum monthly outlay for rent plus estimated monthly expenses may not exceed the amount determined in Step 6.

X. Downpayment.

The downpayment for the Housing Opportunity Units that are sold shall not exceed the lesser of twenty percent (20%) of the purchase price or twenty percent (20%) of the Connecticut Housing Finance Authority maximum sales price for a comparable unit in the area. However, this Plan does not require, and shall not be interpreted to require, a twenty percent (20%) downpayment for the Housing Opportunity Units, and thus the downpayment may be reduced.

XI. Required Fees And Access To Amenities.

All owners and lessees of the Housing Opportunity Units shall have the same rights and privileges as owners and lessees of market rate units within the Condominium. Fees charged to the owners or lessees of Housing Opportunity Units shall not be set so as to cause such owners or lessees to pay more than the maximum monthly payment as determined in the preceding sample calculations.

XII. Principal Residence.

The Housing Opportunity Units shall be occupied only as an owner's or lessee's principal residence.

XIII. Resale or Lease of the Housing Opportunity Units.

An owner may sell or lease a Housing Opportunity Unit at any time, provided that the owner complies with the restrictions concerning the sale and rental of units as set forth in this Affordability Plan and in the deed restrictions attached hereto as Schedule D (the "Deed Restrictions"). If the owner wishes to sell or lease a Housing Opportunity Unit, the owner shall notify the Administrator in writing. The Administrator shall then

work with the owner to calculate a Maximum Sales Price or Maximum Rental as set forth in Section IX above. The Administrator shall publish notice in the same manner as was followed for the initial sale, as set forth in Section VI above. The Administrator shall bring any purchase or lease offers received to the attention of the Owner.

The owner may hire a real estate broker or otherwise individually solicit offers, independent of the Administrator's action, from potential purchasers or tenants. The owner shall inform any potential purchaser or tenant of the affordability restrictions before any purchase and sale agreement or lease is executed by furnishing the potential purchaser or lessee with a copy of this Affordability Plan. The purchase and sale agreement or lease shall contain a provision to the effect that the sale or lease is contingent upon a determination by the Administrator that the potential purchaser or lessee meets the eligibility criteria set forth in this Plan. Once the purchase and sale agreement or lease is executed by the owner and potential purchaser or lessee, the potential purchaser or lessee shall immediately notify the Administrator in writing. The Administrator shall have thirty (30) days from such notice to determine the eligibility of the potential purchaser or lessee in accordance with the application process set forth above. The Administrator shall notify the owner and the potential purchaser or lessee of its determination of eligibility in writing within said thirty (30) day period. If the Administrator determines that the potential purchaser or lessee is not eligible, the purchase and sale agreement or lease shall be void, and the owner may solicit other potential purchasers or lessees. If the Administrator determines that the potential purchaser or lessee is eligible, the Administrator shall provide the potential purchaser or lessee and the owner with a signed certification to the effect that the sale or lease of the particular Housing Opportunity Unit has complied with the provisions of this Affordability Plan.

XIV. Enforcement.

A violation of this Affordability Plan shall not result in a forfeiture of title, but the Brookfield Zoning Commission shall otherwise retain all enforcement powers as are granted to Zoning Commissions by the General Statutes, including § 8-12. These powers include, but are not limited to, the authority, at any reasonable time, to inspect the property and to examine the books and records of the Administrator to determine compliance of Housing Opportunity Unit with the affordable housing regulations.

XV. Deed Restrictions.

The Deed Restrictions shall be included in the deed of the Housing Opportunity Units during the forty (40) year period in which the affordability program is in place to provide notice of the affordability restrictions and to bind future purchasers.

XVI. Binding Effect.

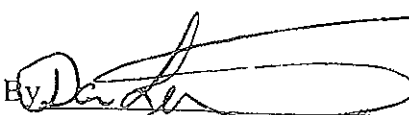
This Affordability Plan shall be binding on the Developer's successors and assigns.

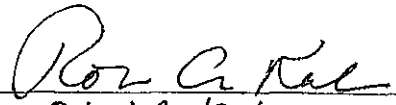
Signed on the 15th day of June, 2005.

Witnessed by:


LINDA ROBERTS

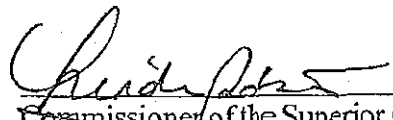
Mill River Views, LLC

By 
Dany Letourneau


 Robin A. Kuhn

STATE OF CONNECTICUT)
) ss:
 COUNTY OF FAIRFIELD)

The foregoing instrument was acknowledged, before me, this 15th day of June, 2005, by Dany Letourneau, of Mill River Views, LLC, as his free act and deed, and the free act and deed of said corporation.


 Commissioner of the Superior Court
 Notary Public

SCHEDULE A

STANDARD SPECIFICATIONS FOR TWO BEDROOM UNITS TO BE SOLD AT 80 PERCENT OF MEDIAN INCOME.

THESE UNITS ARE APPROXIMATELY 990 SF, AND INCLUDE THE FOLLOWING.

- 1 Full Bath
- Living Room
- Dining area
- Kitchen
- Deck
- Laundry/Utility Closet

EXTERIOR:

- Deck off all units
- Landscape plantings
- Fiber-cement clapboard style siding
- Aluminum gutters and down spouts
- Exterior weather-proof electrical outlets
- Weather stripped and insulated entry door
- Insulated sliding glass patio doors with screens
- Energy efficient vinyl windows with colonial grills
- Paved driveways and walks

INTERIOR:

- Wall to wall carpeting in choice of colors
- R-38 attic insulation
- R-19 exterior wall insulation
- Whole house wrap to prevent air infiltration
- Energy efficient heating and cooling system
- Direct wire smoke detectors
- Easy care vinyl clad wire closet shelving
- Pre-wired telephone and cable TV outlets
- Laundry area with washer / dryer hook-ups
- Copper wiring throughout dwelling
- Ground fault circuits in kitchen and bathroom

KITCHENS:

- Choice of cushioned no-wax vinyl flooring
- Traditional wood cabinets
- Refrigerator/Freezer, dishwasher and electric range & non-venting microwave
- Choice of laminate countertops
- Stainless steel sink with single lever faucet

BATHROOMS:

- Full width vanity mirrors
- Single piece acrylic tubs and shower surrounds
- Traditional wood vanity cabinet
- Laminate vanity tops
- Choice of no-wax vinyl flooring
- Single bowl sink with single lever faucet

SCHEDULE B

DEFINITIONS AND ELEMENTS OF ANNUAL FAMILY INCOME

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

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

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

SCHEDULE C DOCUMENTATION OF INCOME

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

I. 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's 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. Earned Income Tax Credit.

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

7. Net Income from a Business.

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

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

- TULU 3 1 4 1900 3 1 4
- (d) A copy of a recent loan application listing income derived from the business during the previous twelve (12) months.
 - (e) Applicant's notarized statement or affidavit as to net income realized from the business during previous years.

8. Recurring Gifts.

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

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

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

10. Family Assets Currently Held.

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

- (a) Verification forms, letters, or documents from a financial institution, broker, etc.
- (b) Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- (c) Quotes from a 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 purchase price, the distribution of the sales proceeds and the net amount to the Applicant.
- (f) Appraisals of personal property held as an investment.

- (g) Applicant's notarized statements or signed affidavits describing assets or verifying the amount of cash held at the Applicant's home or in safe deposit boxes.
11. Assets Disposed of for Less Than Fair Market Value ("FMV") During Two Years Preceding Application Date.
- (a) Applicant's certification as to whether he or she has disposed of assets for less than FMV during the two (2) years preceding the Application Date.
 - (b) If the Applicant states that he or she did dispose of assets for less than FMV, then a written statement by the Applicant must include the following:
 - (i) A list of all assets disposed of for less than FMV;
 - (ii) The date the Applicant disposed of the assets;
 - (iii) The amount the Applicant received; and
 - (iv) The market value of the asset(s) at the time of disposition.
12. Savings Account Interest Income and Dividends.
- (a) Account statements, passbooks, certificates of deposit, etc., if they show enough information and are signed by the financial institution.
 - (b) Broker's quarterly statements showing value of stocks or bonds and the earnings credited the Applicant.
 - (c) If an IRS Form 1099 is accepted from the financial institution for prior year earnings, the Administrator must adjust the information to project earnings expected for the next twelve (12) months.
13. Rental Income from Property Owned by Applicant.

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

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

14. Full-Time Student Status.

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

SCHEDULE D DEED RESTRICTIONS

(The language below shall be inserted in each deed for the Housing Opportunity Units.)

The property conveyed hereby is an "affordable housing unit" as defined in C.G.S. § 8-30g. Said property is subject to the following restrictions (the "Restrictions"):

A. The owner of said property shall sell, transfer or lease said property only to certain eligible families or households as specified in C.G.S. § 8-30g as amended by Public Act 99-26 1. Applicable income limits shall be determined by the Connecticut Department of Housing and the U.S. Department of Housing and Urban Development ("HUD"). Determination of a potential purchaser or lessee's eligibility shall be made by the Administrator (as defined in that certain Affordability Plan (the "Affordability Plan") on file in the Office of the Brookfield Town Clerk in Volume _____ at Page _____.

B. Said owner shall convey or lease said property at a price that will preserve said property as affordable housing. Calculation of the maximum initial sale price or maximum resale price ("Maximum Sale Price") and of the maximum rental price ("Maximum Rental") for said property, so as to satisfy C.G.S. § 8-30g, shall utilize the lesser of the area median income data for the Danburyport PMSA or the statewide median, as published by HUD as in effect on the day a purchase and sale agreement or lease is accepted by said owner.

The Maximum Sale or Resale Price and the Maximum Rental shall be calculated as follows:

Calculation steps for sale of a two bedroom unit at 80 percent of area or statewide median income:

1. Determine lesser of area median income for the Danbury PMSA or statewide median, adjusted for family size (calculated at 1.5 persons per bedroom), as published by HUD;
2. Calculate 80 percent of Step 1;
3. Calculate 30 percent of Step 2, representing the maximum portion of a family's income that may be used for housing;
4. Divide Step 3 by twelve (12) to determine the maximum monthly outlay;
5. Determine by reasonable estimate monthly expenses, including taxes, insurance, heat and utility costs, excluding telephone and cable television, but including any required common interest ownership or similar fee;
6. Subtract Step 5 from Step 4 to determine the amount available for mortgage principal and interest;
7. Apply amount available from Step 6 to standard mortgage term at then-prevailing interest rate to determine the financeable amount;
8. Determine down payment (see Section X of the Affordability Plan);
9. Add Steps 7 and 8 to determine the MAXIMUM SALE OR RESALE PRICE.

Calculation steps for rental of two bedroom unit at 80 percent of area or statewide median

1. Determine lesser of area median income for the Danbury PMSA or statewide median, adjusted for family size (calculated at 1.5 persons per bedroom), as published by HUD;
2. Calculate 80 percent of Step 1;
3. Calculate 30 percent of Step 2 representing the maximum portion of a family's income that may be used for housing;
4. Divide Step 3 by twelve (12) to determine the maximum monthly outlay;
5. By reference to published HUD tables, determine the HUD Fair Market Rent for unit with comparable number of bedrooms. Multiply this amount by 120%;
6. Maximum monthly payment for this rental unit is the lesser of amount calculated in Step 4 or 5 above;
7. Determine by reasonable estimate monthly expenses for heat and utility costs, excluding telephone and cable television, but including any fee required of all tenants;
8. Maximum monthly outlay for rent plus estimated monthly expenses may not exceed the amount determined in Step 6.

C. In the event said owner desires to make said property available for sale or lease, said owner shall follow the procedures of Section XIII of the Affordability Plan.

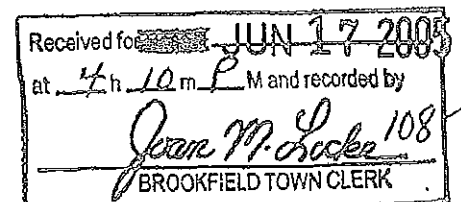
D. Said owner or lessee shall occupy said property as said owner's principal residence.

E. Said owner or lessee shall maintain said property. Said owner or lessee shall not destroy, damage or impair said property, allow said property to deteriorate, or commit waste on said property.

F. These Restrictions shall run with the land for a period of forty (40) years from the date of initial conveyance or lease of said property by the Developer or its successors or assigns to an eligible family or household.

G. This development was approved by the Brookfield Zoning Commission based in part on the condition that a defined percentage of the homes in the Condominium would be preserved as affordable housing units. These Restrictions are required by law to be strictly enforced.

H. A violation of these Restrictions shall not result in a forfeiture of title, but the Brookfield Zoning 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 said property and to examine the books and records of the Administrator to determine compliance of said property with the affordable housing regulations.



[illegible]

CONSTRUCTION DETAIL					CONSTRUCTION DETAIL (CONTINUED)				
Element	Cd	Description	Element	Cd	Description				
Style: 55		Condominium							
Model Grade: 05		Res Condo							
Stories: 1		1 Story							
Occupancy: 1		Drywall/Sheetr							
Interior Wall 1: 05		Carpet							
Interior Wall 2: 14									
Interior Floor 1: 14									
Interior Floor 2: 03		Gas/Propane							
Heat Fuel: 03		Forced Air							
Heat Type: 04		Central							
AC Type: 03		2 Bedrooms							
Tl Bedrms: 02		1 Full							
Tl Bathrms: 1									
Tl Half Bths: 0									
Xtra Fixtres: 0									
Total Rooms: 4		4 Rooms							
Bath Style: 02		Average							
Kitchen Style: 02		Average							
Hot Tubs: 02									
Whirlpool Tub: 02									
Fireplaces: 02									
Fin Bsmt Area: 02									
Bsmt Quality: 02									
Bsmt Garages: 02									

REVISED CERTIFICATE OF OCCUPANCY TOWN OF BROOKFIELD

Address: 793-6 Federal Road Unit # 3
Owner: Mill River Views, LLC
Applicant: Beebe, Robert

Property ID: 02961003
CO Date: 03/02/2017
Permit #: 200600027

(A) USE GROUP: R3

(B) TYPE OF CONSTRUCTION:
5B

(C) EDITION OF CODE ON
WHICH THE PERMIT WAS
ISSUED: 1999 CSBC

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?
[X] Yes [] No REQUIRED? [] Yes [X] No

1. Hazard Classification/Storage Configuration (including Aisle widths for which sprinkler system is designed):
LIGHT HAZARD
2. Automatic Sprinkler/Standpipe System demand at the base of the riser: 26.03 PGM @ 58.84 PSI

☒ COPY TO FIRE MARSHAL

DESCRIPTION OF WORK

New condominium to include: 2 bedrooms, 1 full bathroom, and rear deck

This Is To Certify That The New Construction Or Alteration Conforms To The Provisions Of The Connecticut Basic Building Code And All Other Laws And Ordinances Of The State Of Connecticut And The Town Of Brookfield.

It Is Specifically Understood That This Certificate Becomes Null And Void When Secured Through Fraud Or Latent Violation Not Ascertainable At The Time Of Inspections Or When Changes In Use, Construction Or Building Service Equipment That Is Controlled By The Connecticut Building Code, Fire Code Or Other Location Regulations Are Made Without Department Approval.


Demetrio Parpana, Jr.

Building Official 3-6-17



SCANNED

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Return To:

000566 18

Newtown Savings Bank
39 Main Street
Newtown, CT 06470-0497

Prepared By:

Newtown Savings Bank
39 Main Street
Newtown, CT 06470-0497

[Space Above This Line For Recording Data]

OPEN-END MORTGAGE DEED

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated February 3rd, 2006 , together with all Riders to this document.

(B) "Borrower" is Donna Stiles

Borrower is the mortgagor under this Security Instrument.


(C) "Lender" is Newtown Savings Bank

Lender is a Banking Corporation organized and existing under the laws of the state of Connecticut

05-11-002617

CONNECTICUT-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3007 1/01

 -6(CT) (0005) 01

Page 1 of 14

Initials: *DS*

VMP MORTGAGE FORMS - (800)521-7291

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Lender's address is 39 Main Street, Newtown, CT 06470-0497

Lender is the mortgagee under this Security Instrument

(D) "Note" means the promissory note signed by Borrower and dated February 3rd, 2006

The Note states that Borrower owes Lender ONE HUNDRED FORTY TWO THOUSAND SIX HUNDRED EIGHTY AND 00/100

(U.S. \$ 142,680.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2036

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property"

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input checked="" type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) See Schedule A

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower in consideration of this debt does hereby grant and convey to Lender and Lender's successors and assigns, the following described property located in the **Town/City** of **Brookfield**

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

See "Schedule A" attached hereto and made a part hereof.

6/23
793-~~72~~ Federal Road Unit #~~3~~ 3
Brookfield
("Property Address"):

which currently has the address of
[Street]
[City], Connecticut 06804 [Zip Code]

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

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currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any of all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees in such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and foreclosure or sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in court the non-existence of a default or any other defense of Borrower to acceleration and foreclosure or sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke any of the remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

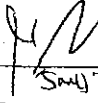
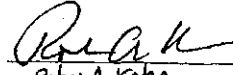
23. Release. Upon payment and discharge of all sums secured by this Security Instrument, this Security Instrument shall become null and void and Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

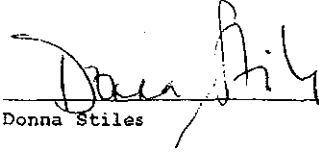
24. Waivers. Borrower waives all rights of homestead exemption in, and statutory redemption of, the Property and all right of appraisalment of the Property and relinquishes all rights of curtesy and dower in the Property.

25. Future Advances. Lender is specifically permitted, at its option and in its discretion, to make additional loans and future advances under this Security Instrument as contemplated by Section 49-2(c) of the Connecticut General Statutes, and shall have all rights, powers and protections allowed thereunder.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:


Sam J. Smith

Robert A. Kahn

 (Seal)
Donna Stiles -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

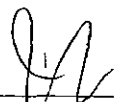
____ (Seal)
-Borrower

STATE OF CONNECTICUT, Fairfield

County ss: Bethel

The foregoing instrument was acknowledged before me this February 03, 2006
by Donna Stiles

~~XXXXXXXXXXXX~~


~~XXXXXXXX~~ James T. Smith
Commissioner of the Superior Court



VOL 0533 PAGE 1009

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 3rd day of February 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Newtown Savings Bank

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

6 DS
793-~~16~~ Federal Road Unit #X3 DS.
Brookfield, CT 06804
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

Mill River Views Condominium's
[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in

05-11-002617

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-8R (04 11) Form 3140, 1/01

Page 1 of 3 Initials: DS

VMP Mortgage Solutions, Inc.

(800)521-7291

Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.


E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

05-11-002617

VMP-8R (0411)

Page 2 of 3

Initials: 

Form 3140 1/01

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Condominium Rider.

Donna Stiles (Seal) _____ (Seal)
Donna Stiles -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

BS

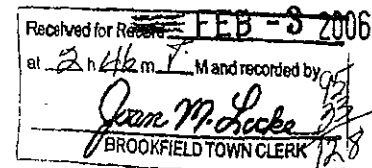
Schedule A

ALL THAT CERTAIN piece or parcel of real property situated in the Town of Brookfield, County of Fairfield and State of Connecticut, being a portion of MILL RIVER VIEWS CONDOMINIUMS, declared by Declaration of Mill River Views Condominiums dated December 15, 2005, and recorded in the Brookfield Land Records on December 27, 2005 in Volume 531 at Page 445, and as amended of record, known and designated as **Unit #3**, Mill River Views Condominiums.

TOGETHER WITH a percentage of undivided interest in the common elements as set forth in the above described Declaration of Mill River Views Condominiums.

TOGETHER, ALSO, WITH the benefits, rights, privileges and easements, and **SUBJECT TO** the terms, conditions, agreements, covenants, restrictions, rights, reservations, easements, rules and regulations, contained in the Declaration of Mill River Views Condominiums referred to above, as the same may be hereafter amended of record.

TS



**REVISED CERTIFICATE OF OCCUPANCY
TOWN OF BROOKFIELD**

Address: 793-8 Federal Road Unit # 4
Owner: Mill River Views, LLC
Applicant: Beebe, Robert

Property ID: 02961004
CO Date: 03/02/2017
Permit #: 200600029

(A) USE GROUP: R3

(B) TYPE OF CONSTRUCTION:
5B

(C) EDITION OF CODE ON
WHICH THE PERMIT WAS
ISSUED: 1999 CSBC

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

[X] Yes [] No REQUIRED? [] Yes [X] No

1. Hazard Classification/Storage Configuration (including
Aisle widths for which sprinkler system is designed):
LIGHT HAZARD
2. Automatic Sprinkler/Standpipe System demand at the
base of the riser: 26.03 GPM @ 58.84 PSI


☒ COPY TO FIRE MARSHAL

DESCRIPTION OF WORK

New condominium to include: 2 bedrooms, 1 full bathroom, and rear deck

This Is To Certify That The New Construction Or Alteration Conforms To The Provisions Of The Connecticut Basic Building Code And All Other Laws And Ordinances Of The State Of Connecticut And The Town Of Brookfield.

It Is Specifically Understood That This Certificate Becomes Null And Void When Secured Through Fraud Or Latent Violation Not Ascertainable At The Time Of Inspections Or When Changes In Use, Construction Or Building Service Equipment That Is Controlled By The Connecticut Building Code, Fire Code Or Other Location Regulations Are Made Without Department Approval.


Demetrio Parpana, Jr.
Building Official 3-6-17

 **SCANNED**

STATUTORY WARRANTY DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that MILL RIVER VIEWS, LLC, having an office and place of business at 132 Federal Road, Brookfield, Connecticut,

in consideration of the sum of ONE HUNDRED SEVENTY EIGHT THOUSAND THREE HUNDRED FIFTY and 00/100 (\$178,350.00) DOLLARS, paid,


grants to ALLISON M. SAGNELLI, whose current mailing address is 3 Juniper Road, Bethel, Connecticut,

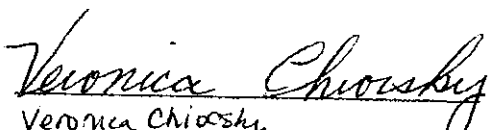
WITH WARRANTY COVENANTS, the premises more particularly described in SCHEDULE A annexed hereto and made a part hereof.

Signed on the 28th day of April, 2006.

Witnessed by:


Robin A. Kahn

MILL RIVER VIEWS, LLC
By: 
Dany Letourneau, Member



Veronica Chiosky

STATE OF CONNECTICUT:

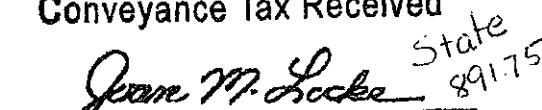
ss: Danbury

COUNTY OF FAIRFIELD :

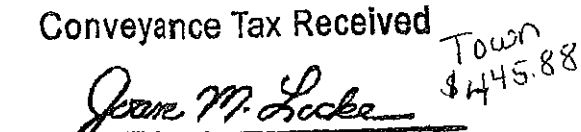
The foregoing instrument was acknowledged, before me, this 28th day of April, 2006, by DANY LETOURNEAY, a duly authorized Member of Mill River Views, LLC, as his free act and deed and the free act and deed of said limited liability company


Robin A. Kahn
Commissioner of the Superior Court

Conveyance Tax Received


TOWN CLERK OF BROOKFIELD

Conveyance Tax Received


TOWN CLERK OF BROOKFIELD

Schedule A

ALL THAT CERTAIN piece or parcel of real property situated in the Town of Brookfield, County of Fairfield and State of Connecticut, being a portion of MILL RIVER VIEWS CONDOMINIUMS, declared by Declaration of Mill River Views Condominiums dated December 15, 2005, and recorded in the Brookfield Land Records on December 27, 2005 in Volume 531 at Page 445, and as amended of record, known and designated as **Unit #4**, Mill River Views Condominiums, also known as 793-8 Federal Road.

TOGETHER WITH a percentage of undivided interest in the common elements as set forth in the above described Declaration of Mill River Views Condominiums.

TOGETHER, ALSO, WITH the benefits, rights, privileges and easements, and **SUBJECT TO** the terms, conditions, agreements, covenants, restrictions, rights, reservations, easements, rules and regulations, contained in the Declaration of Mill River Views Condominiums referred to above, as the same may be hereafter amended of record.

Said premises are conveyed subject to the following:

- (1) Taxes hereafter becoming due and payable to the Town of Brookfield, including any reassessment or reallocation from the creation of the common interest community, which become due and payable after the date of the delivery of the Unit deed.
- (2) Sewer use fees hereafter becoming due and payable to the Water Pollution Control Authority for the Town of Brookfield.
- (3) Water use fees hereafter becoming due and payable to the Brookfield Water Company.
- (4) The Declarant's right to grant easements to public and private utility companies, state and/or local municipalities, agencies, commissions or boards, riparian owners, owners of adjacent property, the Association or itself, and to convey Improvements within those easements anywhere in the Common Interest Community.
- (5) Terms, conditions, covenants, reservations, restrictions, easements, rights, benefits and privileges set forth in the Declaration of Mill River Views Condominiums dated December 15, 2005 and recorded in Volume 531 at Page 445 of the Brookfield Land Records.
- (6) Effect, if any of a Right-of-Way set forth in Warranty Deeds recorded in Volume 31 at Page 294 and in Volume 70 at Page 532 of the Brookfield Land Records.
- (7) Notes, notations, easements and conditions set forth on the Survey annexed to the Declaration and on filed map numbers 6-107, 26-19, 29-28 and 29-47, all on file in the office of the Brookfield Town Clerk.
- (8) Riparian rights in favor of others in and to the Still River abutting the premises.

- (9) Effect, if any, of a Right-of-Way set forth in a Deed dated April 2, 1928 and recorded in Volume 24 at Page 580 of the Brookfield Land Records.
- (10) Easement in favor of the State of Connecticut dated September 5, 1974 and recorded in Volume 106 at Page 879 of the Brookfield Land Records.
- (11) Effect, if any of an easement in favor of The Southern New England Telephone dated June 11, 1975 and recorded in Volume 110 at Page 971 of the Brookfield Land Records.
- (12) Effect, if any, of a variance granted by the Brookfield Zoning Board of Appeals dated December 14, 1978 and recorded in Volume 128 at Page 97 of the Brookfield Land Records.
- (13) Effect, if any, of a variance granted by the Brookfield Zoning Board of Appeals dated December 14, 1978 and recorded in Volume 128 at Page 548 of the Brookfield Land Records.
- (14) Effect, if any, of a variance Granted by the Brookfield Zoning Board of Appeals dated February 27, 1979 and recorded in Volume 128 at Page 847 of the Brookfield Land Records.
- (15) Special Permit dated March 27, 2003 and recorded in Volume 444 at Page 249 of the Brookfield Land Records.
- (16) Together with a Right-of-Way in common with others to whom this right may have been or may hereafter be granted for all purposes, including but not limited to ingress and egress, by foot or by vehicle, the installation of gas, water, electricity and other utilities over, under and across a strip of land fifty (50') feet in width running from Federal Road across land now or formerly of Kennen & Piskura, Incorporated and Wesley S. Kennen to the subject premises; as more particularly shown on Map No. 26-19 and on Map No. 6-107 on file on the Brookfield Land Records.
- (17) Permanent Building Sewer Agreement and Easement with the Town of Brookfield Water Pollution Control Authority to be recorded on the Brookfield Land Records.
- (18) Declaration of Well Easement dated February 11, 1994 and recorded in Volume 280 at Page 945 of the Brookfield Land Records.
- (19) River Belt Preservation Easement in favor of the Town of Brookfield dated July 1, 2003 and recorded in Volume 450 at Page 1056 of the Brookfield Land Records.
- (20) Easement in favor of The Connecticut Light and Power Company dated July 11, 2005 and recorded in Volume 518 at Page 731 of the Brookfield Land Records.
- (21) Gas Distribution Easement dated July 11, 2005 and recorded in Volume 518 at Page 733 of the Brookfield Land Records.

(22) Assignment and Assumption of Permits and Development Rights dated July 1, 2003 and recorded in Volume 450 at Page 1067 of the Brookfield Land Records.

(23) The unit conveyed hereby is an "affordable housing unit" as defined in § 8-30(g) of the Connecticut General Statutes. Said unit is subject to an Affordability Plan dated June 15, 2005 and recorded in Volume 514 at Page 688 of the Brookfield Land Records (the "Affordability Plan") which requires the imposition of the following restrictions on the unit (the "Restrictions"):

A. The owner of said property shall sell, transfer or lease said property only to certain eligible families or households as specified in C.G.S. § 8-30g as amended by Public Act 99-26 1. Applicable income limits shall be determined by the Connecticut Department of Housing and the U.S. Department of Housing and Urban Development ("HUD"). Determination of a potential purchaser or lessee's eligibility shall be made by the Administrator (as defined in the Affordability Plan).

B. Said owner shall convey or lease said property at a price that will preserve said property as affordable housing. Calculation of the maximum initial sale price or maximum resale price ("Maximum Sale Price") and of the maximum rental price ("Maximum Rental") for said property, so as to satisfy C.G.S. § 8-30g, shall utilize the lesser of the area median income data for the Danbury PMSA or the statewide median, as published by HUD as in effect on the day a purchase and sale agreement or lease is accepted by said owner.

C. In the event said owner desires to make said property available for sale or lease, said owner shall follow the procedures of Section XIII of the Affordability Plan.

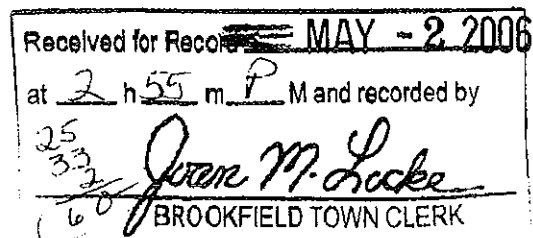
D. Said owner or lessee shall occupy said property as said owner's principal residence.

E. Said owner or lessee shall maintain said property. Said owner or lessee shall not destroy, damage or impair said property, allow said property to deteriorate, or commit waste on said property.

F. These Restrictions shall run with the land for a period of forty (40) years from the date of initial conveyance or lease of said property by the Developer or its successors or assigns to an eligible family or household.

G. This development was approved by the Brookfield Zoning Commission based in part on the condition that a defined percentage of the homes in the Condominium would be preserved as affordable housing units. These Restrictions are required by law to be strictly enforced.

H. A violation of these Restrictions shall not result in a forfeiture of title, but the Brookfield Zoning 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 said property and to examine the books and records of the Administrator to determine compliance of said property with the affordable housing regulations.



Account # 02961005

ED ELL KATIE L & JOSEPH P

3B CATO LANE

MA 02554

Supplemental Data: Alt Parcel ID 02961005, Census 2051, TCM #1 1054, TCM #2, Historic Zone, TCD, GIS ID D07114, Assoc Pic#

RECORD OF OWNERSHIP: ED ELL KATIE L & JOSEPH P, 683, 556, 04-10-2014, U, 0, 2020, 1-5, 88,120, 2019, 1-5, 88,120, 2018, 1-5, 88,120

EXEMPTIONS: Description, Amount, Code, Description, Number, Amount, Comm Int

OTHER ASSESSMENTS: Description, Number, Amount, Comm Int

ASSESSING NEIGHBORHOOD: Nbhd Name B, Tracing, Batch

NOTES: AFFORDABLE UNIT*****

F.A.

BUILDING PERMIT RECORD				Comments			
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp
02-1199	05-26-2004	NC	New Construct	850,000	10-09-2006	100	

LAND LINE VALUATION SECTION																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
Permit ID	Issue Date	Type	Description	Amount	Exp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	Is	

CURRENT ASSESSMENT			PREVIOUS ASSESSMENTS (HISTORY)		
Description	Code	Appraised	Year	Code	Assessed
RES CONDO	1-5	125,890			88,120
Total		125,890			88,120

APPRAISED VALUE SUMMARY					
This signature acknowledges a visit by a Data Collector or Assessor					
Appraised Bldg. Value (Card)			125,890		
Appraised Xf (B) Value (Bldg)			0		
Appraised Ob (B) Value (Bldg)			0		
Appraised Land Value (Bldg)			0		
Special Land Value			0		
Total Appraised Parcel Value			125,890		
Valuation Method			C		

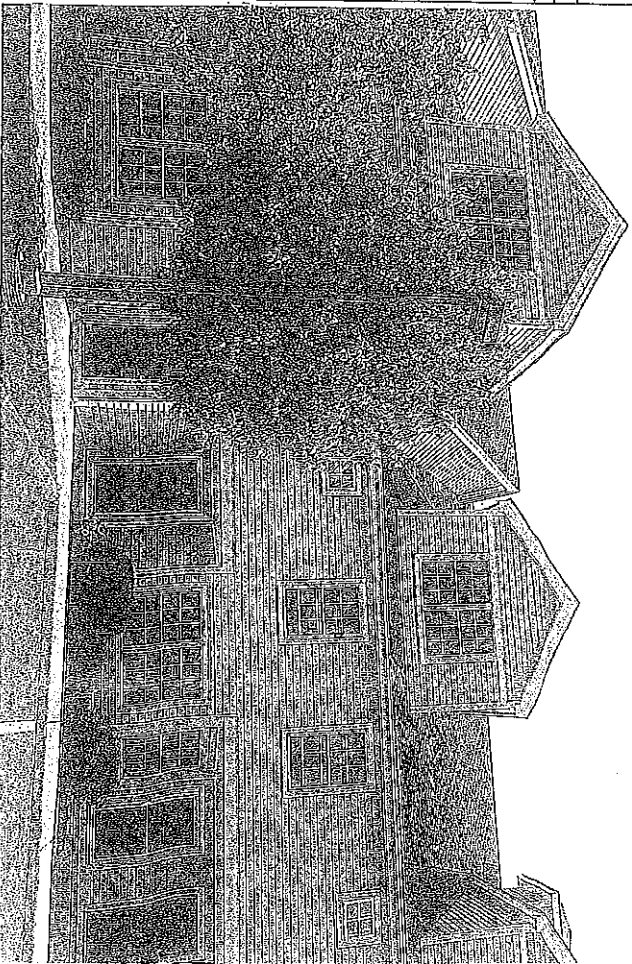
VISIT / CHANGE HISTORY									
Date	Id	Type	Is	Cd	Purpose/Result				
02-19-2011	KK	01		04	Sat Call Back				
02-17-2011	KK	01		03	Call Bk after 5				
02-03-2011	KK	01		01	Measured				
10-09-2006	MI	06		56	Permit - Property Visited				
09-30-2005	GH			00	Measured & Listed				

VISION

6018

BROOKFIELD, CT

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style: 55		Condominium			
Model: 05		Res Condo			
Grade: 05		B			
Stories: 1		1 Story			
Occupancy: 1					
Interior Wall 1: 05		Drywall/Sheetr			
Interior Wall 2: 14		Carpet			
Interior Floor 1: 14					
Interior Floor 2: 03		Gas/Propane			
Heat Fuel: 04		Forced Air			
Heat Type: 03		Central			
AC Type: 02		2 Bedrooms			
Ttl Bathrms: 1		1 Full			
Ttl Half Bths: 0					
Xtra Fixtues: 4		4 Rooms			
Total Rooms: 02		Average			
Bath Style: 02		Average			
Kitchen Style: 02					
Hot Tubs: 02					
Whirlpool Tub					
Fireplaces					
Fin Bsmt Area					
Bsmt Quality					
Bsmt Garages					
OB - OUTBUILDING & YARD ITEMS (XXF - BUILDING EXTRA FEATURES/B)			Year Built		
Code	Description	L/B Units	Unit Price	Yr Blt	Cond. Cd
					% Gd
					Grade
					Grade Adj.
					Appr. Value
BUILDING-SUB-AREA SUMMARY SECTION			CONDO DATA		
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost
BAS	First Floor	995	995		142.16
					Undeprrec Value
					141,454
Ttl Gross Liv / Lease Area			995	995	141,454



**REVISED CERTIFICATE OF OCCUPANCY
TOWN OF BROOKFIELD**

Address: 793-9 Federal Road Unit # 5
Owner: Mill River Views, LLC
Applicant: Beebe, Robert

Property ID: 02961005
CO Date: 03/02/2017
Permit #: 200600029

(A) USE GROUP: R3

(B) TYPE OF CONSTRUCTION:
5B

(C) EDITION OF CODE ON
WHICH THE PERMIT WAS
ISSUED: 1999 CSBC

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

☒ Yes ☐ No REQUIRED? ☐ Yes ☒ No

1. Hazard Classification/Storage Configuration (including
Aisle widths for which sprinkler system is designed):
LIGHT HAZARD
2. Automatic Sprinkler/Standpipe System demand at the
base of the riser: 26.03 GPM @ 58.84 PSI


☒ COPY TO FIRE MARSHAL

DESCRIPTION OF WORK

New condominium to include: 2 bedrooms, 1 full bathroom, and rear deck

This Is To Certify That The New Construction Or Alteration Conforms To The Provisions Of The Connecticut Basic Building Code And All Other Laws And Ordinances Of The State Of Connecticut And The Town Of Brookfield.

It Is Specifically Understood That This Certificate Becomes Null And Void When Secured Through Fraud Or Latent Violation Not Ascertainable At The Time Of Inspections Or When Changes In Use, Construction Or Building Service Equipment That Is Controlled By The Connecticut Building Code, Fire Code Or Other Location Regulations Are Made Without Department Approval.


Demetrio Parpana, Jr.
Building Official 3-6-17

 **SCANNED**

STATUTORY WARRANTY DEED

MILL RIVER VIEWS, LLC, of 132 Federal Road, Brookfield, Connecticut, 06804,

in consideration of the sum of **ONE HUNDRED SEVENTY EIGHT THOUSAND THREE HUNDRED FIFTY and 00/100 (\$178,350.00) DOLLARS**, paid,

grants to **KATIE L. DELLAVENTURA**, whose current mailing address is 150 B Grassy Plain Street, Bethel, Connecticut,


WITH WARRANTY COVENANTS, the premises more particularly described in Schedule A annexed hereto and made a part hereof.


Signed this 30th day of June, 2006.

Witnessed by:

MILL RIVER VIEWS, LLC

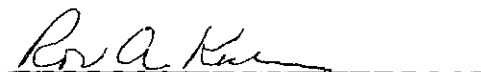

Robin A. Kahn

By: 
Dany Letourneau, a duly authorized
Member


Judge A. DePaulis

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss. Danbury

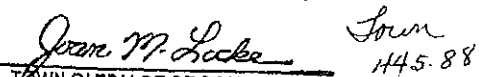
The foregoing instrument was acknowledged, before me, this 30th day of June, 2006, by Dany Letourneau, a duly authorized member of MILL RIVER VIEWS, LLC, as his free act and deed and the free act and deed of said Limited Liability Company


Robin A. Kahn
Commissioner of the Superior Court

Conveyance Tax Received


TOWN CLERK OF BROOKFIELD

Conveyance Tax Received


TOWN CLERK OF BROOKFIELD

State
891.75

Town
145.88

Schedule A

ALL THAT CERTAIN piece or parcel of real property situated in the Town of Brookfield, County of Fairfield and State of Connecticut, being a portion of MILL RIVER VIEWS CONDOMINIUMS, declared by Declaration of Mill River Views Condominiums dated December 15, 2005, and recorded in the Brookfield Land Records on December 27, 2005 in Volume 531 at Page 445, and as amended of record, known and designated as **Unit #5**, Mill River Views Condominiums, also known as 793-9 Federal Road,

TOGETHER WITH a percentage of undivided interest in the common elements as set forth in the above described Declaration of Mill River Views Condominiums.

TOGETHER, ALSO, WITH the benefits, rights, privileges and easements, and **SUBJECT TO** the terms, conditions, agreements, covenants, restrictions, rights, reservations, easements, rules and regulations, contained in the Declaration of Mill River Views Condominiums referred to above, as the same may be hereafter amended of record.

Said premises are conveyed subject to the following:

- (1) Taxes hereafter becoming due and payable to the Town of Brookfield, including any reassessment or reallocation from the creation of the common interest community, which become due and payable after the date of the delivery of the Unit deed.
- (2) Sewer use fees hereafter becoming due and payable to the Water Pollution Control Authority for the Town of Brookfield.
- (3) Water use fees hereafter becoming due and payable to the Brookfield Water Company.
- (4) The Declarant's right to grant easements to public and private utility companies, state and/or local municipalities, agencies, commissions or boards, riparian owners, owners of adjacent property, the Association or itself, and to convey Improvements within those easements anywhere in the Common Interest Community.
- (5) Terms, conditions, covenants, reservations, restrictions, easements, rights, benefits and privileges set forth in the Declaration of Mill River Views Condominiums dated December 15, 2005 and recorded in Volume 531 at Page 445 of the Brookfield Land Records.
- (6) Effect, if any of a Right-of-Way set forth in Warranty Deeds recorded in Volume 31 at Page 294 and in Volume 70 at Page 532 of the Brookfield Land Records.
- (7) Notes, notations, easements and conditions set forth on the Survey annexed to the Declaration and on filed map numbers 6-107, 26-19, 29-28 and 29-47, all on file in the office of the Brookfield Town Clerk.
- (8) Riparian rights in favor of others in and to the Still River abutting the premises.
- (9) Effect, if any, of a Right-of-Way set forth in a Deed dated April 2, 1928 and recorded in Volume 24 at Page 580 of the Brookfield Land Records.

- (10) Easement in favor of the State of Connecticut dated September 5, 1974 and recorded in Volume 106 at Page 879 of the Brookfield Land Records.
- (11) Effect, if any of an easement in favor of The Southern New England Telephone dated June 11, 1975 and recorded in Volume 110 at Page 971 of the Brookfield Land Records.
- (12) Effect, if any, of a variance granted by the Brookfield Zoning Board of Appeals dated December 14, 1978 and recorded in Volume 128 at Page 97 of the Brookfield Land Records.
- (13) Effect, if any, of a variance granted by the Brookfield Zoning Board of Appeals dated December 14, 1978 and recorded in Volume 128 at Page 548 of the Brookfield Land Records.
- (14) Effect, if any, of a variance Granted by the Brookfield Zoning Board of Appeals dated February 27, 1979 and recorded in Volume 128 at Page 847 of the Brookfield Land Records.
- (15) Special Permit dated March 27, 2003 and recorded in Volume 444 at Page 249 of the Brookfield Land Records.
- (16) Together with a Right-of-Way in common with others to whom this right may have been or may hereafter be granted for all purposes, including but not limited to ingress and egress, by foot or by vehicle, the installation of gas, water, electricity and other utilities over, under and across a strip of land fifty (50') feet in width running from Federal Road across land now or formerly of Kennen & Piskura, Incorporated and Wesley S. Kennen to the subject premises, as more particularly shown on Map No. 26-19 and on Map No. 6-107 on file on the Brookfield Land Records.
- (17) Declaration of Well Easement dated February 11, 1994 and recorded in Volume 280 at Page 945 of the Brookfield Land Records.
- (18) River Belt Preservation Easement in favor of the Town of Brookfield dated July 1, 2003 and recorded in Volume 450 at Page 1056 of the Brookfield Land Records.
- (19) Easement in favor of The Connecticut Light and Power Company dated July 11, 2005 and recorded in Volume 518 at Page 731 of the Brookfield Land Records.
- (20) Gas Distribution Easement dated July 11, 2005 and recorded in Volume 518 at Page 733 of the Brookfield Land Records.
- (21) Assignment and Assumption of Permits and Development Rights dated July 1, 2003 and recorded in Volume 450 at Page 1067 of the Brookfield Land Records.
- (22) Certificate of Notice of Installment Payment of Assessment of Benefits by the Town of Brookfield in the amount of 45,828.00 and recorded in Volume 277 at Page 205 of the Brookfield Land Records.

VOL 0544 PAGE 0229

(23) Certificate of Notice of Installment Payment of Assessment of Benefits by the Town of Brookfield in the amount of \$4,546.00 and recorded in Volume 277 at Page 206 of the Brookfield Land Records.

(24) The unit conveyed hereby is an "affordable housing unit" as defined in § 8-30(g) of the Connecticut General Statutes. Said unit is subject to an Affordability Plan dated June 15, 2005 and recorded in Volume 514 at Page 688 of the Brookfield Land Records (the "Affordability Plan") which requires the imposition of the following restrictions on the unit (the "Restrictions"):

A. The owner of said property shall sell, transfer or lease said property only to certain eligible families or households as specified in C.G.S. § 8-30g as amended by Public Act 99-26 1. Applicable income limits shall be determined by the Connecticut Department of Housing and the U.S. Department of Housing and Urban Development ("HUD"). Determination of a potential purchaser or lessee's eligibility shall be made by the Administrator (as defined in the Affordability Plan).

B. Said owner shall convey or lease said property at a price that will preserve said property as affordable housing. Calculation of the maximum initial sale price or maximum resale price ("Maximum Sale Price") and of the maximum rental price ("Maximum Rental") for said property, so as to satisfy C.G.S. § 8-30g, shall utilize the lesser of the area median income data for the Danbury PMSA or the statewide median, as published by HUD as in effect on the day a purchase and sale agreement or lease is accepted by said owner.

C. In the event said owner desires to make said property available for sale or lease, said owner shall follow the procedures of Section XIII of the Affordability Plan.

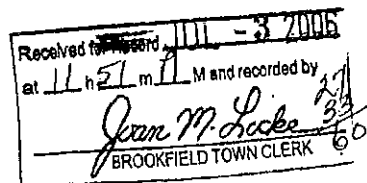
D. Said owner or lessee shall occupy said property as said owner's principal residence.

E. Said owner or lessee shall maintain said property. Said owner or lessee shall not destroy, damage or impair said property, allow said property to deteriorate, or commit waste on said property.

F. These Restrictions shall run with the land for a period of forty (40) years from the date of initial conveyance or lease of said property by the Developer or its successors or assigns to an eligible family or household.

G. This development was approved by the Brookfield Zoning Commission based in part on the condition that a defined percentage of the homes in the Condominium would be preserved as affordable housing units. These Restrictions are required by law to be strictly enforced.

H. A violation of these Restrictions shall not result in a forfeiture of title, but the Brookfield Zoning 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 said property and to examine the books and records of the Administrator to determine compliance of said property with the affordable housing regulations.



Doc ID: 001129540002 Type: LAN
Book 683 Page 556 - 557
File# 924

Saffi
68 North St.
Danbury

QUIT CLAIM DEED - SURVIVORSHIP

KNOW ALL MEN BY THESE PRESENTS THAT:

KNOW YE THAT I, KATIE L. BEDELL, f/k/a KATIE L. DELLAVENTURA, of the Town of Brookfield, County of Fairfield, and State of Connecticut (the Grantor), for the consideration of One Dollar and other valuable consideration paid by KATIE L. BEDELL and JOSEPH P. BEDELL of 53B Cato Lane, Nantucket, MA 02554, (Collectively the Grantees), the receipt of which is hereby acknowledged, does by these presents remise, release and forever Quit-Claim unto the Grantees and unto the survivor of us and unto our such survivor's heirs and assigns forever, all the right, title, interest, claim and demand whatsoever we have or ought to have in or to the following: 793-9 Federal Road, Unit 5, Brookfield, CT 06804.

See Schedule "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Premises with all its appurtenances unto the Grantees and unto the survivor of them and unto such survivor's heirs and assigns forever, so that neither the Grantor nor the Grantor's heirs, legal representatives, successors or assigns nor any other person claiming under or through the Grantor shall hereafter have any right, title or claim in or to the Premises, but there from the Grantor and they are by these presents, forever barred and excluded.

IN WITNESS WHEREOF, the Grantor has signed and sealed this instrument on April 8, 2014.

Signed, Sealed and Delivered
in the presence of:

Janice Clifford
Janice Clifford

Katie L. Bedell f/k/a
KATIE L. BEDELL
By: Joseph A. Saffi
Her Attorney-In-Fact

Lorraine Durkin
Lorraine Durkin

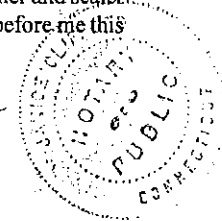
STATE OF CONNECTICUT:

ss: Danbury

COUNTY OF FAIRFIELD :

Personally appeared Joseph A. Saffi, Attorney-In-Fact for Katie L. Bedell, signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed before me this April 8, 2014.

Janice Clifford
Janice Clifford, Notary Public
My Commission Expires: 1/31/2018



Conveyance Tax Received

Jan M. Locke
TOWN CLERK OF BROOKFIELD

State
- 0 -

Conveyance Tax Received

Jan M. Locke
TOWN CLERK OF BROOKFIELD

Town
- 0 -

SCHEDULE "A"

ALL THAT CERTAIN piece or parcel of real property situated in the Town of Brookfield, County of Fairfield and State of Connecticut, being a portion of MILL RIVER VIEWS CONDOMINIUMS, declared by Declaration of Mill River Views Condominiums dated December 15, 2005, and recorded in the Brookfield Land Records on December 27, 2005 in Volume 531 at Page 445, and as amended of record, known and designated as Unit #5, Mill River Views Condominiums, also known as 793-9 Federal Road,

TOGETHER WITH a percentage of undivided interest in the common elements as set forth in the above described Declaration of Mill River Views Condominiums.

TOGETHER, ALSO, WITH the benefits, rights, privileges and easements, and SUBJECT TO the terms, conditions, agreements, covenants, restrictions, rights, reservations, easements, rules and regulations, contained in the Declaration of Mill River Views Condominiums referred to above, as the same may be hereafter amended of record.

Received for Record at Brookfield, CT
On 04/10/2014 At 8:52:18 am

Jan M. Hickman

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style: 55		Condominium			
Model 05		Res Condo			
Grade 05		B			
Stories: 1		1 Story			
Occupancy 1					
Interior Wall 1 05		Drywall/Sheetr			
Interior Wall 2					
Interior Floor 1					
Interior Floor 2 14		Carpet			
Heat Fuel: 03		Gas/Propane			
Heat Type: 04		Forced Air			
AC Type: 03		Central			
Ttl Bedrooms: 02		2 Bedrooms			
Ttl Bathrms: 1		1 Full			
Ttl Half Bths: 0					
Xtra Fixtres					
Total Rooms: 4		4 Rooms			
Bath Style: 02		Average			
Kitchen Style: 02		Average			
Hot Tubs					
Whirlpool Tub					
Fireplaces					
Fin Bsmt Area					
Bsmt Quality					
Bsmt Garages					

CONSTRUCTION DETAIL (CONTINUED)			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Year Built		2005			
Effective Year Built					
Depreciation Code		A			
Remodel Rating					
Year Remodeled					
Depreciation %		11			
Functional Obsol		0			
External Obsol		0			
Trend Factor		1			
Condition		AH			
Condition %		0			
Percent Good		89			
Cns Sect Rcnld		126,320			
Dep % Ovr					
Dep Ovr Comment					
Misc Imp Ovr					
Misc Imp Ovr Comment					
Cost to Cure Ovr					
Cost to Cure Ovr Comment					

CONSTRUCTION DETAIL (CONTINUED)			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Parcel Id	102461	C/23			
Mill River Vws					
Adjust Type	Code	Description			
Condo Fir	3	Affordable			
Condo Unit	A	A			
Condo Unit	A	A			
Building Value New		141,928			
Year Built		2005			
Effective Year Built					
Depreciation Code		A			
Remodel Rating					
Year Remodeled					
Depreciation %		11			
Functional Obsol		0			
External Obsol		0			
Trend Factor		1			
Condition		AH			
Condition %		0			
Percent Good		89			
Cns Sect Rcnld		126,320			
Dep % Ovr					
Dep Ovr Comment					
Misc Imp Ovr					
Misc Imp Ovr Comment					
Cost to Cure Ovr					
Cost to Cure Ovr Comment					

BUILDING SUB-AREA SUMMARY SECTION			BUILDING SUB-AREA SUMMARY SECTION		
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost
BAS	First Floor	995	995		141.79
WDK	Wood Deck	0	63		13.50



COPY

**CERTIFICATE OF OCCUPANCY
TOWN OF BROOKFIELD**

Address: 793-12 (Unit 6) Federal Road
Owner: Mill River Views, LLC
Applicant: Beebe, Robert

Property ID: 02961006
CO Date: 6/20/2006
Permit #: 200600202

(A) USE GROUP: R3 -

(B) TYPE OF CONSTRUCTION:
5B

(C) EDITION OF CODE ON
WHICH THE PERMIT WAS
ISSUED: 1999 CSBC

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

[X] Yes [] No REQUIRED? [] Yes [X] No

1. Hazard Classification/Storage Configuration (including
Aisle widths for which sprinkler system is designed):
LIGHT HAZARD
2. Automatic Sprinkler/Standpipe System demand at the
base of the riser: 26.03 PGM @ 58.84 PSI

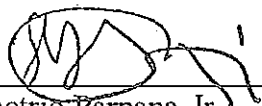
☐ COPY TO FIRE MARSHAL

DESCRIPTION OF WORK

New condominium to include 2 bedrooms, 1 full bathroom, and rear deck

This Is To Certify That The New Construction Or Alteration Conforms To The Provisions Of The Connecticut Basic Building Code And All Other Laws And Ordinances Of The State Of Connecticut And The Town Of Brookfield.

It Is Specifically Understood That This Certificate Becomes Null And Void When Secured Through Fraud Or Latent Violation Not Ascertainable At The Time Of Inspections Or When Changes In Use, Construction Or Building Service Equipment That Is Controlled By The Connecticut Building Code, Fire Code Or Other Location Regulations Are Made Without Department Approval.



Demetrio Parpana, Jr.
Building Official 6-21-06

RETURN TO:
Ann E. Fisher
459 Danbury Road
New Milford, CT 06776

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001236

STATUTORY WARRANTY DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that MILL RIVER VIEWS, LLC, having an office and place of business at 51 Sugar Hollow Road, Danbury, Connecticut,

in consideration of the sum of ONE HUNDRED THIRTY FIVE THOUSAND and 00/100 (\$135,000.00) DOLLARS, paid,

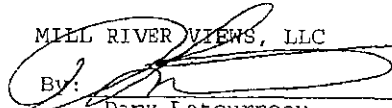
grants to DEBORAH A. YANTORNO, whose current address is 4 Indian Ridge Road, New Milford, Connecticut,

WITH WARRANTY COVENANTS, the premises more particularly described in SCHEDULE A annexed hereto and made a part hereof.

Signed on the 27th day of March, 2009

Witnessed by:


Robin A. Kahn

MILL RIVER VIEWS, LLC
By: 
Dany Letourneau,
a Member

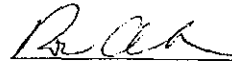

Judith A. DePrimo

STATE OF CONNECTICUT:

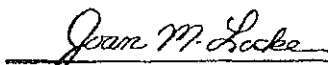
ss: Danbury

COUNTY OF FAIRFIELD :

The foregoing instrument was acknowledged, before me, this 27th day March, 2009, by Dany Letourneau, as a Member of MILL RIVER VIEWS, LLC, as his free act and deed and the free act and deed of said limited liability company.


ROBIN A. KAHN
Commissioner of the Superior Court

Conveyance Tax Received


TOWN CLERK OF BROOKFIELD

Conveyance Tax Received


TOWN CLERK OF BROOKFIELD

Schedule A

ALL THAT CERTAIN piece or parcel of real property situated in the Town of Brookfield, County of Fairfield and State of Connecticut, being a portion of MILL RIVER VIEWS CONDOMINIUMS, declared by Declaration of Mill River Views Condominiums dated December 15, 2005, and recorded in the Brookfield Land Records on December 27, 2005 in Volume 531 at Page 445, and as amended of record, known and designated as **Unit #6**, Mill River Views Condominiums, also known as 793-12 Federal Road.

TOGETHER WITH a percentage of undivided interest in the common elements as set forth in the above described Declaration of Mill River Views Condominiums.

TOGETHER, ALSO, WITH the benefits, rights, privileges and easements, and **SUBJECT TO** the terms, conditions, agreements, covenants, restrictions, rights, reservations, easements, rules and regulations, contained in the Declaration of Mill River Views Condominiums referred to above, as the same may be hereafter amended of record.

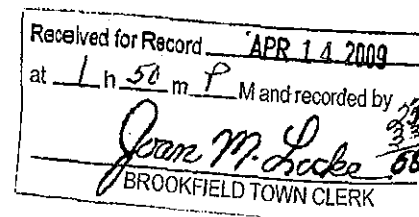
Said premises are conveyed subject to the following:

- (1) Taxes hereafter becoming due and payable to the Town of Brookfield, including any reassessment or reallocation from the creation of the common interest community, which become due and payable after the date of the delivery of the Unit deed.
- (2) Sewer use fees hereafter becoming due and payable to the Water Pollution Control Authority for the Town of Brookfield.
- (3) Water use fees hereafter becoming due and payable to the Brookfield Water Company.
- (4) The Declarant's right to grant easements to public and private utility companies, state and/or local municipalities, agencies, commissions or boards, riparian owners, owners of adjacent property, the Association or itself, and to convey Improvements within those easements anywhere in the Common Interest Community.
- (5) Terms, conditions, covenants, reservations, restrictions, easements, rights, benefits and privileges set forth in the Declaration of Mill River Views Condominiums dated December 15, 2005 and recorded in Volume 531 at Page 445 of the Brookfield Land Records.
- (6) Effect, if any of a Right-of-Way set forth in Warranty Deeds recorded in Volume 31 at Page 294 and in Volume 70 at Page 532 of the Brookfield Land Records.
- (7) Notes, notations, easements and conditions set forth on the Survey annexed to the Declaration and on filed map numbers 6-107, 26-19, 29-28 and 29-47, all on file in the office of the Brookfield Town Clerk.
- (8) Riparian rights in favor of others in and to the Still River abutting the premises.

- (9) Effect, if any, of a Right-of-Way set forth in a Deed dated April 2, 1928 and recorded in Volume 24 at Page 580 of the Brookfield Land Records.
- (10) Easement in favor of the State of Connecticut dated September 5, 1974 and recorded in Volume 106 at Page 879 of the Brookfield Land Records.
- (11) Effect, if any of an easement in favor of The Southern New England Telephone dated June 11, 1975 and recorded in Volume 110 at Page 971 of the Brookfield Land Records.
- (12) Effect, if any, of a variance granted by the Brookfield Zoning Board of Appeals dated December 14, 1978 and recorded in Volume 128 at Page 97 of the Brookfield Land Records.
- (13) Effect, if any, of a variance granted by the Brookfield Zoning Board of Appeals dated December 14, 1978 and recorded in Volume 128 at Page 548 of the Brookfield Land Records.
- (14) Effect, if any, of a variance Granted by the Brookfield Zoning Board of Appeals dated February 27, 1979 and recorded in Volume 128 at Page 847 of the Brookfield Land Records.
- (15) Special Permit dated March 27, 2003 and recorded in Volume 444 at Page 249 of the Brookfield Land Records.
- (16) Together with a Right-of-Way in common with others to whom this right may have been or may hereafter be granted for all purposes, including but not limited to ingress and egress, by foot or by vehicle, the installation of gas, water, electricity and other utilities over, under and across a strip of land fifty (50') feet in width running from Federal Road across land now or formerly of Kennen & Piskura, Incorporated and Wesley S. Kennen to the subject premises, as more particularly shown on Map No. 26-19 and on Map No. 6-107 on file on the Brookfield Land Records.
- (17) Declaration of Well Easement dated February 11, 1994 and recorded in Volume 280 at Page 945 of the Brookfield Land Records.
- (18) River Belt Preservation Easement in favor of the Town of Brookfield dated July 1, 2003 and recorded in Volume 450 at Page 1056 of the Brookfield Land Records.
- (19) Assignment and Assumption of Permits and Development Rights dated July 1, 2003 and recorded in volume 450 at Page 1067 of the Brookfield Land Records.
- (20) Easement in favor of The Connecticut Light and Power Company dated July 11, 2005 and recorded in Volume 518 at Page 731 of the Brookfield Land Records.
- (21) Gas Distribution Easement dated July 11, 2005 and recorded in Volume 518 at Page 733 of the Brookfield Land Records.

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- (22) Assignment and Assumption of Permits and Development Rights dated July 1, 2003 and recorded in Volume 450 at Page 1067 of the Brookfield Land Records.
- (23) Permanent Building Sewer Agreement and Easement by and between Mill River Views, LLC and the Town of Brookfield Water Pollution Control Authority dated December 12, 2005 and recorded in Volume 531 at Page 445 of the Brookfield Land Records.
- (24) The unit conveyed hereby is an "affordable housing unit" as defined in § 8-30(g) of the Connecticut General Statutes. Said unit is subject to an Affordability Plan dated June 15, 2005 and recorded in Volume 514 at Page 688 of the Brookfield Land Records (the "Affordability Plan") which requires the imposition of the following restrictions on the unit (the "Restrictions"):
- A. The owner of said property shall sell, transfer or lease said property only to certain eligible families or households as specified in C.G.S. § 8-30g as amended by Public Act 99-261. Applicable income limits shall be determined by the Connecticut Department of Housing and the U.S. Department of Housing and Urban Development ("HUD"). Determination of a potential purchaser or lessee's eligibility shall be made by the Administrator (as defined in the Affordability Plan).
 - B. Said owner shall convey or lease said property at a price that will preserve said property as affordable housing. Calculation of the maximum initial sale price or maximum resale price ("Maximum Sale Price") and of the maximum rental price ("Maximum Rental") for said property, so as to satisfy C.G.S. § 8-30g, shall utilize the lesser of the area median income data for the Danbury PMSA or the statewide median, as published by HUD as in effect on the day a purchase and sale agreement or lease is accepted by said owner.
 - C. In the event said owner desires to make said property available for sale or lease, said owner shall follow the procedures of Section XIII of the Affordability Plan.
 - D. Said owner or lessee shall occupy said property as said owner's principal residence.
 - E. Said owner or lessee shall maintain said property. Said owner or lessee shall not destroy, damage or impair said property, allow said property to deteriorate, or commit waste on said property.
 - F. These Restrictions shall run with the land for a period of forty (40) years from the date of initial conveyance or lease of said property by the Developer or its successors or assigns to an eligible family or household.
 - G. This development was approved by the Brookfield Zoning Commission based in part on the condition that a defined percentage of the homes in the Condominium would be preserved as affordable housing units. These Restrictions are required by law to be strictly enforced.
 - H. A violation of these Restrictions shall not result in a forfeiture of title, but the Brookfield Zoning 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 said property and to examine the books and records of the Administrator to determine compliance of said property with the affordable housing regulations.



CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT		VISION	
WEBER M JOHN JR						Description	Code	Appraised	Assessed
132 FEDERAL RD						RES CONDO	1-5	125,890	88,120
BROOKFIELD CT 06804		SUPPLEMENTAL DATA							
Alt Prcl ID 02961007		Section							
Census 2051		Open Spac							
TCM #1 1054		BAA							
TCM #2		Condo Dec							
Historic		Address C							
Zone		TCD							
GIS ID D07116		Assoc Pld#							

RECORD OF OWNERSHIP		BK/VOL/PAGE	SALE DATE	QU	VI	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)								
WEBER M JOHN JR MILL RIVER VIEWS LLC	540	736	05-18-2006	U	1	178,350	07	Year	Code	Assessed	Year	Code	Assessed V	Year	Code	Assessed
	450	1063	07-02-2003	U	1	600,000	08	2020	1-5	88,120	2019	1-5	88,120	2018	1-5	88,120
	Total															
								Total		88,120	Total		88,120	Total		88,120

EXEMPTIONS				OTHER ASSESSMENTS			
Year	Code	Description	Amount	Code	Description	Number	Amount
				ASSESSING NEIGHBORHOOD			
				B			
				Tracing			
				Batch			
				Total			
				0.00			

Nbhd 0001		Nbhd Name		NOTES	
				*****AFFORDABLE UNIT*****	
1/11 1A				F-A	

BUILDING PERMIT RECORD							APPROPRISED VALUE SUMMARY			
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id
2002-1199	05-26-2004	NC	New Construct	850,000	10-09-2006	100			06-06-2016	V
							Total Appraised Parcel Value			
							125,890			

LAND LINE VALUATION SECTION																
B	Use Code	Description	Zone	Dist	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value
1	105	Res. Condo	TCD	NB		0 SF	0	3.000000	0	1.00		1.000				0
Total Card Land Units						0	SF	Parcel Total Land Area		0.000					Total Land Value	0

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)			
Element	Cd	Description	Element	Cd	Description		
Style: 35		Condominium					
Model 05		Res Condo					
Grade 05		B					
Stories: 1		1 Story					
Occupancy 1		Drywall/Sheetr					
Interior Wall 1 05							
Interior Wall 2 14		Carpet					
Interior Floor 1							
Interior Floor 2							
Heat Fuel: 03		Gas/Propane					
Heat Type: 04		Forced Air					
AC Type: 03		Central					
Ttl Bedrooms: 02		2 Bedrooms					
Ttl Bathrms: 1		1 Full					
Ttl Half Bths: 0							
Xtra Fixtres							
Total Rooms: 4		4 Rooms					
Bath Style: 02		Average					
Kitchen Style: 02		Average					
Hot Tubs							
Whirlpool Tub							
Fireplaces							
Fin Bsmt Area							
Bsmt Quality							
Bsmt Garages							
</							

**REVISED CERTIFICATE OF OCCUPANCY
TOWN OF BROOKFIELD**

Address: 793-13 Federal Road Unit #7
Owner: Mill River Views, LLC
Applicant: Beebe, Robert

Property ID: 02961007
CO Date: 03/03/2017
Permit #: 200600202

- (A) USE GROUP: R3
(B) TYPE OF CONSTRUCTION:
5B
(C) EDITION OF CODE ON
WHICH THE PERMIT WAS
ISSUED: 1999 CSBC

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?
[X] Yes [] No REQUIRED? [] Yes [X] No

1. Hazard Classification/Storage Configuration (including
Aisle widths for which sprinkler system is designed):
LIGHT HAZARD
2. Automatic Sprinkler/Standpipe System demand at the
base of the riser: 26.03 PGM @ 58.84 PSI

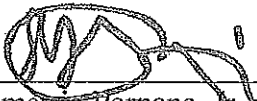
☐ COPY TO FIRE MARSHAL

DESCRIPTION OF WORK

New condominium to include 2 bedrooms, 1 full bathroom, and rear deck

This Is To Certify That The New Construction Or Alteration Conforms To The Provisions Of The Connecticut Basic Building Code And All Other Laws And Ordinances Of The State Of Connecticut And The Town Of Brookfield.

It Is Specifically Understood That This Certificate Becomes Null And Void When Secured Through Fraud Or Latent Violation Not Ascertainable At The Time Of Inspections Or When Changes In Use, Construction Or Building Service Equipment That Is Controlled By The Connecticut Building Code, Fire Code Or Other Location Regulations Are Made Without Department Approval.


Demetrio Parpana, Jr.
Building Official 3-3-17

 **SCANNED**

STATUTORY QUIT CLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE THAT, MILL RIVER VIEWS, LLC, of 132 Federal Road,
Brookfield, Connecticut,

in consideration of ONE HUNDRED SEVENTY EIGHT THOUSAND THREE
HUNDRED FIFTY and 00/100 (\$178,350.00) DOLLARS,

grants to M. JOHN WEBER, JR., of 607 Bantam Road, Bantam,
Connecticut,

WITH QUIT CLAIM COVENANTS, the premises more particularly
described in Schedule A annexed hereto and made a part hereof.

Signed this 18th day of May, 2006.

Witnessed by:

Robin A. Kahn
Robin A. Kahn

MILL RIVER VIEWS, LLC

By: Dany Letourneau, a
duly authorized Member

Judith A. DePino
Judith A. DePino

STATE OF CONNECTICUT)

ss: Danbury

COUNTY OF FAIRFIELD)

The foregoing instrument was acknowledged, before me, this
18th day of May, 2006, by Dany Letourneau, as a Member of MILL
RIVER VIEWS, LLC, as his free act and deed and the free act and
deed of said limited liability company.

Robin A. Kahn
Robin A. Kahn
Commissioner of the Superior Court

Conveyance Tax Received

Jean M. Locke State
TOWN CLERK OF BROOKFIELD \$891.75

Conveyance Tax Received

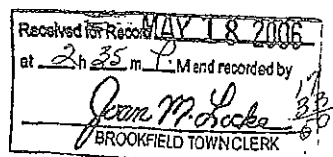
Jean M. Locke Town
TOWN CLERK OF BROOKFIELD \$45.88

Schedule A

ALL THAT CERTAIN piece or parcel of real property situated in the Town of Brookfield, County of Fairfield and State of Connecticut, being a portion of MILL RIVER VIEWS CONDOMINIUMS, declared by Declaration of Mill River Views Condominiums dated December 15, 2005, and recorded in the Brookfield Land Records on December 27, 2005 in Volume 531 at Page 445, and as amended of record, known and designated as Unit #7, Mill River Views Condominiums, also known as 791-13 Federal Road.

TOGETHER WITH a percentage of undivided interest in the common elements as set forth in the above described Declaration of Mill River Views Condominiums.

TOGETHER, ALSO, WITH the benefits, rights, privileges and easements, and SUBJECT TO the terms, conditions, agreements, covenants, restrictions, rights, reservations, easements, rules and regulations, contained in the Declaration of Mill River Views Condominiums referred to above, as the same may be hereafter amended of record.



STATUTORY FORM WARRANTY DEED

SECOND FEDERAL ROAD BROOKFIELD LLC, a Connecticut limited liability company acting herein by Dale Barton, its Managing Member, duly authorized, for consideration paid in the amount of Six Hundred Thousand and 00/100ths (\$600,000.00) Dollars, grants to **MILL RIVER VIEWS LLC**, a Connecticut limited liability company, with **WARRANTY COVENANTS**:

FIRST PIECE (791 Federal Road)

All that certain piece or parcel of land, together with the buildings and improvements thereon, located off Route 7, situated in the Town of Brookfield, County of Fairfield and State of Connecticut, and bounded and described as follows:

Commencing at a point located by an iron pipe in a 50 foot right of way granted by Kennen & Piskura, Incorporated to Wesley S. Kennen, running thence along land of said Wesley S. Kennen North 80° 12' 14" East 52 feet to a point, which point is the true point of beginning; running thence from said true point of beginning along other land of Wesley S. Kennen North 9° 47' 19" West 80 feet to a point; thence turning and running North 75° 02' 08" East 194.11 feet to a point in the center line of the Still River; running thence along center line of the Still River the following courses and distances: South 16° 16' 58" East 56.09 feet; South 11° 53' 35" West 127.96 feet South 13° 53' 18" West 81 feet to a point in said center line of the Still River; running thence along other land of Wesley S. Kennen South 82° 29' 04" West 119.95 feet to a point; thence turning and running North 09° 47' 19" West 146.55 feet to the true point or place of beginning.

Being the same premises shown and designated on a certain map entitled, "Map Prepared for Robert M. & Lilyan R. Wood 791 Federal Road Brookfield, Connecticut Area = 0.918 Acres IRC 80-40 Zone Scale 1"=20' November 1, 1985," which map is certified by James W. Kreyer, L.S. #10042, and which map is on file in the Office of the Town Clerk of the Town of Brookfield in Map Book 26 at Page 19.

Together with a right of way in common with others to whom this right may have been or may hereafter be granted, for all purposes, including but not limited to ingress and egress, by foot or by vehicle, the installation of gas, water, electricity and other utilities over, under and across a strip of land 50 feet in width running from Federal Road across land or now or formerly of Kennen & Piskura, Incorporated and Wesley S. Kennen to the premises being herein conveyed, and as more particularly shown on the map hereinbefore referred to and Map Book 6, Pg. 107 on file in the Brookfield Land Records.

Together with a right of way in common with others to whom this right may have been or may hereafter be granted, for all purposes, and as more particularly set forth in deed from Kennen & Piskura, Incorporated to Wesley S. Kennen which deed is recorded in Volume 70 at Page 532 of the Brookfield Land Records.

S:\030217\deed.doc

Conveyance Tax Received

Jean M. Locke State
3,000.00
TOWN CLERK OF BROOKFIELD

Conveyance Tax Received

Jean M. Locke Town
1,500.00
TOWN CLERK OF BROOKFIELD

SECOND PIECE (792 Federal Road)

All that certain piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of Brookfield, County of Fairfield and State of Connecticut, shown and designated as "Parcel 'B' 0.1271 Ac TO BE CONVEYED TO ROBERT & LILYAN WOOD" on a map entitled "Map Prepared for Wesley S. Kennen 793 Federal Road Brookfield, Connecticut Area = 2.201 Acres IRC-80-40 Zone Scale 1"=40' November 1, 1985, Revised 12/2/85 Revised 1/31/86, Revised 12/11/86" which map is on file in the Office of the Town Clerk of Brookfield in Map Book 29 at Page 28.

THIRD PIECE (793 Federal Road)

All that certain piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of Brookfield, County of Fairfield and State of Connecticut, shown and designated as Parcel 'C' 1.3743 AC on a map entitled "Map Prepared for Wesley S. Kennen 793 Federal Road, Brookfield, Connecticut Area = 2.201 Acres IRC-80-40 Zone Scale 1"=40' November 1, 1985, Revised 12/2/85, Revised 1/31/86, Revised 12/11/86, Revised 6/19/87", which map is on file in the Office of the Town Clerk of Brookfield in Map Book 29 at Page 47.

Together with a right of way in common with others to whom this right of way may have been or may hereafter be granted, for purposes, including but not limited to ingress and egress, by foot or by vehicle, the installation of gas, water, electricity and other utilities over, under and across a strip of land 50 feet in width running from Federal Road across land now or formerly of Kennen & Piskura, Incorporated and Wesley S. Kennen to the premises herein conveyed, and as more particularly shown on the map hereinbefore referred to and Map Book 6, Pg. 107 on file in the Brookfield Land Records.

Together with a right of way in common with others to whom this right may have been or may hereafter be granted, for all purposes, and as more particularly set forth in deed from Kennen & Piskura, Incorporated to Wesley S. Kennen which deed is recorded in Volume 70 at Page 532 of the Brookfield Land Records.

Together with a Declaration of Well Easement made by William M. Raveis, aka William M. Raveis, Jr. dated February 11, 1994 and recorded in Volume 280 at Page 945 of the Brookfield Land Records

Subject to:

1. Building lines, if established, and any and all provisions of any building zone ordinance enacted by the Town of Brookfield, and any and all provisions of any ordinance, municipal regulation, or public or private law, and any state of facts which an accurate survey or personal inspection of the property would reveal.
2. Notes and Conditions as shown on filed Map Nos. 26-19, 29-28 and 29-47, all on file in the Brookfield Town Clerk's Office.

3. Such riparian rights in favor of others in and to the Still River abutting the premises.
4. Effect, if any, of a Right-of-Way set forth in a Deed dated April 2, 1928, and recorded in Volume 24 at Page 580 of the Brookfield Land Records, as affects First Piece, Second Piece and Third Piece.
5. Rights-of-Way, if any, set forth in a Warranty Deed dated May 31, 1941, and recorded in Volume 31 at Page 294 of the Brookfield Land Records, as affects First Piece, Second Piece and Third Piece.
6. Effect, if any, of an Easement in favor of the State of Connecticut dated September 5, 1974, and recorded in Volume 106 at Page 879 of the Brookfield Land Records, as affects Third Piece.
7. Effect, if any, of an Easement in favor of The Southern New England Telephone Company dated June 11, 1975, and recorded in Volume 110 at Page 971 of the Brookfield Land Records, as affects First Piece, Second Piece and Third Piece.
8. Effect, if any, of a Variance granted by the Brookfield Zoning Board of Appeals dated December 14, 1978, and recorded in Volume 128 at Page 97 of the Brookfield Land Records, as affects First Piece.
9. Effect, if any, of a Variance granted by the Brookfield Zoning Board of Appeals dated December 14, 1978, and recorded in Volume 128, at Page 548 of the Brookfield Land Records, as affects Third Piece.
10. Effect, if any, of a Variance granted by the Brookfield Zoning Board of Appeals dated February 27, 1979, and recorded in Volume 128 at Page 847 of the Brookfield Land Records, as affects Third Piece.
11. Sewer Lien in the amount of \$5,828.00 in favor of the Town of Brookfield recorded on December 3, 1993, in Volume 277 at Page 205 of the Brookfield Land Records, as affects 791 Federal Road.
12. Sewer Lien in the amount of \$4,546.00 in favor of the Town of Brookfield recorded December 3, 1993, in Volume 277 at Page 206 of the Brookfield Land Records, as affects 793 Federal Road.
13. Special Permit dated March 27, 2003, and recorded in Volume 444 at Page 249 of the Brookfield Land Records.
14. Notations and Easements as shown on the Maps referenced herein.
15. Declaration of Well Easement dated February 11, 1994, and recorded in Volume 280 at Page 945 of the Brookfield Land Records.

VOL 0450 PAGE 1066

16. Rights of others in and to the appurtenant Rights-of-Way referenced herein.
17. River Belt Preservation Easement from Second Federal Road Brookfield LLC to Town of Brookfield, dated July 1, 2003, , and recorded on the Brookfield Land Records on July _____, 2003, at Volume _____, Page _____.
18. Rights of tenants in possession.

By acceptance of this Deed, the Grantee herein assumes and agrees to pay the real property taxes on the List of October 1, 2002, and assumes and agrees to pay the sewer liens set forth herein.

Signed this first day of July, 2003.

**SECOND FEDERAL ROAD
BROOKFIELD LLC**

Gail E. McTaggart
GAIL E. MCTAGGART
Sine A. Margus
LINDA A. MARGUS

By *Dale Barton*
Dale Barton
Managing Member

STATE OF CONNECTICUT)

) ss: Waterbury

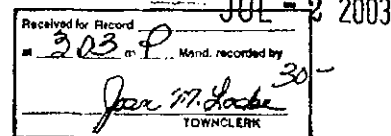
July 1, 2003

COUNTY OF NEW HAVEN)

On this the first day of July, 2003, before me, the undersigned officer, personally appeared Dale Barton, who acknowledged herself to be the Managing Member of **SECOND FEDERAL ROAD BROOKFIELD LLC**, a limited liability company, and that she, as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by herself as such Managing Member.

In witness whereof I hereunto set my hand.

Gail E. McTaggart
Gail E. McTaggart
Commissioner of the Superior Court



SA030217deed.doc

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)			
Element	Cd	Description	Element	Cd	Description		
Style: 05		Condominium					
Model: 05		Res Condo					
Grade: 05		B					
Stories: 1		1 Story					
Occupancy: 1							
Interior Wall 1: 05		Drywall/Sheetr					
Interior Wall 2: 14		Carpet					
Interior Floor 1: 14							
Interior Floor 2: 14							
Heat Fuel: 03		Gas/Propane					
Heat Type: 04		Forced Air					
AC Type: 03		Central					
Tl Bedrms: 02		2 Bedrooms					
Tl Bathrms: 1		1 Full					
Tl Half Bths: 0							
Xtra Fixres: 4		4 Rooms					
Total Rooms: 02		Average					
Bath Style: 02		Average					
Kitchen Style: 02							
Hot Tubs: 02							
Whirlpool Tub							
Fireplaces							
Fin Bsmt Area							
Bsmt Quality							
Bsmt Garages							

COPY

**CERTIFICATE OF OCCUPANCY
TOWN OF BROOKFIELD**

Address: 793-16 Federal Road (Unit 8)
Owner: Mill River Views, LLC
Applicant: Beebe, Robert

Property ID: 02961008
CO Date: 3/27/2006
Permit #: 200600029

(A) USE GROUP: R3
(B) TYPE OF CONSTRUCTION:
5B

(C) EDITION OF CODE ON
WHICH THE PERMIT WAS
ISSUED: 1999 CSBC

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?
[X] Yes [] No REQUIRED? [] Yes [X] No

1. Hazard Classification/Storage Configuration (including Aisle widths for which sprinkler system is designed):
LIGHT HAZARD
2. Automatic Sprinkler/Standpipe System demand at the base of the riser: 26.03 GPM @ 58.84 PSI

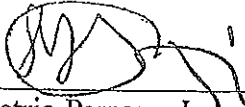
☒ COPY TO FIRE MARSHAL

DESCRIPTION OF WORK

New condominium to include: 2 bedrooms, 1 full bathroom, and rear deck

This Is To Certify That The New Construction Or Alteration Conforms To The Provisions Of The Connecticut Basic Building Code And All Other Laws And Ordinances Of The State Of Connecticut And The Town Of Brookfield.

It Is Specifically Understood That This Certificate Becomes Null And Void When Secured Through Fraud Or Latent Violation Not Ascertainable At The Time Of Inspections Or When Changes In Use, Construction Or Building Service Equipment That Is Controlled By The Connecticut Building Code, Fire Code Or Other Location Regulations Are Made Without Department Approval.


Demetrio Parpana, Jr.
Building Official 3-27-06

**REVISED CERTIFICATE OF OCCUPANCY
TOWN OF BROOKFIELD**

Address: 793-16 Federal Road Unit # 8
Owner: Mill River Views, LLC
Applicant: Beebe, Robert

Property ID: 02961008
CO Date: 03/02/2017
Permit#: 200600029

(A) USE GROUP: R3

(B) TYPE OF CONSTRUCTION:
5B

(C) EDITION OF CODE ON
WHICH THE PERMIT WAS
ISSUED: 1999 CSBC

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

[X] Yes [] No REQUIRED? [] Yes [X] No

1. Hazard Classification/Storage Configuration (including
Aisle widths for which sprinkler system is designed):
LIGHT HAZARD
2. Automatic Sprinkler/Standpipe System demand at the
base of the riser: 26.03 GPM @ 58.84 PSI

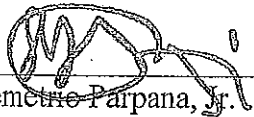
☒ COPY TO FIRE MARSHAL

DESCRIPTION OF WORK

New condominium to include: 2 bedrooms, 1 full bathroom, and rear deck

This Is To Certify That The New Construction Or Alteration Conforms To The Provisions Of The Connecticut Basic Building Code And All Other Laws And Ordinances Of The State Of Connecticut And The Town Of Brookfield.

It Is Specifically Understood That This Certificate Becomes Null And Void When Secured Through Fraud Or Latent Violation Not Ascertainable At The Time Of Inspections Or When Changes In Use, Construction Or Building Service Equipment That Is Controlled By The Connecticut Building Code, Fire Code Or Other Location Regulations Are Made Without Department Approval.


Demetrio Parpana, Jr.
Building Official 3-6-17

 **SCANNED**

STATUTORY WARRANTY DEED

MILL RIVER VIEWS, LLC, of 88 Danbury Road, Ridgefield, Connecticut,

in consideration of the sum of **ONE HUNDRED EIGHTY THOUSAND FIVE HUNDRED FIFTY and 00/100 (\$180,550.00) DOLLARS**, paid,

and **GUADALUPE CROWLEY**

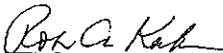
grants to **KEVIN P. CROWLEY**, whose current mailing address is 1102 Lexington Boulevard, Bethel, Connecticut, as joint tenants with rights of survivorship,

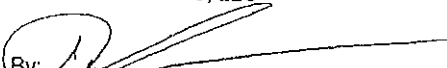
and unto the survivor of them,
WITH WARRANTY COVENANTS, the premises more particularly described in Schedule A annexed hereto and made a part hereof.


Signed this 30th day of January, 2007.

Witnessed by:

MILL RIVER VIEWS, LLC

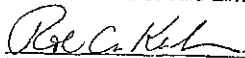

 Robin A. Kahn

By: 
 Dany Letourneau, a duly authorized
 Member

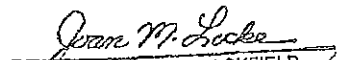

 Adanna N. Adarkua

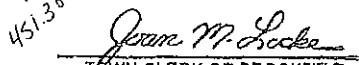
STATE OF CONNECTICUT)
 COUNTY OF FAIRFIELD) ss. Danbury

The foregoing instrument was acknowledged, before me, this 30th day of January, 2007, by Dany Letourneau, a duly authorized member of MILL RIVER VIEWS, LLC, as his free act and deed and the free act and deed of said Limited Liability Company


 Robin A. Kahn
 Commissioner of the Superior Court

Conveyance Tax Received


 TOWN CLERK OF BROOKFIELD
 502.38 902.75

Town 451.38
 Conveyance Tax Received

 TOWN CLERK OF BROOKFIELD

Schedule A

ALL THAT CERTAIN piece or parcel of real property situated in the Town of Brookfield, County of Fairfield and State of Connecticut, being a portion of MILL RIVER VIEWS CONDOMINIUMS, declared by Declaration of Mill River Views Condominiums dated December 15, 2005, and recorded in the Brookfield Land Records on December 27, 2005 in Volume 531 at Page 445, and as amended of record, known and designated as ~~Unit #8, Mill River Views Condominiums, also known as 793-16 Federal Road.~~

TOGETHER WITH a percentage of undivided interest in the common elements as set forth in the above described Declaration of Mill River Views Condominiums.

TOGETHER, ALSO, WITH the benefits, rights, privileges and easements, and **SUBJECT TO** the terms, conditions, agreements, covenants, restrictions, rights, reservations, easements, rules and regulations, contained in the Declaration of Mill River Views Condominiums referred to above, as the same may be hereafter amended of record.

Said premises are conveyed subject to the following:

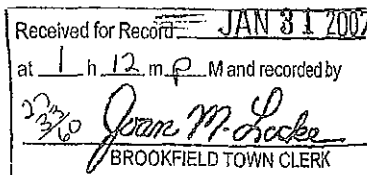
- (1) Taxes hereafter becoming due and payable to the Town of Brookfield, including any reassessment or reallocation from the creation of the common interest community, which become due and payable after the date of the delivery of the Unit deed.
- (2) Sewer use fees hereafter becoming due and payable to the Water Pollution Control Authority for the Town of Brookfield.
- (3) Water use fees hereafter becoming due and payable to the Brookfield Water Company.
- (4) The Declarant's right to grant easements to public and private utility companies, state and/or local municipalities, agencies, commissions or boards, riparian owners, owners of adjacent property, the Association or itself, and to convey Improvements within those easements anywhere in the Common Interest Community.
- (5) Terms, conditions, covenants, reservations, restrictions, easements, rights, benefits and privileges set forth in the Declaration of Mill River Views Condominiums dated December 15, 2005 and recorded in Volume 531 at Page 445 of the Brookfield Land Records.
- (6) Effect, if any of a Right-of-Way set forth in Warranty Deeds recorded in Volume 31 at Page 294 and in Volume 70 at Page 532 of the Brookfield Land Records.
- (7) Notes, notations, easements and conditions set forth on the Survey annexed to the Declaration and on filed map numbers 6-107, 26-19, 29-28 and 29-47, all on file in the office of the Brookfield Town Clerk.
- (8) Riparian rights in favor of others in and to the Still River abutting the premises.

- (9) Effect, if any, of a Right-of-Way set forth in a Deed dated April 2, 1928 and recorded in Volume 24 at Page 580 of the Brookfield Land Records.
- (10) Easement in favor of the State of Connecticut dated September 5, 1974 and recorded in Volume 106 at Page 879 of the Brookfield Land Records.
- (11) Effect, if any of an easement in favor of The Southern New England Telephone dated June 11, 1975 and recorded in Volume 110 at Page 971 of the Brookfield Land Records.
- (12) Effect, if any, of a variance granted by the Brookfield Zoning Board of Appeals dated December 14, 1978 and recorded in Volume 128 at Page 97 of the Brookfield Land Records.
- (13) Effect, if any, of a variance granted by the Brookfield Zoning Board of Appeals dated December 14, 1978 and recorded in Volume 128 at Page 548 of the Brookfield Land Records.
- (14) Effect, if any, of a variance Granted by the Brookfield Zoning Board of Appeals dated February 27, 1979 and recorded in Volume 128 at Page 847 of the Brookfield Land Records.
- (15) Special Permit dated March 27, 2003 and recorded in Volume 444 at Page 249 of the Brookfield Land Records.
- (16) Together with a Right-of-Way in common with others to whom this right may have been or may hereafter be granted for all purposes, including but not limited to ingress and egress, by foot or by vehicle, the installation of gas, water, electricity and other utilities over, under and across a strip of land fifty (50') feet in width running from Federal Road across land now or formerly of Kennen & Pliskura, Incorporated and Wesley S. Kennen to the subject premises, as more particularly shown on Map No. 26-19 and on Map No. 6-107 on file on the Brookfield Land Records.
- (17) Declaration of Well Easement dated February 11, 1994 and recorded in Volume 280 at Page 945 of the Brookfield Land Records.
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- (19) Assignment and Assumption of Permits and Development Rights dated July 1, 2003 and recorded in volume 450 at Page 1067 of the Brookfield Land Records.
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- (21) Gas Distribution Easement dated July 11, 2005 and recorded in Volume 518 at Page 733 of the Brookfield Land Records.

- (22) Assignment and Assumption of Permits and Development Rights dated July 1, 2003 and recorded in Volume 450 at Page 1067 of the Brookfield Land Records.
- (23) Permanent Building Sewer Agreement and Easement by and between Mill River Views, LLC and the Town of Brookfield Water Pollution Control Authority dated December 12, 2005 and recorded in Volume 531 at Page 445 of the Brookfield Land Records.

(24) The unit conveyed hereby is an "affordable housing unit" as defined in § 8-30(g) of the Connecticut General Statutes. Said unit is subject to an Affordability Plan dated June 15, 2005 and recorded in Volume 514 at Page 688 of the Brookfield Land Records (the "Affordability Plan") which requires the imposition of the following restrictions on the unit (the "Restrictions"):

- A. The owner of said property shall sell, transfer or lease said property only to certain eligible families or households as specified in C.G.S. § 8-30g as amended by Public Act 99-26 1. Applicable income limits shall be determined by the Connecticut Department of Housing and the U.S. Department of Housing and Urban Development ("HUD"). Determination of a potential purchaser or lessee's eligibility shall be made by the Administrator (as defined in the Affordability Plan).
- B. Said owner shall convey or lease said property at a price that will preserve said property as affordable housing. Calculation of the maximum initial sale price or maximum resale price ("Maximum Sale Price") and of the maximum rental price ("Maximum Rental") for said property, so as to satisfy C.G.S. § 8-30g, shall utilize the lesser of the area median income data for the Danbury PMSA or the statewide median, as published by HUD as in effect on the day a purchase and sale agreement or lease is accepted by said owner.
- C. In the event said owner desires to make said property available for sale or lease, said owner shall follow the procedures of Section XIII of the Affordability Plan.
- D. Said owner or lessee shall occupy said property as said owner's principal residence.
- E. Said owner or lessee shall maintain said property. Said owner or lessee shall not destroy, damage or impair said property, allow said property to deteriorate, or commit waste on said property.
- F. These Restrictions shall run with the land for a period of forty (40) years from the date of initial conveyance or lease of said property by the Developer or its successors or assigns to an eligible family or household.
- G. This development was approved by the Brookfield Zoning Commission based in part on the condition that a defined percentage of the homes in the Condominium would be preserved as affordable housing units. These Restrictions are required by law to be strictly enforced.
- H. A violation of these Restrictions shall not result in a forfeiture of title, but the Brookfield Zoning 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 said property and to examine the books and records of the Administrator to determine compliance of said property with the affordable housing regulations.



CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)			
Element	Cd	Description	Element	Cd	Description		
Style:	55	Condominium					
Model:	05	Res Condo					
Grade:	05	B					
Stories:	1	1 Story					
Occupancy:	1						
Interior Wall 1	05	Drywall/Sheetr					
Interior Wall 2							
Interior Floor 1	14	Carpet					
Interior Floor 2							
Heat Fuel:	03	Gas/Propane					
Heat Type:	04	Forced Air					
AC Type:	03	Central					
Flr Bedrms:	02	2 Bedrooms					
Flr Bathrms:	1	1 Full					
Flr Half Bths:	0						
Kitchen Fixtr							
Total Rooms:	4	4 Rooms					
Bath Style:	02	Average					
Kitchen Style:	02	Average					
Hot Tubs							
Whirlpool Tub							
Fireplaces							
In Bsmt Area							
3smt Quality							
3smt Garages							

OB - OUTBUILDING & YARD ITEMS (EXTRA FEATURES)					
Code	Description	L/B	Units	Unit Price	Yr Bit

BUILDING SUB-AREA SUMMARY SECTION					
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost
15	First Floor	995	995		142.16

COST / MARKET VALUATION					
Building Value New	141,454				
Year Built	2005				
Effective Year Built					
Depreciation Code	A				
Remodel Rating					
Year Remodeled					
Depreciation %	11				
Functional Obsol	0				
External Obsol					
Trend Factor	1				
Condition					
Condition %					
Percent Good	89				
Cns Sect Rcnld	125,890				
Dep % Ovr					
Dep Ovr Comment					
Misc Imp Ovr					
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Cost to Cure Ovr					
Cost to Cure Ovr Comment					

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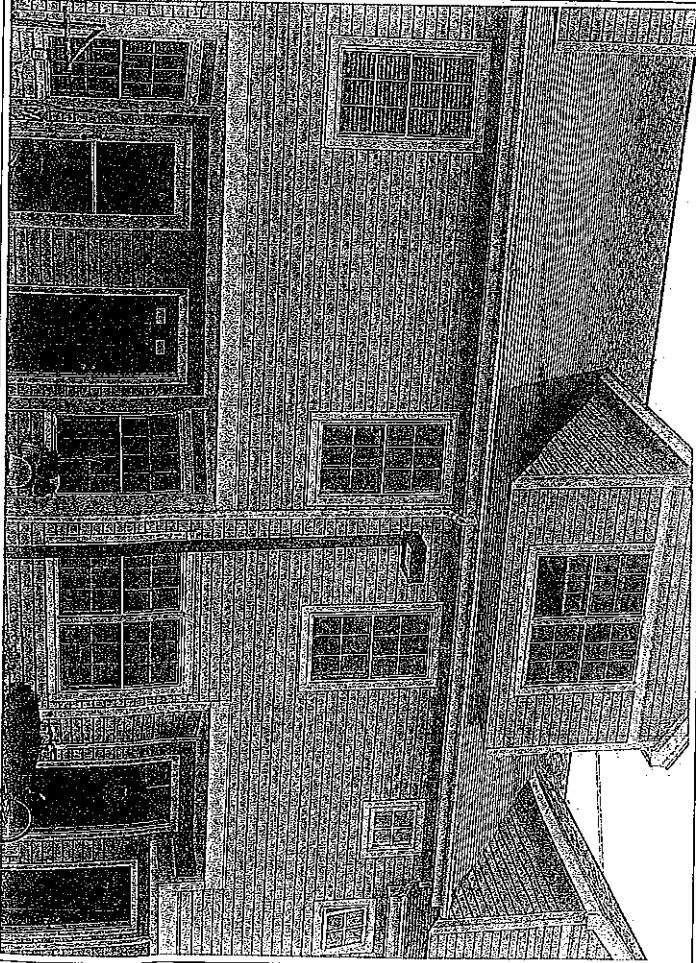
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REVISED CERTIFICATE OF OCCUPANCY TOWN OF BROOKFIELD

Address: 793-17 Federal Road Unit # 9
Owner: Mill River Views, LLC
Applicant: Beebe, Robert

Property ID: 02961009
CO Date: 03/03/2017
Permit #: 200600029

(A) USE GROUP: R3

(B) TYPE OF CONSTRUCTION:
5B

(C) EDITION OF CODE ON
WHICH THE PERMIT WAS
ISSUED: 1999 CSBC

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

[X] Yes [] No REQUIRED? [] Yes [X] No

1. Hazard Classification/Storage Configuration (including Aisle widths for which sprinkler system is designed):
LIGHT HAZARD
2. Automatic Sprinkler/Standpipe System demand at the base of the riser: 26.03 GPM @ 58.84 PSI

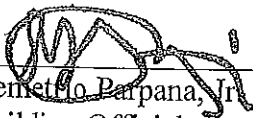
☒ COPY TO FIRE MARSHAL

DESCRIPTION OF WORK

New condominium to include: 2 bedrooms, 1 full bathroom, and rear deck

This Is To Certify That The New Construction Or Alteration Conforms To The Provisions Of The Connecticut Basic Building Code And All Other Laws And Ordinances Of The State Of Connecticut And The Town Of Brookfield.

It Is Specifically Understood That This Certificate Becomes Null And Void When Secured Through Fraud Or Latent Violation Not Ascertainable At The Time Of Inspections Or When Changes In Use, Construction Or Building Service Equipment That Is Controlled By The Connecticut Building Code, Fire Code Or Other Location Regulations Are Made Without Department Approval.


Demetrio Parpana, Jr.
Building Official

3-3-17



STATUTORY WARRANTY DEED

MILL RIVER VIEWS, LLC, of 132 Federal Road, Brookfield, Connecticut, 06804,

In consideration of the sum of **ONE HUNDRED SEVENTY EIGHT THOUSAND THREE HUNDRED FIFTY** and 00/100 (\$178,350.00) DOLLARS, paid,

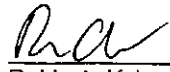
grants to **BRYAN C. SNYDER**, whose current mailing address is 128 Shore Drive, Brewster, New York,

WITH WARRANTY COVENANTS, the premises more particularly described in Schedule A annexed hereto and made a part hereof.

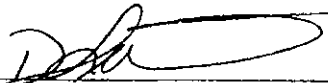
Signed this

Witnessed by:

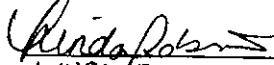
MILL RIVER VIEWS, LLC



Robin A. Kahn

By: 

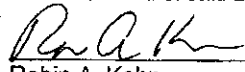
Dany Letourneau, a duly authorized
Member



LINDA ROBERTS

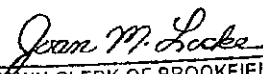
STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss. Danbury

The foregoing instrument was acknowledged, before me, this 2nd day of February, 2006, by Dany Letourneau, a duly authorized member of MILL RIVER VIEWS, LLC, as his free act and deed and the free act and deed of said Limited Liability Company



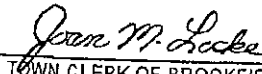
Robin A. Kahn
Commissioner of the Superior Court

Conveyance Tax Received



TOWN CLERK OF BROOKFIELD

Conveyance Tax Received



TOWN CLERK OF BROOKFIELD

Schedule A

ALL THAT CERTAIN piece or parcel of real property situated in the Town of Brookfield, County of Fairfield and State of Connecticut, being a portion of MILL RIVER VIEWS CONDOMINIUMS, declared by Declaration of Mill River Views Condominiums dated December 15, 2005, and recorded in the Brookfield Land Records on December 27, 2005 in Volume 531 at Page 445, and as amended of record, known and designated as **Unit #17**, Mill River Views Condominiums.

TOGETHER WITH a percentage of undivided interest in the common elements as set forth in the above described Declaration of Mill River Views Condominiums.

TOGETHER, ALSO, WITH the benefits, rights, privileges and easements, and **SUBJECT TO** the terms, conditions, agreements, covenants, restrictions, rights, reservations, easements, rules and regulations, contained in the Declaration of Mill River Views Condominiums referred to above, as the same may be hereafter amended of record.

Said premises are conveyed subject to the following:

- (1) Taxes hereafter becoming due and payable to the Town of Brookfield, including any reassessment or reallocation from the creation of the common interest community, which become due and payable after the date of the delivery of the Unit deed.
- (2) Sewer use fees hereafter becoming due and payable to the Water Pollution Control Authority for the Town of Brookfield.
- (3) Water use fees hereafter becoming due and payable to the Brookfield Water Company.
- (4) The Declarant's right to grant easements to public and private utility companies, state and/or local municipalities, agencies, commissions or boards, riparian owners, owners of adjacent property, the Association or itself, and to convey Improvements within those easements anywhere in the Common Interest Community.
- (5) Terms, conditions, covenants, reservations, restrictions, easements, rights, benefits and privileges set forth in the Declaration of Mill River Views Condominiums dated December 15, 2005 and recorded in Volume 531 at Page 445 of the Brookfield Land Records.
- (6) Effect, if any of a Right-of-Way set forth in Warranty Deeds recorded in Volume 31 at Page 294 and in Volume 70 at Page 532 of the Brookfield Land Records.
- (7) Notes, notations, easements and conditions set forth on the Survey annexed to the Declaration and on filed map numbers 6-107, 26-19, 29-28 and 29-47, all on file in the office of the Brookfield Town Clerk.
- (8) Riparian rights in favor of others in and to the Still River abutting the premises.

- (9) Effect, if any, of a Right-of-Way set forth in a Deed dated April 2, 1928 and recorded in Volume 24 at Page 580 of the Brookfield Land Records.
- (10) Easement in favor of the State of Connecticut dated September 5, 1974 and recorded in Volume 106 at Page 879 of the Brookfield Land Records.
- (11) Effect, if any, of an easement in favor of The Southern New England Telephone dated June 11, 1975 and recorded in Volume 110 at Page 971 of the Brookfield Land Records.
- (12) Effect, if any, of a variance granted by the Brookfield Zoning Board of Appeals dated December 14, 1978 and recorded in Volume 128 at Page 97 of the Brookfield Land Records.
- (13) Effect, if any, of a variance granted by the Brookfield Zoning Board of Appeals dated December 14, 1978 and recorded in Volume 128 at Page 548 of the Brookfield Land Records.
- (14) Effect, if any, of a variance Granted by the Brookfield Zoning Board of Appeals dated February 27, 1979 and recorded in Volume 128 at Page 847 of the Brookfield Land Records.
- (15) Special Permit dated March 27, 2003 and recorded in Volume 444 at Page 249 of the Brookfield Land Records.
- (16) Together with a Right-of-Way in common with others to whom this right may have been or may hereafter be granted for all purposes, including but not limited to ingress and egress, by foot or by vehicle, the installation of gas, water, electricity and other utilities over, under and across a strip of land fifty (50') feet in width running from Federal Road across land now or formerly of Kennen & Piskura, Incorporated and Wesley S. Kennen to the subject premises, as more particularly shown on Map No. 26-19 and on Map No. 6-107 on file on the Brookfield Land Records.
- (17) Permanent Building Sewer Agreement and Easement with the Town of Brookfield Water Pollution Control Authority to be recorded on the Brookfield Land Records.
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(22) Assignment and Assumption of Permits and Development Rights dated July 1, 2003 and recorded in Volume 450 at Page 1067 of the Brookfield Land Records.

(23) The unit conveyed hereby is an "affordable housing unit" as defined in § 8-30(g) of the Connecticut General Statutes. Said unit is subject to an Affordability Plan dated June 15, 2005 and recorded in Volume 514 at Page 688 of the Brookfield Land Records (the "Affordability Plan") which requires the imposition of the following restrictions on the unit (the "Restrictions"):

A. The owner of said property shall sell, transfer or lease said property only to certain eligible families or households as specified in C.G.S. § 8-30g as amended by Public Act 99-26 1. Applicable income limits shall be determined by the Connecticut Department of Housing and the U.S. Department of Housing and Urban Development ("HUD"). Determination of a potential purchaser or lessee's eligibility shall be made by the Administrator (as defined in the Affordability Plan).

B. Said owner shall convey or lease said property at a price that will preserve said property as affordable housing. Calculation of the maximum initial sale price or maximum resale price ("Maximum Sale Price") and of the maximum rental price ("Maximum Rental") for said property, so as to satisfy C.G.S. § 8-30g, shall utilize the lesser of the area median income data for the Danbury PMSA or the statewide median, as published by HUD as in effect on the day a purchase and sale agreement or lease is accepted by said owner.

C. In the event said owner desires to make said property available for sale or lease, said owner shall follow the procedures of Section XIII of the Affordability Plan.

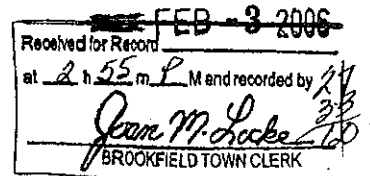
D. Said owner or lessee shall occupy said property as said owner's principal residence.

E. Said owner or lessee shall maintain said property. Said owner or lessee shall not destroy, damage or impair said property, allow said property to deteriorate, or commit waste on said property.

F. These Restrictions shall run with the land for a period of forty (40) years from the date of initial conveyance or lease of said property by the Developer or its successors or assigns to an eligible family or household.

G. This development was approved by the Brookfield Zoning Commission based in part on the condition that a defined percentage of the homes in the Condominium would be preserved as affordable housing units. These Restrictions are required by law to be strictly enforced.

H. A violation of these Restrictions shall not result in a forfeiture of title, but the Brookfield Zoning 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 said property and to examine the books and records of the Administrator to determine compliance of said property with the affordable housing regulations.



State Use 112
Print Date 11/29/2021 2:40:46 P

CURRENT OWNER		TOPO		UTILITIES		STRT/ROAD		LOCATION		CURRENT ASSESSMENT		VISION	
20 ORCHARD STREET LLC		1 Level 4 Rolling				1 Paved				Description COM APTS COM OB APT LAND		6018 BROOKFIELD, CT	
2 STONY HILL ROAD SUITE 201		At Pcd ID 00133000		SUPPLEMENTAL DATA		Section 1				Code 2-3 2-5 2-6		Assessed 2,262,690 139,880 647,350	
SCALZO PROP MGT - ATT VICKI		Census 205100020300		Map 32-44		Open Spac				2019		1,583,880	
BETHEL CT 06801		TCM #1				BAA				2-3		91,620	
		TCM #2				Condo Dec				2-5		91,620	
		Historic				Address C				2-6		453,150	
		Zone								Total		2,128,650	
		GIS ID		D09057		Assoc Pldg#				Total		2,128,650	

RECORD OF OWNERSHIP										Total						
BK-VOL/PAGE		SALE DATE	QU	WI	SALE PRICE	VC	3,040,920 2,128,650									
							PREVIOUS ASSESSMENTS/HISTORY									
							Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed	
20 ORCHARD STREET LLC		455 0531	08-07-2003	Q	V	300,000	03	2020	2-3	1,583,880	2019	2-3	1,583,880	2018	2-3	1,583,880
LANDMARK HEIGHTS LLC		363 803	12-13-1999	U	V	537,500	06		2-5	91,620		2-5	91,620		2-5	91,620
									2-6	453,150		2-6	453,150		2-6	453,150
							Total		2,128,650	Total		2,128,650	Total		2,128,650	

EXEMPTIONS				OTHER ASSESSMENTS				APPROAISED VALUE SUMMARY				
Year	Code	Description	Amount	Code	Description	Number	Amount	Code	Description	Value	Code	Value
										Appraised Bldg. Value (Card)		2,213,220
										Appraised Xf (B) Value (Bldg)		49,470
										Appraised Ob (B) Value (Bldg)		130,880
										Appraised Land Value (Bldg)		647,350
										Special Land Value		0
										Total Appraised Parcel Value		3,040,920
										Valuation Method		C

ASSESSING NEIGHBORHOOD			
Nbhd	Nbhd Name	B	Tracing
16			Batch

NOTES			
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This signature acknowledges a visit by a Data Collector or Assessor			
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12/99 SALE INCL 18
FEDERAL RD
30 UNITS TOTAL
PAV/2S ARE PADZ
(3) TOWN HOUSE STYLE W/1 BD 1.5 BTH+
NOTES
(4) 1BDRM, 1 BTH = ESTIMATED
UNITS: 9 ARE "AFFORDABLES"
EASEMENT 524/794, EASEMENT 1077
JUST OFF FEDERAL RD
FWD OF ROUTE 7 EXT C/6/3

BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY		Total Appraised Parcel Value			
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpose/Result	3,040,920
01400190	03-26-2014	EL	Electric	6,960		100		REPL POLE LIGHTS W/LED	03-16-2017	BAA			71	BAA - No Change	
01200022	01-18-2012	OT	Other	17,000		100		REWORK RISERS INSIDE BL	12-01-2016	WG			41	Hearing No Cng	
00600171	08-09-2006	GR	Garage	150,000	12-03-2007	100	07-23-2008	15 BAY GARAGE: CO ISS 07/	05-26-2011	TT	01		01	Measured	
005-0199	03-30-2005	NC	New Construct	400,000	09-30-2005	100	04-13-2006	NEW 9-UNIT APT BLDG	09-24-2008	JM	06	1	56	Permit - Property Visited	
004-1258	03-11-2005	NC	New Construct	400,000	09-30-2005	100	05-12-2006	NEW 9-UNIT APT BLDG	12-03-2007	JM			56	Permit - Property Visited	
0040985	02-04-2005	OT	Other	530,000	09-30-2005	100	05-12-2006	NEW 12-UNIT APT BLDG	01-12-2007	BK			40	Hearing Change	
004-0985	10-19-2004	FD	Foundation	0	09-30-2005	100		FOUNDATION ONLY BLDG 1	10-25-2006	JG	01		56	Permit - Property Visited	
LAND LINE VALUATION SECTION															

3																
Use Code	Description	Zone	LA	Land Type	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nbhd Adj	Notes	Location	Adjustme	Adj Unit Pric	Land Value
112	Apartments	IRC8			2,000	AC	218,700	1,00000	H	1.00	1,000			0		437,400
112	Apartments				0,960	AC	218,700	1,00000		1.00	1,000			0		209,950
Total Land Units					2,960	AC	Parcel Total Land Area: 2,960							Total Land Value	647,350	

Property Location 20 ORCHARD ST
Vision ID 2493 Account # 00133000

Map ID D09/10571/1
Bldg # 1

Bldg Name
Sec # 1 of 1 Card # 1 of 3

State Use 112
Print Date 11/29/2021 2:40:43 P

CONSTRUCTION DETAIL

CONSTRUCTION DETAIL (CONTINUED)

Element	Cd	Description	Element	Cd	Description
---------	----	-------------	---------	----	-------------

Style:	14	Apartment			
Model:	94	Comm/Ind			
Grade:	04	C+			
Stories:	2.75				
Occupancy:	12.00				
Exterior Wall 1	11	Clapboard			
Exterior Wall 2	03	Gable			
Roof Structure	03	Asphalt Shingl			
Roof Cover	03	Drywall/Sheat			
Interior Wall 1	05				
Interior Wall 2	14	Carpet			
Interior Floor 1	03	Gas/Propane			
Interior Floor 2	04	Forced Air			
Heating Fuel	03	Central			
Heating Type	112	Apartment			
AC Type					
Bldg Use					
Total Rooms	12				
Total Bedrms	12				
Total Baths	01	Heat/AC Pkgs			
Heat/AC	02	Wood Frame			
Frame Type	06	Average			
Baths/Plumbing	02	Ceil & Walls			
Ceiling/Wall	02	Average			
Rooms/Ptms	9.00				
Wall Height					
% Comm Wall	800C				
1st Floor Use:					

Year Built
Effective Year Built
Depreciation Code
Remodel Rating
Year Remodeled
Depreciation %
Functional Obsol
External Obsol
Trend Factor
Condition
Condition %
Percent Good
RCNLD
Dep % Ovr
Dep Ovr Comment
Misc Imp Ovr
Misc Imp Ovr Comment
Cost to Cure Ovr
Cost to Cure Ovr Comment

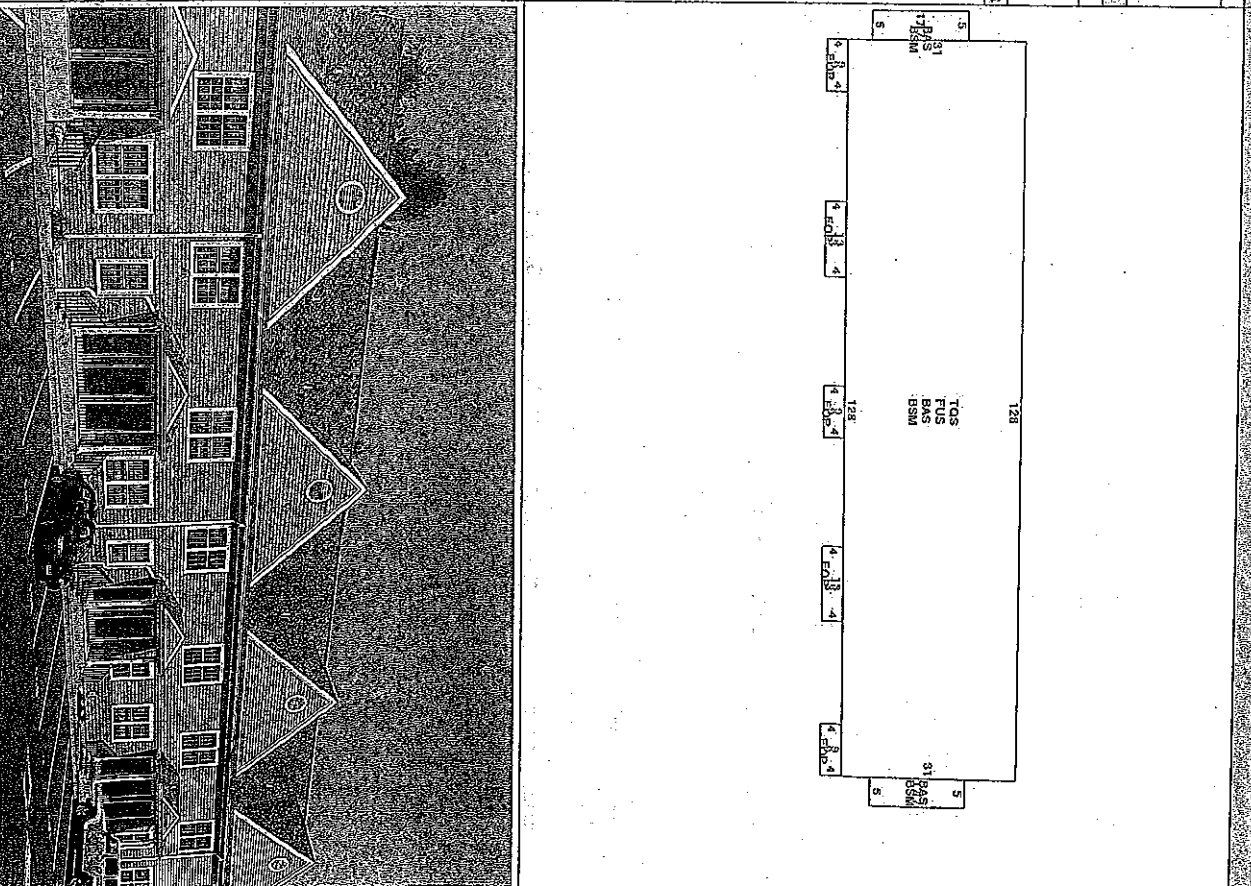
Code	Description	L/B	Units	Unit Price	Yr Bilt	Cond.	Cd	% Good	Grade	Grade Adj	Appr. Value
------	-------------	-----	-------	------------	---------	-------	----	--------	-------	-----------	-------------

LT1	Light 1	L	6	2090.00	2006	A		60	00	1.00	7,520
PAV2	Paving Concret	L	80	5.00	2006	A		60		0.00	240
PAV2	Paving Concret	L	80	5.00	2006	A		60		0.00	240
PAV1	Paving Asph.	L	24,000	2.70	2006	A		60		0.00	38,880
SPR	Sprinklers	B	11,052	2.00	2005			89		0.00	19,730
GAR1	Garage	L	3,388	30.61	2008	A		60	4	1.35	84,000

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area	Eff. Area	Unit Cost	Undeprec. Value
------	-------------	-------------	------------	-----------	-----------	-----------------

BAS	First Floor	4,138	4,138		80.74	334,095
BSM	Basement	0	4,138		18.16	66,851
FOP	Porch, Open	0	212		20.18	4,279
FUS	Finished Upper Story	3,968	3,968		80.74	320,370
TOS	Three Quarter Story	2,976	3,968		60.55	240,277



State Use 1.2
Print Date 11/29/2021 2:40:44 PM

B	Use Code	Description	Zone	LA	Land Type	Land Units	Unit Price	L. Factor	Site Index	Cond.	Nbhd.	Nbhd Adj	Notes	Location Adjustme	Adj Unit Pric	Land Value
2	112	Apartments				0 SF	0	1.00000	0	1.00		1.000		0		0
Total Land Value																64,350

Property Location 20 ORCHARD ST
Vision ID 2493

Account # 00133000

Map ID D09/10571/

Bldg # 2

Bldg Name
Sec # 1 of 1

Card # 2 of 3

State Use 112
Print Date 11/29/2021 2:40:44 P

CONSTRUCTION DETAIL

CONSTRUCTION DETAIL (CONTINUED)

Element	Cd	Description	Element	Cd	Description
---------	----	-------------	---------	----	-------------

Style:	14	Apartments			
Model	94	Comm/Ind			
Grade	04	C+			
Stories:	2.75				
Occupancy	9.00				

Code	Description	Percentage
112	Apartments	100
		0
		0

COST/MARKET VALUATION

Exterior Wall 1	11	Clapboard			
Exterior Wall 2	03	Gable			
Roof Structure	03	Asphalt Shingl			
Roof Cover	05	Drywall/Sheer			
Interior Wall 1					
Interior Wall 2					
Interior Floor 1	14	Carpet			
Interior Floor 2					
Heating Fuel	03	Gas/Propane			
Heating Type	04	Forced Air			
AC Type	03	Central			
Bldg Use	112	Apartments			
Total Rooms					
Total Bedrms	09				
Total Baths	9				
Heat/AC	01	Heat/AC Pkgs			
Frame Type	02	Wood Frame			
Baths/Plumbing	02	Average			
Ceiling/Wall	06	Ceil & Walls			
Rooms/Ptms	02	Average			
Wall Height	9.00				
% Corn Wall	0.00				
1st Floor Use:					

RCN

749,626

Year Built	2005
Effective Year Built	
Depreciation Code	A
Remodel Rating	
Year Remodeled	
Depreciation %	11
Functional Obsol	0
External Obsol	
Trend Factor	1
Condition %	
Percent Good	89
RCNLD	667,170
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	

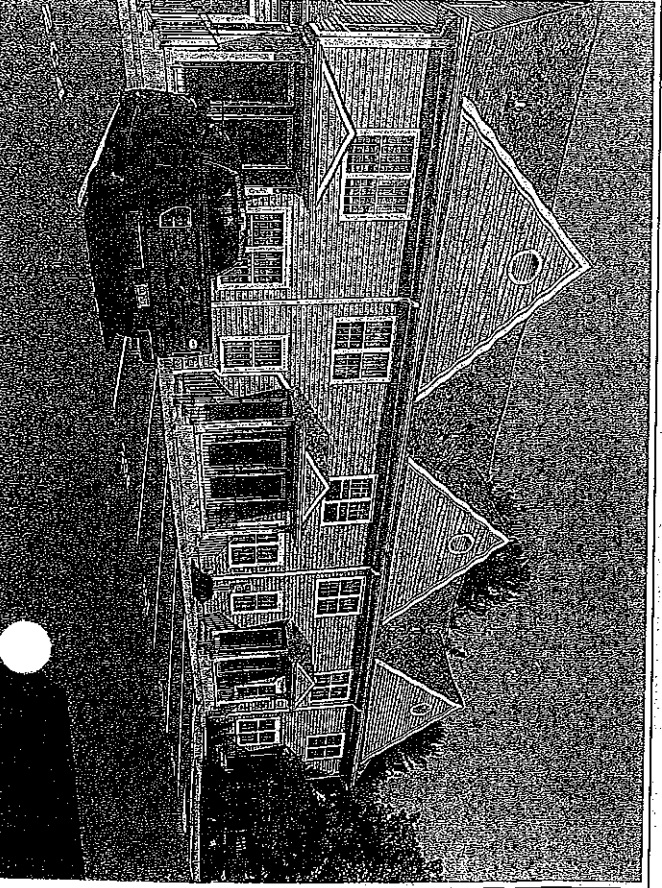
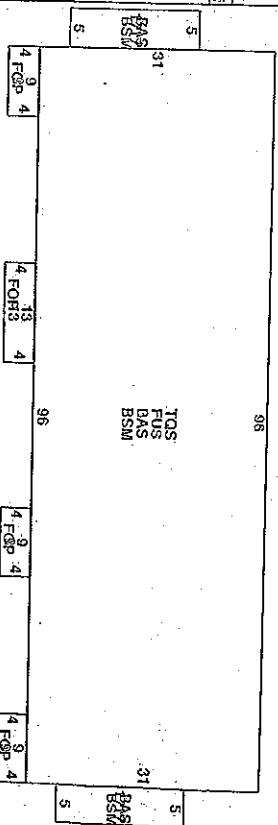
Code	Description	L/B	Units	Unit Price	Yr Bit	Cond	Cd	% Good	Grade	Grade Adj	Appt. Value
SPR	Sprinklers	B	8.354	2.00	2005			89		0.00	14,870

OB - OUTBUILDING & YARD ITEMS (A) / XC - BUILDING EX-GRADE FEATURES (B)

Code	Description	Living Area	Floor Area	Eft Area	Unit Cost	Undeprec Value
------	-------------	-------------	------------	----------	-----------	----------------

BUILDING SUB-AREA SUMMARY SECTION

BAS	First Floor	3,146	3,146		83.08	261,368
BSM	Basement	0	3,146		16.61	52,257
FOP	Porch, Open	0	160		20.77	3,323
FUS	Finished Upper Story	2,976	2,976		83.08	247,245
TOS	Three Quarter Story	2,232	2,976		62.31	185,433





COPY

**CERTIFICATE OF OCCUPANCY
TOWN OF BROOKFIELD**

Address: 20 Orchard St
Owner: 20 Orchard St LLC
Applicant: Empire Development, Inc.

Property ID: 00133000
CO Date: 4/13/2006
Permit #: 200400985-3

(A) USE GROUP: S1/R2*

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

[X] Yes [] No REQUIRED? [X] Yes [] No

(B) TYPE OF CONSTRUCTION:
5A

1. Hazard Classification/Storage Configuration (including Aisle widths for which sprinkler system is designed):
ORDINARY
2. Automatic Sprinkler/Standpipe System demand at the base of the riser: N/A

(C) EDITION OF CODE ON
WHICH THE PERMIT WAS
ISSUED: 1999 CSBC

☒ COPY TO FIRE MARSHAL

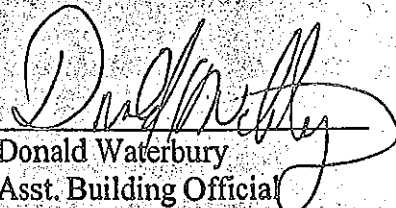
DESCRIPTION OF WORK

New Twelve unit apartment building - Building #1 - Unit #101 through #112
Eight townhouse style with (1) bedroom, (1-1/2) bathrooms
Four single-level style with (1) bedroom, (1) bathroom
Unit #102 is not included on this CO

This Is To Certify That The New Construction Or Alteration Conforms To The Provisions Of The Connecticut Basic Building Code And All Other Laws And Ordinances Of The State Of Connecticut And The Town Of Brookfield.

It Is Specifically Understood That This Certificate Becomes Null And Void When Secured Through Fraud Or Latent Violation Not Ascertainable At The Time Of Inspections Or When Changes In Use, Construction Or Building Service Equipment That Is Controlled By The Connecticut Building Code, Fire Code Or Other Location Regulations Are Made Without Department Approval.

*State Building Code Modification M1415-05 permits the use of the 2003 IBC which allows three stories for S1 use. The 2003 IBC designation for R3 is R2. Non-separated use group concept applies to this structure. S1 basement area not to be separated into individual storage areas.


Donald Waterbury
Asst. Building Official





COPY

**CERTIFICATE OF OCCUPANCY
TOWN OF BROOKFIELD**

Address: 20 Orchard St
Owner: 20 Orchard St LLC
Applicant: Empire Development, Inc.

Property ID: 00133000
CO Date: 4/13/2006
Permit #: 200400985-3

(A) USE GROUP: S1/R2*

(B) TYPE OF CONSTRUCTION:
5A

(C) EDITION OF CODE ON
WHICH THE PERMIT WAS
ISSUED: 1999 CSBC

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

[X] Yes [] No REQUIRED? [X] Yes [] No

1. Hazard Classification/Storage Configuration (including Aisle widths for which sprinkler system is designed):
ORDINARY
2. Automatic Sprinkler/Standpipe System demand at the base of the riser: N/A

☒ COPY TO FIRE MARSHAL

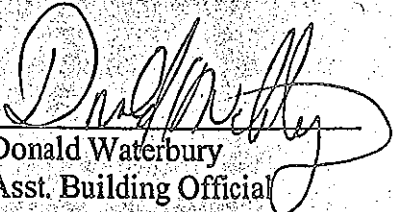
DESCRIPTION OF WORK

New Twelve unit apartment building - Building #1 - Unit #101 through #112
Eight townhouse style with (1) bedroom, (1-1/2) bathrooms
Four single-level style with (1) bedroom, (1) bathroom
Unit #102 is not included on this CO

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Donald Waterbury
Asst. Building Official



COPY

**CERTIFICATE OF OCCUPANCY
TOWN OF BROOKFIELD**

Address: 20 Orchard Street
Owner: 20 Orchard St LLC
Applicant: Empire Development

Property ID: 00133000
CO Date: 6/14/2006
Permit #: 200401258

(A) USE GROUP: S1 & R2*

(B) TYPE OF CONSTRUCTION:
5A

(C) EDITION OF CODE ON
WHICH THE PERMIT WAS
ISSUED: 1999 CSBC

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

[X] Yes [] No REQUIRED? [X] Yes [] No

1. Hazard Classification/Storage Configuration (including Aisle widths for which sprinkler system is designed):
N/A
2. Automatic Sprinkler/Standpipe System demand at the base of the riser: N/A

☒ COPY TO FIRE MARSHAL

DESCRIPTION OF WORK

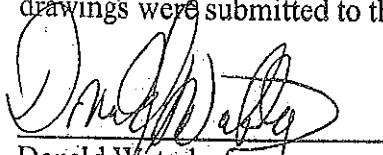
New 9-unit apartment building - Building #2 - Unit #201 through #209
Six townhouse style with (1) bedroom, (1-1/2) bathrooms
Three single-level style with (1) bedroom, (1) bathroom

This Is To Certify That The New Construction Or Alteration Conforms To The Provisions Of The Connecticut Basic Building Code And All Other Laws And Ordinances Of The State Of Connecticut And The Town Of Brookfield.

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**Construction of this building was done in compliance with drawings prepared and stamped by Anthony Federico, licensed Architect (#9995) and Peter George Pappas (#21568). These revised drawings were submitted to the Building Department April 28, 2006.


Donald Waterbury
Asst. Building Official



COPY

**CERTIFICATE OF OCCUPANCY
TOWN OF BROOKFIELD**

Address: 20 Orchard Street
Owner: 20 Orchard St LLC
Applicant: Empire Development

Property ID: 00133000
CO Date: 5/31/2006
Permit #: 200500199-2

(A) USE GROUP: S1 & R2*

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

[X] Yes [] No REQUIRED? [X] Yes [] No

(B) TYPE OF CONSTRUCTION:
5A

1. Hazard Classification/Storage Configuration (including
Aisle widths for which sprinkler system is designed):
N/A

(C) EDITION OF CODE ON
WHICH THE PERMIT WAS
ISSUED: 1999 CSBC

2. Automatic Sprinkler/Standpipe System demand at the
base of the riser: N/A

☒ COPY TO FIRE MARSHAL

DESCRIPTION OF WORK

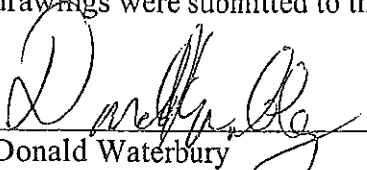
New 9-unit apartment building - Building #3 - Unit #301 through #309
Six townhouse style with (1) bedroom, (1-1/2) bathrooms
Three single-level style with (1) bedroom, (1) bathroom

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**Construction of this building was done in compliance with drawings prepared and stamped by Anthony Federico, licensed Architect (#9995) and Peter George Pappas (#21568). These revised drawings were submitted to the Building Department April 28, 2006.


Donald Waterbury
Asst. Building Official



COPY

**CERTIFICATE OF OCCUPANCY
TOWN OF BROOKFIELD**

Address: 20 Orchard Street
Owner: 20 Orchard St LLC
Applicant: Empire Development

Property ID: 00133000
CO Date: 5/31/2006
Permit #: 200500199-2

(A) USE GROUP: S1 & R2*

(D) AUTOMATIC SPRINKLER SYSTEM INSTALLED?

[X] Yes [] No REQUIRED? [X] Yes [] No

(B) TYPE OF CONSTRUCTION:
5A

1. Hazard Classification/Storage Configuration (including
Aisle widths for which sprinkler system is designed):
N/A

(C) EDITION OF CODE ON
WHICH THE PERMIT WAS
ISSUED: 1999 CSBC

2. Automatic Sprinkler/Standpipe System demand at the
base of the riser: N/A

☒ COPY TO FIRE MARSHAL

DESCRIPTION OF WORK

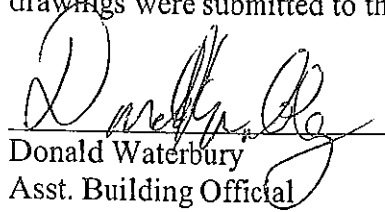
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Donald Waterbury
Asst. Building Official

C.

You are required to PROMPTLY RETURN the following documents to the office of the Zoning Commission:

- (1) Certificate of Filing and Recording executed by the Town Clerk,
- (2) Executed Site Bond and Agreement,
- (3) A signed copy of this Special Permit acknowledging both receipt hereof and your obligations hereunder.

ATTACHMENTS: (A part of this Special Permit) (1) General Conditions of Approval, (2) Certificate of Recording & Filing (3) Site Plan Bond and Agreement, (4) Acknowledgment copy of this permit.

APPROVAL AND CERTIFICATION:

Approved and certified to be a true copy of this Special Permit granted on 7/10/03 at Brookfield, Connecticut.

Stanley Parker (b), for the Brookfield Zoning Commission

APPLICANT'S AND OWNER'S ACKNOWLEDGMENT: Receipt of Special Permit and my obligations thereunder are acknowledged herewith:

[Signature]
Signature of Applicant/Agent

[Signature]
Signature of Owner

Date: August 7, 2003

Date: August 7, 2003

ORCHARD PLACE APARTMENTS**20 ORCHARD PLACE****DEED RESTRICTIONS FOR 9 AFFORDABLE UNITS**

Under this plan, thirty (30%) percent of the dwelling units of Orchard Place Apartments will be designated as "Affordable Units" that will meet the criteria for "affordable housing" as defined in Connecticut General Statutes ("C.G.S.") § 8-30g and § 8-39a. In addition these units defined as "affordable" will be deed restricted as "active adult" requiring that tenants' age will be restricted to 55 years or older. All "Designated Age Restricted" units will be occupied by tenants who meet the affordable housing requirements as defined by Connecticut General Statutes ("C.G.S.") § 8-30g and § 8-39a.

The Maximum Rental Price shall be calculated as follows:

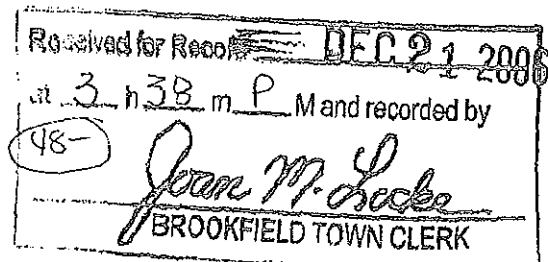
1. Determine area median income for Brookfield and the statewide median as published by the U.S. Department of Housing and Urban Development and use the lesser of these two figures.
2. Adjust the median income identified in step 1 by family size by assuming the 1.5 persons will occupy each bedroom of an affordable unit, except in the case of a studio or zero-bedroom unit, in which case 1.0 persons shall be assumed. Family size adjustment shall be made with reference to the following percentages:

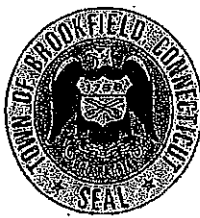
NUMBER OF PERSONS IN FAMILY	1	2	3	4		5	6	7	8
PERCENTAGE ADJUSTMENT	70%	80%	90%	100%	(BASE)	108%	116%	124%	132%

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

3. Calculate eighty (80%) percent of Step 2.
4. Calculate thirty (30%) percent of Step 3, representing that portion of household income deemed to be used for housing costs.
5. Divide Step 4 by twelve (12) months to determine the maximum monthly housing payment.
6. Determine the fair market rent for a unit with the same number of bedrooms in Brookfield as published by the U.S. Department of Housing and Urban Development.
7. Multiply the U.S. Department of Housing and Urban Development fair market rent as determined in Step 6 by one hundred twenty (120%) percent.
8. The maximum monthly housing payment for occupants of the subject rental unit shall be the lesser of the calculations in Steps 5 and 7.

9. Determine by reasonable estimate monthly expenses for heat and utility costs for which the tenant is directly responsible, excluding television, telecommunications and information technology services, but including any other periodic fees for which the tenant is directly responsible, such as common charges in the case of a common interest ownership community.
 10. Deduct the estimate of tenant-paid utilities and fees determined in Step 9 from the maximum monthly housing payment in Step 8, which will result in the maximum amount that the developer/owner may charge for this rental unit as the monthly contract rent.
- A. The Restrictions shall run with the land for a period of forty (40) years from the date of initial occupation of said property by 20 Orchard Street, LLC or its successor(s) or assign(s) to an eligible family or household. After the expiration of said forty (40) year period, the Restrictions shall be of no further force and effect.
 - B. This development was approved by agencies of the town based in part on the condition that a defined percentage of the homes in the residential development would be preserved as affordable housing units. The Restrictions are required by law to be strictly enforced.
 - C. A violation of the restrictions shall not result in a forfeiture of title, but the Brookfield Zoning Department 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 said property and to examine the books and records of the Administrator to determine compliance of said property with the affordable housing regulations.





TOWN OF BROOKFIELD

BROOKFIELD, CT 06804

Application for Certificate of Affordable Housing Completion Town of Brookfield, Connecticut

Reserved Points from 2017 Moratorium

Towne Brooke Commons – Family Rental Units

Towne Brooke Commons is a Set-Aside Development with a total of 102 units, 76 of which are market rate units and 16 of which are affordable housing units. The site plan application for this development was filed with the Brookfield Zoning Commission on September 29, 2000 and is therefore subject to Connecticut Public Act 99-261 (the "Act"). The Act required that 25% of the units be restricted as affordable housing units for a period of 30 years. Under the Act, 10% of the units (11 units) must be rented to persons and families whose income is less than or equal to 60% of the area median income or the State median income, whichever is less, and the remainder of the affordable units (15) must be rented to persons and families whose income is less than or equal to 80% of the area median income or the State median income, whichever is less.

As noted in the Attorney Certification Letter, the property on which the development was constructed was conveyed to its present owner by a deed that indicates that the property is subject to the Site Plan Modification Approval issued by the Town of Brookfield and recorded in Volume 528 at Page 271 of the Brookfield Land Records. The Site Plan Modification Approval recognizes that the development is an affordable housing development under Section 8-30g of the Connecticut General Statutes.

Housing Equivalent Points have been assigned as follows: 73 Market Rate Units x .25 points per unit = 18.25 points; 2 family affordable Units @80% x 1.5 = 3 points; and 1 family affordable Unit @60% x 2 = 2 points, for a total of 23.25 claimed points.

The Town of Brookfield reserves 40.25 additional points for use in connection with a future application for Certificate of Affordable Housing Moratorium which have been calculated as follows: 3 Market Rate Units x .25 points per unit = .75 points; 13 family affordable Units @80% x 1.5 = 19.5 points; and 10 family affordable Unit @60% x 2 = 20 points, for a total of 40.25 reserved points.

SUMMARY OF UNIT COUNT AND HOUSING UNIT-EQUIVALENCY POINTS
8-30g Set-Aside Affordable Housing Development in Brookfield, Connecticut

Name of Development SET-ASIDE HOUSING DEVELOPMENTS	Address	Co of Restriction Start Date	Assisted Housing Documentation	Term of Affordability	Total and Type of Units	# of Affordable Units	Total Points
Towne Brooke Commons 76 market rate units @ .25 pts + 19 HUE pts 15 units @ 80% x 1.5 pts = 22.50 HUE pts 11 units @ 60% x 2 = 22 HUE pts	5 Nabby Road	10/21/2009	Site plan modification approval, Vol 683, page 125	30 years	102 Rental Family	16	63.5**

** 23.25 HUE pts Claimed

** 40.25 HUE pts Reserved

CALCULATION OF HOUSING UNIT-EQUIVALENT POINTS

Project Name : Town Brooke Commons

Address: 5 Nabby Road

Developer / Owner / Person or Equity responsible for Compliance:

Name: Towne Brooke Commons Apartments

Address: 5 Nabby Road

City/ Town/ State / Zip: Brookfield, CT 06470

Phone: 203-775-9991

Email: lenonleves@crpropertymgmt.com

Description of "Set-Aside" Development: Rental? YES X NO

Set-Aside development consists of 102 total rental units, including 26 affordable units.
Approved by the Zoning Commission under 8-30g as in effect on September 29, 2000.
Development restricted for 30 years from date of the Certificate of Occupancy.

Total # of units: 102 # of Affordable units: 16 # of Mkt. Rate Units: 76

Type of Unit	# of Units	Housing Unit- Equivalent Point Value Per Unit	Total Housing Unit- Equivalent Points
Market-rate units in a set-aside development	76	.25	19.0
Elderly units, owned or rented, restricted to households at or below 80% of median income			
Family units, <u>owned</u> , that are restricted to households with annual income no more than: <ul style="list-style-type: none"> 80% of median income 60% of median income 			
Family units, <u>rented</u> , that are restricted to households with annual income no more than: <ul style="list-style-type: none"> 80% of median income 60% of median income 	15 11	1.5 2	22.50 22.0
TOTAL ELIGIBLE Housing Unit-Equivalent Points	102		63.50

(Continued on next page)

CALCULATION OF HOUSING UNIT-EQUIVALENT POINTS (Continued)

Project Name : Town Brooke Commons

Address: 5 Nabby Road

Developer / Owner / Person or Equity responsible for Compliance:

Name: Towne Brooke Commons Apartments

Address: 5 Nabby Road

City/ Town/ State / Zip: Brookfield, CT 06470

Phone: 203-775-9991

Email: lenonieves@crpropertymgmt.com

<u>TOTAL UNITS CLAIMED</u>	<u>HUE Points</u>
73 - Market rate units @ .25 HUE	18.25
2 - 80% Median income units @ 1.5 HUE	3.0
1 - 60% Median Income unit @ 2 HUE	2.0
TOTAL CLAIMED HUE POINTS	23.25- HUE pts claimed

<u>TOTAL UNITS RESERVED</u>	<u>HUE Points</u>
3 - Market rate units @ .25 HUE	.75
13 - 80% Median income units @ 1.25 HUE	19.50
10 - 60% Median Income unit @ 2 HUE	20.0
TOTAL CLAIMED HUE POINTS	40.25 - HUE pts reserved