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**CITY OF DANBURY**  
**OFFICE OF THE CORPORATION COUNSEL**  
155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810  
(203) 797-4518 (203)796-8043 FAX

November 24, 2009

Honorable Mark D. Boughton, Mayor  
Honorable Members of the Common Council  
155 Deer Hill Avenue  
Danbury, CT 06810

Re: Request for Approval of Contract between  
Victorian Associates, LLC and City of Danbury  
Victorian Meadows 120-130 Osborne Street  
November Agenda Item # 4-(30 day report)

Dear Mayor Boughton and Members of the Council:

Please accept this letter in response to your request for a report regarding the above mentioned item. The request of approval, dated October 14, 2009, is made by Attorney Paul N. Jaber on behalf of Victorian Associates, LLC ("Applicant"). Pursuant to the requirements of Section 4.B.7.d.(1) of the City of Danbury Zoning Regulations, the Applicant seeks the City's approval of the attached contract between the City of Danbury and Victorian Associates, LLC.

The Applicant has received special exception approval from the Planning Commission for a thirty-six unit (36) multi-dwelling project containing five (5) units which will be set aside as affordable units. Section 4.B.7.d.(1) of the Zoning Regulations requires the contract to be approved by the Common Council. The contract provides, among other things, that the project will contain five affordable dwelling units to be conveyed by deeds containing covenants requiring the units to be sold at or below prices which will preserve the units as affordable dwelling units as defined in Section 8-39a of the Connecticut General Statutes.

This office has negotiated the final contract which is before you, and in our opinion, the contract is in conformity with applicable statutory and regulatory requirements. Attached also, please find a report from Mark Nolan of N.P. Rentals and Management, who reviewed the proposed maximum sales and rental prices on behalf of the City. Mr. Nolan's report indicates that he has reviewed the proposed sales and rental prices and finds the prices to be in conformity with applicable regulations.

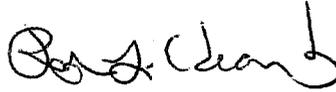
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Honorable Mark D. Boughton, Mayor      Page 2  
Honorable Members of the Common Council

November 24, 2009

Please do not hesitate to contact me if you have any additional questions.

Very truly yours,



Robin L. Edwards  
Assistant Corporation Counsel

**Attachments**

- cc:      Robert J. Yamin, Corporation Counsel  
         Laszlo L. Pinter, Deputy Corporation Counsel  
         Dennis I. Elpern, Planning Director  
         Sharon B. Calitro, Deputy Planning Director  
         Scott LeRoy, Director Health, Housing and Welfare  
         Mark Nolan, N. P. Rentals and Management  
         Paul Jaber, Esq.

Robert J. Yamin  
Corporation Counsel  
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(203) 796-8004

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NP Rentals and Management, LLC  
323 Main Street  
Danbury, Connecticut 06810  
203-797-8255  
203-797-8104(fax)

November 23, 2009

Robln L. Edwards  
Corporation Counsel  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

RE: Victorian Associates, LLC  
120 - 130 Osborne Street  
Application # SE 684

Dear Ms. Edwards,

This letter will confirm that I have reviewed the above application for the "Affordable Housing" application for Victorian Associates, LLC at the above mentioned address and find that the calculations used to determine the maximum sales and rental amounts meet the current Danbury Area Median Income guidelines.

If I can be of any further assistance, please do not hesitate to contact me.

Sincerely yours,



Mark J. Nolan

cc: Sharon B. Calitro, Deputy Planning Director  
Scott M. LeRoy, Director, Health Housing and Welfare



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**CITY OF DANBURY**  
155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

PLANNING COMMISSION  
(203) 797-4525  
(203) 797-4586 (FAX)

November 24, 2009

To: Mayor Mark Boughton  
Members of Common Council

From: Planning Commission

Re: 8-24 Referral/November '09 CC Agenda Item #4 - Request for Approval of Contract for Victorian Meadows, 120-130 Osborne St.

The Planning Commission has received a request from the Common Council for a report pursuant to CT General Statutes/Sec 8-24, regarding the above referenced item.

At the November 18, 2009 meeting, the Planning Commission made a motion to give this a positive recommendation subject to final approval of the contract from Corporation Counsel. This contract will ensure the preservation of five dwelling units as affordable in accordance with the Special Exception approved by this Commission on 10/21/09. This motion was passed unanimously.

Arnold E. Finaldi Jr.  
Chairman

AEF/jr  
Attachment

c: Engineering Dept.  
Director of Public Works  
Corporation Counsel

**CONTRACT**

**between**

**VICTORIAN ASSOCIATES, L.L.C.**

**and**

**THE CITY OF DANBURY**

**AFFORDABLE HOUSING APPLICATION**

**Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2009, by and between Victorian Associates, L.L.C. (the "Applicant") of 3 Ridgewood Drive, Danbury, Connecticut 06810 and The City of Danbury of 155 Deer Hill Avenue, Danbury, Connecticut 06810.**

**WITNESSETH:**

Whereas, the Applicant is the owner of property located on 120-130 Osborne Street in Danbury, Connecticut (the "Property"); and

Whereas, on or about \_\_\_\_\_, 2009, Victorian Associates, L.L.C., applied to the Planning Commission of The City of Danbury (the "Commission") for approval of its Special Exception Application pursuant to Section 4.B.7 of the Danbury Zoning Regulations (the "Regulations"); and

Whereas, Section 4.B.7 of the Regulations allows developers of property in the RMF-4 zoning district to exceed density limits in exchange for the set aside of units in a development as affordable housing units; and

Whereas, Section 4.B.7(1) provides that to be eligible for the density bonus, the Applicant must submit evidence showing compliance with Section 8-2g of the Connecticut General Statutes; and

Whereas, Section 8-2g of the Connecticut General Statutes and Section 4.B.7 of the Regulations require that the developer submit a proposed contract with Danbury regarding the affordable housing units; and

Whereas, the Commission held a public hearing on \_\_\_\_\_, 2009, on the Applicant's application, which public hearing was closed on \_\_\_\_\_, 2009; and

Whereas, on \_\_\_\_\_, 2009, the Commission approved the Applicant's application for Special Exception pursuant to Section 4.B.7 of the Regulations, subject to the following conditions.

Now therefore, in consideration of the covenants and conditions contained herein, the parties hereto agree as follows:

1. **DEVELOPMENT OF PROPERTY:** Pursuant to Section 4.B.7 of the Danbury Zoning Regulations, the Applicant will develop the property described in Schedule A annexed hereto as a project consisting of Thirty Six (36) newly constructed row house units and one existing three (3) family dwelling.

(a) Victorian Associates, L.L.C. will have five (5) dwelling units conveyed by deeds containing covenants or restrictions requiring said units to be sold or rented at, or below, prices which will preserve the units as affordable housing, as defined in §8-39a of the Connecticut General Statutes (the "Affordable Housing Units").

(b) The Affordable Housing Units shall be offered for sale or rent only to persons and families whose income is less than or equal to the area median income for Danbury as determined by the United States Department of Housing and Urban Development (hereinafter "HUD") for at least thirty (30) years from the date of completion of each such unit, as evidenced by the issuance of a Certificate of Zoning Compliance.

(c) For the purposes of determining the eligibility of applicants for the affordable units, "income" shall mean "adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes."

(d) The applicant shall notify the City of Danbury Fair Housing Officer in writing of the date the units will first be offered for sale or rent, thirty (30) days in advance of said date, so that affirmative marketing outreach may be implemented by the City of Danbury,

(e) The sale price or amount of any rent for any such unit of affordable housing shall not exceed that amount which is set forth on Schedule E attached hereto. Any reasonable periodic increase of the sale price or amount of rent shall be based on the formulas set forth on Schedule E attached hereto.

(f) The affordable housing units shall be conveyed by deed, including covenants, which incorporate the terms and conditions contained in this Contract, which covenants shall run with the land and shall be enforceable by the City of Danbury. Upon sale or resale of an affordable housing unit, the deed shall reflect the actual consideration paid. A form of the proposed deed is attached hereto as Schedule F.

(g) The restrictions contained in this Contract regarding the affordable housing units shall also apply to the resale or subsequent lease of any such unit, the purchase and subsequent leasing of any such unit and the conversion to the common interest form of ownership and subsequent sale of any such unit of affordable housing during and for the remaining term of such thirty (30) year period.

(h) The affordable housing units shall be of comparable size and workmanship and materials as all of the other units being constructed in this development.

(i) Prior to any sale or resale or lease of an affordable housing unit, the developer or his duly authorized agent, shall provide the prospective purchaser with a listing prepared by the Health Department, n/k/a Department of Health, Housing and Welfare or its agent of the current median family income for Danbury as determined by HUD along with the annual Danbury median family income figures for the prior five (5) years.

2. **DESIGNATED UNITS:** Those units designated as affordable housing are identified on Schedule C attached hereto.

3. **PROCEDURE FOR DESIGNATION OF AFFORDABLE HOUSING UNITS:**

(a) Affordable housing units shall be constructed concurrent with other dwelling units included with the application for special exception. Zoning permits and certificates of compliance shall be issued for affordable and other dwelling units on a pro rata basis to ensure that all affordable housing units are completed and offered for sale or lease under the terms of this agreement. The row house units will be constructed in accordance with the following phasing plan: Phase I (4 market rate units, 0 affordable housing unit(s); Phase II (14 market rate units, 2 affordable housing unit(s); Phase III (8 market rate units, 1 affordable housing unit(s); Phase IV (8 market rate units, 2 affordable housing unit(s). The Zoning Enforcement Officer (the "ZEO") shall refuse to issue any zoning permits or certificates of compliance if **Victorian Associates, L.L.C.**, is not in compliance with this pro rata requirement, and unless and until the requirement has been met.

(b) For any unit to qualify as an "Affordable Unit," there shall be submitted to the ZEO of the City of Danbury or his/her authorized agent, not less than fifteen (15) days prior to the transfer of title, or if a rental unit, commencement of the lease term of such dwelling unit, the following documents:

(i) a copy of the Contract between the seller and the purchaser or Lease between the lessor and the lessee;

(ii) a copy of the proposed deed, lease, sublease or assignment of lease; and

(iii) an affidavit signed and sworn to by the purchaser or lessee and substantially in the form as Schedule B attached hereto.

(c) the ZEO shall be prohibited from issuing a Certificate of Zoning Compliance ("Certificate") with regard to such dwelling unit until such time as he/she shall have received all of the documentation and information required under Subparagraph (b) above and until the ZEO receives verification in writing and recordable form from the

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Health Department, n/k/a Department of Health, Housing and Welfare or its agent that, based upon the information provided in said documents, the dwelling unit will qualify as an Affordable Housing Unit upon the sale to such purchaser or lease to such lessee.

Within thirty (30) days after receipt of said documents fully completed and legible, the Health Department, n/k/a Department of Health, Housing and Welfare or its agent shall issue to ZEO either (i) issue such verification in writing and in recordable form as provided for immediately above, or (ii) issue a written statement detailing why such verification is not being issued. Failure of the Health Department, n/k/a Department of Health, Housing and Welfare or its agent to issue to the ZEO) either of such documents shall be deemed a verification by the Health Department, n/k/a Department of Health, Housing and Welfare or its agent that such dwelling unit, based upon the information provided in said documents, is an Affordable Housing Unit. In such event, the Applicant may file an Affidavit on the Danbury Land Records pursuant to Connecticut General Statutes Section 47-12a attesting to such deemed verification.

Upon receipt of such approval or verification of such documentation by the Health Department, n/k/a Department of Health, Housing and Welfare or its agent and compliance with all other applicable provisions of the Zoning Regulations, a Certificate shall be issued by the ZEO and the same shall contain a notation as follows:

Note: The foregoing dwelling unit is subject to all the terms and provisions relating to an "Affordable Housing Unit" contained in the City of Danbury Planning Commission's grant of Special Exception regarding **Victorian Associates, L.L.C.**, recorded in Volume \_\_\_\_\_, at Page \_\_\_ of the Danbury Land Records.

Any Certificate of Zoning Compliance regarding an affordable housing unit shall be recorded by the Applicant on the Land Records of the City of Danbury no later than five (5) days from the date that such Certificate is issued by the Zoning Enforcement Officer (ZEO) of the City of Danbury.

(d) To the extent that market demand for Affordable Housing Units is insufficient to absorb available dwelling units, the Applicant shall include in its advertising such information relating to the availability of Affordable Housing Units as it deems appropriate to increase market demand for such housing. Notwithstanding the foregoing and for so long as there shall remain unsold, not under Contract, or not leased Affordable Housing Units, the Applicant shall adopt and carry out an advertising program whereby the existence of such Affordable Housing Units is made known within the Applicant's area. Such advertising shall be comparable to the other advertising of market rate units and may be separate or combined with such advertising for the market rate units.

(e) Not less than fifteen (15) days prior to any subsequent transfer of title or, if a rental unit, commencement of any new or extended lease term or lease for any such Affordable Housing Unit, the seller or lessor shall deliver to the PLANNING AND ZONING DEPARTMENT all of the documents and information required to be submitted

pursuant to the provisions of Paragraph 3(b) above, which information shall confirm that such transfer shall maintain such dwelling as an Affordable Housing Unit. No closing on the sale or occupancy pursuant to a Lease shall take place until the ZEO receives verification in writing and recordable form from the Health Department, n/k/a Department of Health, Housing and Welfare or its agent that, based upon the information provided in said documents, the unit qualifies as an Affordable Housing Unit upon the subsequent transfer

(f) The Lease of any Affordable Housing Unit may not be extended or renewed at the end of its terms without again going through the same process as set forth in this Paragraph. The ZEO of the City of Danbury or his/her agent periodically may demand from the lessor of any such dwelling unit, the lessee and/or sublessee of any such unit, a statement or statements showing the income(s) of the lessee(s) as the case may be. If the ZEO or his/her agent determines that the tenant of the unit does not qualify for an Affordable Housing Unit within the meaning of §8-39a of the Connecticut General Statutes, as amended, the owner or lessor as the case may be, shall not renew the lease with the particular lessee at the end of the lease term, unless immediately prior thereto, additional documentation is delivered to the ZEO or his/her agent, which shows that the proposed lessee has income which will qualify the unit as an Affordable Housing Unit.

The provisions of Paragraph 3(c) above relating to the automatic verification by the ZEO for failure to respond within thirty (30) days after complete and legible documentation has been presented as required herein shall also apply to this Paragraph.

(g) Standard Lease Provision: Each lease/sublease or assignment of lease for an Affordable Housing Unit will contain substantially the following provisions:

This unit is being rented as an "affordable housing unit" as defined in Connecticut General Statutes Section 8-39a, and is available only to persons or families whose income is at or below the area median income for Danbury as determined by the U.S. Department of Housing and Urban Development. This development has been approved by the Danbury Planning Commission based in part on the condition that a defined percentage of units will be rented as affordable housing units. The owner is required by law to strictly enforce these restrictions for each such lease, sublease or assignment of lease of an Affordable Housing Unit and provide a copies of all such leases, subleases or assignments to the ZEO or his/her agent.

(h) The time period during which Affordable Housing Units have been rented as affordable housing units shall count toward the thirty (30) year restriction period and previously leased Affordable Housing Units converted to ownership shall be restricted only for the remaining portion of such thirty (30) year period.

(i) Prior to executing a purchase and sale agreement or lease, the unit owner/lessor shall pay the City of Danbury a non-refundable fee of \$200.00, which fee may be increased, from time to time, as requested by the City of Danbury, as is necessary to cover its reasonable costs incurred in ensuring and verifying that all sales, resales and leases concerning the affordable units occur in compliance with all affordability restrictions contained in this contract and all applicable Sections of the Connecticut General Statutes, Regulations of Connecticut State Agencies and Regulations as presently exist and as may be amended from time to time.

(j) The authorized agent of the ZEO for the purpose hereof, may include the Health Department, n/k/a Department of Health, Housing and Welfare or its agent of the City of Danbury. The authorized agent of the Health Department n/k/a Department of Health, Housing and Welfare or its agent for the purpose hereof, may include NP Rentals and Management, LLC or any other person(s) or entity retained to perform a similar function.

Notwithstanding anything herein to the contrary, the Applicant shall not be required to conform to any regulation to which it is not required to conform under the applicable Affordable Housing Regulations of the Connecticut General Statutes.

**4. RECORDATION:**

Victorian Associates, L.L.C. shall record this Agreement on the Land Records of the City of Danbury and provide evidence of recordation to the Office of the Corporation Counsel no later than (10) days after it has been approved and executed by both of the parties to this Agreement.

**5. INCORPORATION BY REFERENCE:**

The provisions of Section 4.B.7 of the City of Danbury Zoning Regulations and the terms and conditions of the approval of the Planning Commission of the City of Danbury set forth as Exhibit D of this Contract are hereby incorporated by reference.

Dated: \_\_\_\_\_, 2009

**THE APPLICANT**  
VICTORIAN ASSOCIATES, L.L.C.

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

By: \_\_\_\_\_  
ROBERT D. BOTELHO, its Managing  
Partner, Duly Authorized

**SCHEDULE B**

**AFFIDAVIT OF PURCHASER/LESSEE**

**VICTORIAN ASSOCIATES, L.L.C. CONDOMINIUMS**

**CONFIDENTIAL - NOT SUBJECT TO DISCLOSURE UNDER  
THE CONNECTICUT FREEDOM OF INFORMATION ACT**

DATE: \_\_\_\_\_

TO: Zoning Enforcement Officer and the Health Department, n/k/a Health Department n/k/a Department of Health, Housing and Welfare or its agent, of the City of Danbury

FROM: Unit # \_\_\_\_\_, Victorian Associates, L.L.C. Condominiums, Danbury, Connecticut, property

Proposed Closing date (if sale) / Commencement of Lease (if rental): \_\_\_\_\_  
(Must be at least 35 days after submission of this Affidavit)

I/We hereby attest to the following:

I/We intend to purchase or lease an "Affordable Housing Unit" as defined in Connecticut General Statutes Section 8-39a.

I/We understand that there are certain restrictions governing the sale, lease and re-sale of such Affordable Housing Units, including income limits.

1. The total purchase price for the above property is \$ \_\_\_\_\_
2. The monthly rent for the property is \$ \_\_\_\_\_
3. Amount of down payment is \$ \_\_\_\_\_
4. The area median income of the City of Danbury is \$ \_\_\_\_\_  
(Verification Attached)
5. I/We hereby certify to the City of Danbury that our income of \$ \_\_\_\_\_ is equal to or less than the area median income for the City of Danbury (as determined by the U.S. Department of Housing and Urban Development). "Income" shall mean "adjusted gross income, as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes." I/we agree to provide verification of income by providing complete signed copies of the form 1040 Federal Income Return filed for the tax

year preceding the date of this affidavit to the City of Danbury Health Department, n/k/a Health Department n/k/a Department of Health, Housing and Welfare or its agent. I/We agree to file copies of additional 1040 returns and back up documentation if requested by the City of Danbury Health, Housing and Welfare Department.

6. The following is a listing of the anticipated annual housing expenses for the property:

Mortgage or rent payments	**	\$	
Real Estate taxes		\$	
Casualty insurance		\$	
Sewer charges		\$	
Water charges		\$	
Community Association charges		\$	
Electricity (estimate)*		\$	
Heat (estimate)*	_____	\$	_____
<b>Total:</b> (Must not exceed 30% of the amount on line #4 above)		\$	_____

\* TO BE BASED ON HUD FIGURES AVAILABLE FROM THE CITY OF DANBURY DEPARTMENT OF HEALTH & HOUSING.

\*\* Monthly rent payments do not include utilities.

- 7. I/We intend to occupy the Affordable Housing Unit as my/our principal residence.
- 8. I/We have applied for a mortgage loan from the following lender:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City                      State                      Zip Code

- 9. I/We hereby authorize the Zoning Enforcement Officer to furnish a copy of this Affidavit to my/our proposed lender,
- 10. Attached to this Affidavit are copies of the following documents:
  - (a) Contract between the seller and purchaser;
  - (b) Proposed Deed;
  - (c) Proposed Lease/sublease or assignment of lease;
  - (d) Copies of signed 1040 return(s) filed for the preceding tax year.

- 11. I/We acknowledge and understand that any resale price will be calculated in accordance with the formula contained in Schedule E of this contract and that the sales price may or may not be increased upon the resale of this unit. I/We also understand that the resale index is based upon HUD median income calculations which may or may not increase from year to year.
  
- 12. I/ WE ACKNOWLEDGE AND AGREE THAT IF THE AFFORDABLE HOUSING UNIT BEING LEASED, SUBLEASED OR IF SUCH LEASE HAS BEEN ASSIGNED, THAT THE TENANT/SUBTENANT OR ASSIGNEE SHALL PROVIDE DOCUMENTATION OF THE ANNUAL INCOME OF THE PERSON OR FAMILY WHO WILL OCCUPY THE UNIT AND OF COMPLIANCE WITH APPLICABLE RENT LIMITATIONS TO THE CITY OF DANBURY HEALTH DEPARTMENT, N/K/A DEPARTMENT OF HEALTH, HOUSING AND WELFARE OR ITS AGENT NO LATER THAN JANUARY 31<sup>ST</sup> OF EACH CALENDAR YEAR. I/WE ARGEE THAT AS LESSEES OF AN AFFORDABLE HOUSING UNIT, I/WE SHALL NOT EXECUTE A SUBLEASE OR ASSIGMENT OF LEASE PRIOR TO ANY NEW TENANT RECEIVING VERIFICATION OF ELIGIBILITY TO LEASE SAID AFFORDABLE HOUSING UNIT FROM THE CITY OF DANBURY.

I/We make this Affidavit under penalty of perjury.

\_\_\_\_\_  
Purchaser / Lessee

\_\_\_\_\_  
Purchaser / Lessee

Subscribed and sworn to, before me, this      day of      , 2009 .

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires \_\_\_\_\_

**SCHEDULE C****DESIGNATION AND PHASING OF AFFORDABLE HOUSING UNITS****Sale/Rental Units:**

As shown on the Site and Subdivision Plan for the Row House Development, as on file, the Housing Opportunity Units will be identified as follows:

- 1-Bedroom Units:** Unit 204 (in Proposed Building #2, Phase II)  
Unit 407 (in Proposed Building #4, Phase II)  
120 Osborne Street (third floor unit in multi-family dwelling, Phase IV)
- 2-Bedroom Unit:** Unit 303 (in Proposed Building #3, Phase III)
- 3-Bedroom Unit:** Unit 501 (in Proposed Building #5, Phase IV)

**SCHEDULE E**

**SALES PRICE**

The maximum sales price of the Affordable Housing units shall not exceed \$256,490 for a one-bedroom unit, \$330,245 for a two-bedroom unit, and \$399,000 for a three-bedroom unit (the "Initial Sale Price"); and the maximum monthly rental of the Affordable Housing units shall not exceed \$1,800/month for a one-bedroom unit, \$2,200/month for a two-bedroom unit, and \$2,580 for a three-bedroom unit (the "Initial Rental Price"), provided that the sales/rental price may be reasonably periodically increased as follows:

- (1) The initial sales/rental price of an affordable housing unit shall be adjusted by the resale index (Index"). The Index shall mean the calculated percentage of change in the Danbury median income using the income guidelines as published by HUD. Said measure shall be calculated from the time of the initial sale or rental to the time of the resale or new rental. The initial sale/rental price shall be multiplied by the resale index to establish the maximum resale price or new rent amount.
- (2) The City, by approval of the Common Council, in its discretion, after recommendation and review by the Health Department, n/k/a Department of Health, Housing and Welfare or its agent, may revise the method of determining the maximum resale/rental price as set forth herein, if due to any substantial changes by HUD to the methodology used in determining the Danbury median income, the Council finds that comparison over time is not accurate or meaningful.

**SCHEDULE F**

PROPOSED

WARRANTY DEED

**VICTORIAN ASSOCIATES, L.L.C., a limited liability company organized and existing under the laws of the State of Connecticut, acting herein by Robert D. Botelho, its Managing Partner duly authorized, for consideration paid, grants to \_\_\_\_\_, AS JOINT TENANTS, with Warranty Covenants**

Said premises are also conveyed subject to the following:

1. As to unit(s) \_\_\_\_, terms and conditions of "Contract between Victorian Associates, L.L.C. and the City of Danbury, Affordable Housing Application," which contract is recorded in Volume \_\_\_\_ at Page \_\_\_\_ of the Danbury Land Records, which contract requires that the premises be sold or rented at or below, prices which will preserve the premises as affordable housing as defined in C.G.S. Sec. 8-39a, as the same shall be amended from time to time for a period of thirty (30) years after the issuance of a Certificate of Zoning Compliance for the premises .
2. Any and all provisions of any zoning, planning or other ordinance, municipal regulation or public or private law.
3. Taxes of the City of Danbury hereinafter due and payable, which taxes the grantee assumes and agrees to pay.

Signed and dated at Danbury, Connecticut, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Witnessed By: VICTORIAN ASSOCIATES, L.L.C.

By \_\_\_\_\_  
Robert D. Botelho, Its Managing Partner

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by Robert D. Botelho, Managing Partner of Victorian Associates, L.L.C. a Connecticut limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
 Commissioner of Superior Court  
 Notary Public / My Commission Expires: