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195 Church Street  
New Haven, CT 06510

May 25, 2022

**VIA Hand Delivery**

City of New Haven  
Attn: Cathy Carbonaro-Schroeter  
165 Church Street  
3<sup>rd</sup> Floor  
New Haven, CT 06512

Re: LISHTA Tax Abatement Application – 660 Winchester Avenue

Dear Ms. Carbonaro-Schroeter:

Following up on our discussion of the 660 Winchester Avenue New HOPE project sponsored by Christian Community Action, Inc. (“CCA”), enclosed are six (6) copies of the LISHTA application and supporting documentation in accordance with the instructions and guidance that you provided.

We understand that the next step in this process is for the applications to be referred to the Tax Abatement Review Committee and to the Tax Abatement Committee of the Board of Alders.

As discussed, CCA is currently conducting outreach to identify potential candidates to lease a unit at the property and to participate in the New HOPE program and plans to have the first residents occupy the building by July 15.

We appreciate your guidance and assistance in this process. Please let us know if there is any additional action or information that you require from us.

Sincerely,



Gregg T. Burton



**CITY OF NEW HAVEN APPLICATION FOR TAX ABATEMENT  
FOR LOW INCOME, MULTI-FAMILY RESIDENTIAL DEVELOPMENTS**

**I. APPLICANT INFORMATION**

- A. APPLICATION DATE: May 25, 2022
- B. APPLICANT NAME: Christian Community Action, Inc.
- C. IF DIFFERENT, OWNER'S NAME: 660 Winchester LLC  
New Housing Opportunities Purpose and Expectations (HOPE) Program -
- D. PROJECT NAME: 660 Winchester
- E. PROJECT ADDRESS(S): 660 Winchester Avenue, New Haven, Connecticut
- F. KEY CONTACT INFORMATION:
- Name: Rev. Bonita Grubbs
- Title: Executive Director
- Address: 168 Davenport Avenue
- Phone Number: 203-777-7848
- Email: bgrubbs@ccahelping.org

**II. APPLICATION SUMMARY**

- A. Project Type:
- ☒ Renovation of Existing Structure
- ☐ New Construction
- ☐ Conversion of existing commercial, industrial or mixed income property
- ☐ Existing multi-family dwelling(s)
- B. Total Number of Units: 19 Total Number of Buildings: 1
- C. Total Number of Affordable Units: 19

D. Percentage of Affordable Units: 100%

E. Will Affordable Units be subsidized with federal or state or local rent subsidies, i.e. Project Based Section 8, RAP, etc.? X Yes        No

If yes, provide documentation in Exhibit 12.

F. Description of the Property for which the tax exemption is sought, identified by metes and bounds, tax map block and lots and corresponding street address, including a surveyor plotting from the tax map; See Exhibit II.F - Property to be ground leased and declared as a condominium (draft documents attached). Application is solely as to residential condo unit, which includes all residential units.

G. A copy of the deed or lease as applicable. If the Property is not owned or leased at the time of application, the applicant shall provide a copy of the contract to purchase or the proposed form of lease. See Exhibit II.G

### III. PROJECT SUMMARY

A. Statement of the nature of the proposed project: low and moderate income housing, market rate residential, commercial, industrial, etc., and whether the Property is to be owned or leased.

See Exhibit III.A

B. Proposed term or duration of the tax exemption is X 15 years or        17 years (per Sec. II: Tax Abatement Agreements, Para. 3).

C. A detailed description of the improvements to be made to the Property, including approved site plans and, if appropriate, architectural drawings; See Exhibit III.C

D. Estimate of the total cost of the project, including an estimate of construction costs, certified by a qualified architect, engineer, general contractor, or 3<sup>rd</sup> party construction estimator; See Exhibit III.D

E. Fiscal plan outlining the schedule of annual gross revenue or gross shelter rents, the estimated expenditures for operation and maintenance, interest, amortization of debt and all reserves.

See Exhibit III.E

F. A construction schedule indicating a certain commencement date which must occur no later than one (1) years from the date of the application. Not applicable.

Renovations completed. See Exhibit III.A

G. Copies of all government approvals such as zoning, city plan, etc. granting the Project final site plan approval; See Exhibit III.G

H. Disclosure statements as to all parties, including principals, partners, parent and subsidiary companies, having any interest in the Property or the Project or any other Financial Agreements then in force and effect in which any of such parties have any interest; See Exhibit III.H

I. If new construction, conversion or significant renovation project, the Developer's good faith estimate of the number and type of temporary jobs to be created by the Project during construction and the number and type of permanent jobs to be created by the Project within one year after construction is completed.

Not Applicable.

- J. The Applicant for new construction, conversion or significant renovations projects shall also set forth the proposed Project Employment Plan of the Developer and a certification by the Developer that such plan complies with the City's employment policies; Not applicable; construction completed.
- K. Certification by the Developer that he/she confirms the accuracy of all information contained in the application and that the information is true and correct to the best of the Developer's knowledge. The certification shall contain the original signature of the Developer notarized or witnessed. In the case of a corporation, the Developer shall submit a notarized corporate resolution, with the seal of the corporation and the signature of the Secretary of the corporation, authorizing the signatory to bind the corporation or similar bona fide evidence of authorization. In the case of a partnership the Developer shall submit a copy of the partnership agreement, certified to be a full force and effect, authorizing the signatory to bind the partnership. In the case of a limited liability corporation or any other lawful business organization, the Developer shall submit other similar bona fide evidence of the signatory's authority; and See Exhibit III.K
- L. Payment in full of the applicable application fee payable to the Controller. This fee is found in the New Haven Code of General Ordinances, Article XX: Section 17-201: Permit Licenses and User Fees.

#### IV. REQUIRED DOCUMENTATION

- A. Unless otherwise provided by the Applicant in response to previous requests for information in the application, the Applicant shall provide the City with the following information as part of request for a Tax Abatement. Additional information may be requested as deemed necessary by the Board of Alderman or the City for part of their review of the applicants request for tax abatement.

- ☒ 6 copies of application and all required documentation with tabs labeled with appropriate Exhibit identified.
- ☒ Exhibit 1: Project Summary Response. See Exhibit III.A
- ☒ Exhibit 2: Organizational Documents including Certificate of Incorporation, Articles of Incorporation, etc. See Exhibit IV.A.2
- ☒ Exhibit 3: Certificate of Good Standing. See Exhibit IV.A.3
- ☒ Exhibit 4: Evidence of site control by the applicant (Deed, Option/Purchase Sale Agreement) if Applicant does not yet have ownership of the property. See Exhibit II.G
- ☒ Exhibit 5: Copy of recorded Affordable or Restrictive Covenants, if applicable. Not applicable. Affordability will be governed by the terms of the Housing Assistance Payments contract for Section 8 subsidies
- ☒ Exhibit 6: Evidence that Property and all real estate owned by principal(s) are current on New Haven taxes. See Exhibit IV.A.6
- ☒ Exhibit 7: Development budget for new construction, conversion and significant renovations projects to include all sources, method and amount of money to be subscribed through public or private capital, to fund the construction of the Project, including the amount of stock or other securities to be issued therefore, or the extent of capital invested and the proprietary or

See Exhibit III.D



ownership interest obtained in consideration therefore. Documentation of all commitment letters is required.

- ☒ Exhibit 8: Three (3) year proforma assumptions for the development. See Exhibit III.E
- ☒ Exhibit 9: If the applicant is requesting an abatement for a scattered site multifamily rental, than the Applicant must provide proforma, budget and tax information for each property that is requesting an abatement form and provide the Board of Alders and the City with a consolidated set of budget, proforma and financial information for the properties for which the abatements are being requested. Not applicable.
- ☒ Exhibit 10: Corporate resolution authorizing the Development to enter into a tax abatement agreement with the City of New Haven. See Exhibit IV.A.10
- ☒ Exhibit 11: Attach, any and all, letters of support. Not applicable.
- ☒ Exhibit 12: Documentation of any rental subsidies, if applicable.

See Exhibit IV.A.12

## EXHIBIT II.F

### Legal Description of Property

#### SCHEDULE A PROPERTY DESCRIPTION

*Pg 1 of 2*  
All that certain piece or parcel of land situated in the Town of New Haven, County of New Haven and State of Connecticut known as Parcel SS-2 and bounded and described as set forth below.

Reference is hereby made to a map prepared by Clarence Blair Associates, Inc., New Haven, Connecticut and entitled, "Parcel SS-2, Property Surveyed for New Haven Redevelopment Agency, Ivy Street School, Winchester Avenue and Ivy Street, New Haven, Connecticut", Scale: one inch equals twenty feet, dated September 7, 1982 and revised December 20, 1988 and March 22, 1989.

Beginning at a point marking the intersection of the westerly street line of Winchester Avenue with the northerly street line of Ivy Street, said point having Connecticut Grid System coordinates of North 180,558.19 and East 551,364.97;

Thence bearing North 74 degrees 43 minutes 47 seconds West along the said northerly street line of Ivy Street, a distance of 401.59 feet;

Thence bearing North 14 degrees 32 minutes 20 seconds East along land now or formerly of the City of New Haven, a distance of 147.89 feet;

Thence bearing South 72 degrees 20 minutes 10 seconds East along land now or formerly of Liston B. Cooper, a distance of 35.00 feet;

Thence bearing South 75 degrees 14 minutes 00 seconds East along land now or formerly of Louis Lerman, City of New Haven, Herbert and Essie V. Watson, each in part, a distance of 130.02 feet;

Thence bearing North 14 degrees 56 minutes 40 seconds East along land now or formerly of Herbert and Essie V. Watson, a distance of 3.00 feet;

Thence bearing South 74 degrees 52 minutes 55 seconds East along land now or formerly of Herbert and Essie V. Watson and Emmitt Crenshaw, each in part, a distance of 84.39 feet;

Thence bearing North 14 degrees 24 minutes 15 seconds East along land now or formerly of Emmitt Crenshaw, a distance of 2.00 feet;

Thence bearing South 74 degrees 55 minutes 20 seconds East along land now or formerly of Carolyn S. Ward, a distance of 50.00 feet;

Thence bearing North 14 degrees 24 minutes 15 seconds East along land now or formerly of Carolyn S. Ward, a distance of 1.00 foot;

Thence Bearing South 73 degrees 31 minutes 55 seconds East along land now or formerly of Arthur F. Cogswell, a distance of 106.00 feet;

Thence bearing South 15 degrees 57 minutes 08 seconds West along the said westerly street line of Winchester Avenue, a distance of 151.75 feet to the point and place of beginning.

## Draft Ground Lease & Condominium Declaration

The property at 660 Winchester Ave. will be ground leased by Christian Community Action, Inc. ("CCA") to 660 Winchester LLC ("Owner LLC"), (attached is the final draft of the ground lease). CCA will be the 99.99% member of Owner LLC and an affiliate of the Housing Authority of the City of New Haven will be the 0.01% member. As ground tenant under the Ground Lease, the Owner LLC will declare the property as a condominium with two (2) units (attached is the final draft of the declaration of condominium). The first unit is the Residential Unit which will comprise the floors above the first floor and includes all residential space and units in the building. The second unit is the Commercial Unit and will include all non-residential space in the building. The Residential Unit will be owned Owner LLC, but will be operated and managed by CCA. The Commercial Unit will be owned by CCA. This application concerns the Residential Unit only. The Commercial Unit will continue to be owned by CCA and used for its non-profit, tax exempt, purpose and is expected to continue to be exempt from property taxes on that basis.

See attached draft Ground Lease and draft Declaration of Condominium.

**CCA GROUND LEASE AGREEMENT**

**NEW HAVEN, CONNECTICUT**

**LANDLORD:**

Christian Community Action, Inc.

168 Davenport Avenue  
New Haven, Connecticut 06519

**TENANT:**

660 Winchester LLC

168 Davenport Avenue  
New Haven, Connecticut 06519

as of \_\_\_\_\_, 2022

**CCA GROUND LEASE  
BETWEEN CHRISTIAN COMMUNITY ACTION, INC.  
AND 660 WINCHESTER LLC**

**BASIC LEASE INFORMATION**

**DATE:** As of \_\_\_\_\_, 2022

**LANDLORD:** CHRISTIAN COMMUNITY ACTION, INC.

**TENANT:** 660 WINCHESTER LLC, a Connecticut limited liability company

**PREMISES:** CERTAIN PREMISES SITUATED IN THE CITY OF NEW HAVEN, COUNTY OF NEW HAVEN, STATE OF CONNECTICUT, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"

**RENT:** \$10.00

**COMMENCEMENT DATE:** As of \_\_\_\_\_, 2022

**TERM:** THE EARLIER OF (A) THE 75- YEAR PERIOD BEGINNING ON THE COMMENCEMENT DATE AND ENDING ON \_\_\_\_\_, 2096 OR THE TERMINATION OF THE HAP CONTRACT.

**LANDLORD'S ADDRESS FOR NOTICES:** 168 DAVENPORT AVENUE  
NEW HAVEN, CT 06519  
ATTN: \_\_\_\_\_

**TENANT'S ADDRESS FOR NOTICES:** 168 DAVENPORT AVENUE  
NEW HAVEN, CT 06519  
ATTN: \_\_\_\_\_

The Basic Lease Information is part of the Lease; however, if any of the Basic Lease Information contradicts any provision of the Lease, the provisions of the Lease will prevail.

## CCA GROUND LEASE AGREEMENT

THIS CCA GROUND LEASE AGREEMENT (the "Lease") effective as of \_\_\_\_\_, 2022 is by and between CHRISTIAN COMMUNITY ACTION, INC., a Connecticut non-stock corporation with an office located at 168 Davenport Avenue, New Haven, Connecticut 06519 ("Landlord"), and 660 WINCHESTER LLC, a Connecticut limited liability company with a principal place of business located at 168 Davenport Avenue, New Haven, Connecticut 06519 ("Tenant").

### ARTICLE 1 - RECITALS

WHEREAS, Landlord is an ecumenical social service organization formed as a Connecticut non-stock corporation, qualified as tax exempt under Section 501(c)(3) of the Internal Revenue Code of the United States, which provides emergency services, and transitional housing to those who are homeless or at risk of homelessness in New Haven; and

WHEREAS, Landlord is the fee simple owner of the land and improvements located thereon, located in the City of New Haven, County of New Haven and State of Connecticut, all as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "Demised Premises"); and

WHEREAS, the building (the "Building") located on the Demised Premises consists of approximately \_\_\_\_\_ square feet of office space, and nineteen (19) residential apartment units; and

WHEREAS, Landlord plans to utilize the office space in the Property exclusively for carrying out Landlord's charitable purposes, consistent with the requirements of Connecticut General Statutes Section 12-81(7); and

WHEREAS, Landlord plans to operate a new program at the Demised Premises known as the Higher Opportunities Purpose and Expectations (HOPE) program (the "Program"), which is a pilot and non-traditional supportive housing program which will provide onsite housing and supportive services to 18 families for 24 to 36 months and aftercare services for up to one year after exiting and securing permanent housing; and

WHEREAS, the Program will focus on families that are homeless or at risk of homelessness and meet specified income guidelines, who are willing to increase their income, seek, secure and retain full time employment and fully participate in the specified guidelines to move closer to independence which in turn, will create a successful exit to permanent housing; and

WHEREAS, Landlord has determined to operate the Program in collaboration with the Housing Authority of the City of New Haven ("HANH") as part of HANH's Moving to Work Program ("MTW Program") ; and

WHEREAS, HANH's MTW Program permits HANH to make Section 8 Vouchers available to affiliated entities of HANH on a non-competitive basis;

WHEREAS, simultaneously herewith HANH's instrumentality and affiliated entity, The Glendower Group, Inc. ("Glendower"), and Landlord have caused to be formed Tenant, a single purpose entity in which Glendower's affiliated entity and Landlord will be member; and

WHEREAS, Landlord wishes to ground lease the Demised Premises to Tenant and Tenant wishes to ground lease the Demised Premises from Landlord pursuant to the provisions of this Lease; and

WHEREAS, in connection with the operation of the Program, Tenant has obtained a project based Section 8 Contract (the "HAP Contract") for eighteen (18) of the units from HANH; and

WHEREAS, Landlord has agreed to permit Tenant to subject the Demised Premises to a condominium and create thereby two condominium units, one (1) comprising all of the office space in the Building, and one comprising all nineteen (19) of the residential apartment units in the Building.

NOW, THEREFORE, in consideration of these presents, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby enter into this Lease on the terms and conditions set forth herein.

## ARTICLE 2 - DEFINITIONS

Capitalized terms used in this Lease shall have the meanings referred to below.

Section 2.7 "Commencement Date" - See Basic Lease Information

Section 2.12 "Cooperation Agreement" - shall mean that certain agreement by and among the City of New Haven, Landlord, The Glendower Group, Inc. and Tenant dated \_\_\_\_\_, 2021, governing the Demised Premises.

Section 2.14 "Demised Premises" – See Article 1.

Section 2.15 "Environmental Laws" – See Section 11.6

Section 2.17 "Event of Default" - See Section 18.2

Section 2.19 "Governmental Authorities" - See Section 4.2

Section 2.20 "HAP Contract" shall mean the Housing Assistance Payments Contracts by and between the Housing Authority of the City of New Haven and Tenant with respect to eighteen (18) of the residential units in the Demised Premises.

Section 2.22 "Hazardous Materials" – See Section 11.6

Section 2.25 "Landlord" - See Preamble

Section 2.26 "Lease" - See Preamble

Section 2.38 “Permitted Use” - See Section 10.1

Section 2.50 “Rent” - shall have the meaning set forth in the Basic Lease Information section of this Lease.

Section 2.55 “Tenant”- See Preamble

Section 2.56 “Term” - See Section 6.1

Section 2.58 “Transfer” - See Section 12.1

### ARTICLE 3 - DEMISE OF LEASEHOLD INTEREST

Section 3.1 Lease to Tenant. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Demised Premises, upon the terms and conditions stated herein. The Demised Premises are leased (a) subject only to (i) any state of facts an accurate survey of the Demised Premises would show, (ii) any state of facts a personal inspection would show, (iii) rights, easements and restrictions of record, (iv) present and future zoning laws, ordinances, resolutions and regulations of any governmental authority and all present and future ordinances, statutes, laws, regulations and orders of all boards, bureaus, departments, agencies, commissions and bodies of any municipal, county, state or federal sovereign, and (v) the effect of all present and future municipal, state or federal laws, orders and regulations relating to the Tenant, sub-lessees or occupants of the Demised Premises; and (b) with the right to pass and repass over all existing and future ways and public areas located on, in or appurtenant to the Demised Premises, and the right to use such other portions of the Demised Premises and all utilities and service conduits and facilities thereon. Landlord hereby consents to Tenant's subjecting of the Demised Premises to a condominium as described in the recitals of this Lease.

Section 3.2 Services by Landlord. Landlord is not and shall not be required under this Lease to render any services of any kind to Tenant. Nothing herein shall modify the terms of any separate agreement between Tenant and Landlord.

Section 3.3 Quiet Enjoyment. Tenant, upon paying the rent and other charges herein provided for and observing and keeping all covenants, agreements, and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this Lease without hindrance or molestation by anyone claiming by or through Landlord, subject, however, to the exceptions, reservations, and conditions of this Lease.

### ARTICLE 4 - IMPROVEMENTS

Section 4.1 Improvements. Tenant or its successors and assigns shall operate the eighteen (18) units in the Demised Premises in accordance with the terms and conditions of the HAP Contract and shall provide the Services to the residences thereof.

Section 4.2 Compliance with Laws. The Demised Premises shall be operated in conformance with all applicable laws, ordinances, codes, orders, rules and regulations of all governmental authorities, agencies or departments having jurisdiction thereof (collectively,



“Governmental Authorities”), including, insofar as applicable, HANH, HUD, and the City of New Haven (the “City”).

Section 4.3 Approvals, Permits and Licenses. Tenant shall apply for, assume all costs of and prosecute, with reasonable diligence, all necessary approvals, permits and licenses required for the use, operation, and occupancy of the Demised Premises. Landlord agrees to cooperate with and publicly support Tenant’s efforts to obtain such permits and licenses as may be required to effectuate the requirements of this Lease. If required, Landlord shall consent and allow Tenant to apply for and prosecute, with reasonable diligence, all necessary approvals, permits and licenses required for the use, operation, and occupancy of the Demised Premises, in the name of Landlord, at Landlord's sole cost and expense.

## ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

Section 5.1 Landlord’s Representations and Warranties. Landlord hereby represents and warrants to Tenant that

- (a) Landlord has full right, power, and authority to make, execute, deliver, and perform its obligations under this Lease. Landlord has obtained all required and necessary consents and approvals to enter into this Lease with Tenant. The entry by Landlord into this Lease with Tenant and the performance of all of the terms, provisions and conditions contained herein does not and will not violate or cause a breach or default under any agreement or obligation to which Landlord is a party or by which it is bound.
- (b) There are no tenants, lessees or other occupants of the Demised Premises having any right or claim to possession or use of the Demised Premises.
- (c) There are no unpaid special assessments of which Landlord has received notice, or of which Landlord is otherwise aware for sewer, sidewalk, water, paving, gas, electrical or utility improvements or other capital expenditures, matured or unmatured, affecting the Demised Premises.
- (d) Landlord is not be obligated under any contract, lease, or agreement, oral or written, with respect to the ownership, use, operation, management, maintenance, lease, sale, or financing of the Demised Premises.
- (e) There is no action, suit, litigation, or proceeding pending or, to Landlord’s knowledge, threatened against Landlord which could prevent or impair Landlord’s entry into this Lease and/or performance of its obligations hereunder.
- (f) The person signing this Lease on behalf of Landlord is duly and validly authorized to do so.
- (g) There are no Hazardous Materials or underground storage tanks located in, on or under the Demised Premises, and no notice from any governmental

authority or any person has ever been issued to Landlord, its agents or employees, claiming any violation of any Environmental Law with respect to the Demised Premises.

- (h) Landlord is the fee simple owner of the Demised Premises free and clear of all liens and encumbrances except as set forth in Exhibit B attached hereto and incorporated herein by this reference, and Landlord covenants and agrees that it shall not mortgage or otherwise encumber all or any portion of its fee interest in the Demised Premises without the prior written consent of Tenant.

Section 5.2    Tenant's Representations and Warranties.    Tenant hereby warrants and represents to Landlord that:

- (a) Tenant is a duly organized, lawfully existing limited liability company validly existing under the laws of the State of Connecticut.
- (b) Tenant has the full right, power, and authority to make, execute, deliver, and perform its obligations under this Lease.
- (c) Tenant's execution and delivery of this Lease has been authorized by all requisite action on the part of Tenant and its Board of Directors, and the execution and delivery of this Lease by Tenant and the performance of its obligations hereunder will not violate or contravene any agreement or obligation to which Tenant is a party or by which it is bound.
- (d) There is no action, suit, litigation, or proceeding pending or, to Tenant's knowledge, threatened against Tenant or any Tenant affiliate which could prevent or impair Tenant's entry into this Lease and/or the full and complete performance of its obligations hereunder.
- (e) The person signing this Lease on behalf of Tenant is duly and validly authorized to do so.

## ARTICLE 6 - TERM

Section 6.1    Term of Lease.    The term of this Lease shall be, unless sooner terminated in accordance with the provisions hereof, for a period commencing upon the Commencement Date and ending on the earlier of (a) the expiration or other termination of the HAP Contract, or seventy-five (75) years from the Commencement date (the "Term").

## ARTICLE 7 - RENT; PURCHASE PRICE

Section 7.1    Rent.    Tenant shall pay the Rent in the amount of \$10.00 to Landlord on the date hereof as full consideration for the leasing of the Premises.

Section 7.2    Payments by Tenant.    Unless otherwise expressly set forth in this Lease, all costs, expenses, liabilities, charges, or other deductions whatsoever with respect to the Demised

Premises and the operation, maintenance, repair, use, or occupation of the Demised Premises, shall be the responsibility of and paid by Tenant.

## ARTICLE 8 - TAXES: OPERATING EXPENSES

Section 8.1 Taxes. Tenant shall pay or, if Tenant fails to pay and Landlord is required to pay therefor, in which case Tenant shall reimburse Landlord for the payment of, any and all real property taxes which are assessed against the Demised Premises by any taxing authority after the Commencement Date and any payments required by the Cooperation Agreement or any cooperation agreement providing for payments in lieu of taxes which may at any time in the future be entered into by Tenant with the City. Landlord shall pay all other local, state, or federal taxes assessed against Landlord, if any; local, state, or federal capital levy of Landlord, if any; or sales, excise, franchise, gift, estate, succession, inheritance taxes, of Landlord, if any.

Section 8.2 Property Operating Expenses. Tenant shall pay or cause to be paid all costs and expenses attributable to or incurred in connection with the operation, maintenance, and repair of the Demised Premises (collectively, "Operating Expenses").

## ARTICLE 9 - INSURANCE

Section 9.1 Tenant's Insurance. Tenant agrees, at its sole expense, to procure and maintain at all times during the term of this Lease the types of insurance specified below, and on the terms specified below, in order to protect Landlord from the liability arising from the negligence of the Tenant, its officers, subcontractors, joint venture, members, partners, agents or employees. The insurance carriers used by Tenant must be authorized to conduct business in the State of Connecticut and shall have a BEST Rating of not less than an "A-" except where noted. The insurance provided shall cover all operations under this Lease, whether performed by Tenant, its agents, or by its subcontractors. In the event of the failure or insolvency of any insurer of Tenant which results in the failure of such insurer to pay for a claim that would otherwise be covered under Tenant's policy of insurance with the same, Tenant shall indemnify and hold Landlord harmless from and against any and all claims, suits, liability and damages which might result therefrom, including but not limited to reasonable attorneys' fees and the costs of defending the same.

- (a) Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Connecticut along with Employer's Liability in an amount of not less than \$1MM/\$1MM /\$1MM.
- (b) Commercial Liability Insurance written on an occurrence form (Primary) and Umbrella Liability (Excess). Tenant shall obtain and maintain Commercial Liability Insurance provided with a limit of not less than One Million Dollars (\$1,000,000) per occurrence with and a per project aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000), with an excess coverage endorsement for \$2,000,000. In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to

Tenant's officers, employees, agents, subcontractors, invitees and guests and their personal property. Landlord shall be endorsed as an additional insured on the Tenant's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to Landlord.

- (c) Property Casualty Insurance. Tenant shall obtain and maintain property casualty insurance on a so-called "all risk" or "special form" basis insuring the Premises for 100% of its replacement cost, including building code compliance. Such insurance shall be primary and non-contributory and shall be endorsed to indicate Landlord as loss payee.
- (d) Automobile Liability Insurance. When any motor vehicles (owned, non-owned and/or hired and for insured/underinsured motorists' coverage) are used in connection with the operation of the Demised Premises, Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. Landlord shall be endorsed as an additional insured on Tenant's policy and such insurance shall be endorsed as primary and non-contributory with any other insurance available to Landlord.
- (e) Excess Liability Coverage. Excess Liability coverage, if applicable, is to follow form of all Primary coverage requirements as outlined above.
- (f) Certificates of Insurance. Prior to the issuing of the Notice to Proceed by the Landlord, Tenant and its construction manager shall furnish Landlord with satisfactory evidence (subject to approval of Landlord) that Tenants and its construction manager have the insurance coverage set forth in clause (b) and clause (c) above which shall name Landlord as an additional named insured. Said policies shall not be canceled or permitted to lapse until final completion and approval of the performance of the Lease, and shall contain a provision that the policy will not be canceled or changed until 30 days after the Landlord has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated.
- (g) Tenant shall advise all insurers of the contract provisions regarding insurance. The failure of Tenant to notify insurers of the contract provisions shall not relieve Tenant from its insurance obligations under this Lease. Nonfulfillment of the insurance provisions shall constitute a breach of this Lease and the Landlord retains the right to stop work until satisfactory evidence of insurance is provided.
- (h) Renewal Certificates of Insurance, requested endorsements, or such similar evidence is to be received by the Purchasing and Contracts Department of Landlord prior to expiration of insurance coverage. At the Landlord's option, non-compliance will result in one or more of the following actions after written notice to Tenant and reasonable opportunity to cure (but no

less than fifteen (15) days): (1) The Landlord shall purchase insurance on behalf of Tenant and will charge back all costs to Tenant; or (2) Tenant shall be immediately removed from the Demised Premises and the Lease terminated.

- (i) If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this Lease and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. Tenant shall maintain coverage for the duration of this Lease. Any extended reporting period premium (tail coverage) shall be paid by Tenant.
- (j) Not less than annually, Tenant shall provide to Landlord certificate of insurance naming Landlord as an additional named insured, and a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that Tenant shall provide Landlord thirty (30) days prior written notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non-renewal.

Section 9.2 Waiver of Insured Claims. Each of Landlord and Tenant hereby waives right of recovery against the other for loss or injury against which the waiving party is protected by insurance, but only to the extent of such insurance required to be maintained hereunder regardless of whether actually maintained.

#### ARTICLE 10 - USE OF DEMISED PREMISES: COVENANTS RUNNING WITH THE LAND

Section 10.1 Permitted Use. Tenant will cause the Demised Premises to be used in a commercially reasonable manner and only for the purposes permitted in this Lease. Without limiting the previous sentence, Tenant will cause a minimum of eighteen (18) residential apartments to be used as affordable rental housing only in the manner permitted by the following, each and to the extent applicable to the residential apartments on the Demised Premises and for so long as such requirements remain in effect in accordance with their respective terms: (i) the HAP Contract, and any modification, renewal, or replacement of the HAP Contract; and (ii) all regulatory requirements in connection with the HAP Contract for the term thereof. Notwithstanding anything to the contrary contained herein, the non-residential portions of the Premises may be occupied on a non-rental basis by non-profit entities that, in furtherance of their charitable purposes, are providing services in support of the residential housing program with the consent of the Landlord, which shall not be unreasonably withheld, conditioned, or delayed. Further, CCA shall be entitled to use a portion of such space not greater than fifty percent (50%) of such space, unless use of a larger portion is agreed to by Tenant, for its administrative offices at no charge to CCA and without adjustment of the rent or additional rent due hereunder

Section 10.2 Compliance with Laws. Tenant shall not use or occupy, or suffer or permit any portion of the Demised Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement. Tenant shall comply with applicable laws and all rules, orders, regulations, and requirements of the board of

fire underwriters or insurance service office, or any other similar body having jurisdiction over the Demised Premises.

## ARTICLE 11 - ENVIRONMENTAL COVENANTS AND INDEMNITIES

Section 11.1 Landlord's Environmental Covenants. Without limitation of any of Landlord's other covenants, agreements and obligations under this Lease, Landlord hereby specifically covenants and agrees to fulfill the responsibilities set forth below with respect to environmental matters:

- (a) Landlord shall comply with all Environmental Laws applicable to Landlord relative to the Demised Premises. All required governmental permits and licenses issued to Landlord and associated with the Demised Premises shall remain in effect or shall be renewed in a timely manner, and Landlord shall comply therewith. All Hazardous Materials present, handled or generated or used by Landlord on the Demised which are removed from the Demised Premises shall be transported and disposed of in a lawful manner.
- (b) Landlord shall provide Tenant with copies of all forms, notices and other information received by or on behalf of Landlord concerning any releases, spills or other incidents relating to Hazardous Materials or any violations of Environmental Laws at or relating to the Demised Premises when and as supplied to any governmental agency.

Section 11.2 Landlord's Environmental Indemnity. Landlord covenants and agrees to indemnify, defend and hold Tenant, its officers, members, employees, agents, contractors and directors free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses (including reasonable attorneys' fees and expenses) which may at any time be imposed upon, reasonably incurred by or asserted or awarded against Tenant in connection with or arising from:

- (a) any Hazardous Materials on, in, or under all or any portion of the Demised Premises; and
- (b) any violation of any Environmental Laws by Landlord at or relating to the Demised Premises and
- (c) Landlord shall be responsible for all costs and expenses associated with the remediation of any Hazardous Materials and shall indemnify and hold harmless Tenant, its partners, officers, directors, employees and agents, from all claims, actions, demands, costs, expenses and attorneys' fees arising out of, attributable to or otherwise occasioned, in whole or in part, by an act or omission of Landlord, its agents, contractors, servants, employees, or invitees.

Section 11.3 Survival. The agreements, representations and warranties of Landlord and Tenant respectively in this Article 11 shall survive the expiration or early termination of this Lease.

Section 11.4 Certain Definitions.

“Environmental Laws” means any applicable present or future federal, state, or local law, ordinance, rule, regulation, permit, license, or binding determination of any governmental authority relating to, imposing liability or standards concerning, or otherwise addressing the environment, health or safety, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (“RCRA”); the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. (“TOSCA”); the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the Clean Water Act, 33 U.S.C. Section 1251 et seq. and any so-called “Superfund” or “Superlien” law; and the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq. (“OSHA”), as each is from time to time amended and hereafter in effect

“Hazardous Materials” means:

- (a) “hazardous substances” as defined by CERCLA;
- (b) “hazardous wastes,” as defined by RCRA;
- (c) any hazardous, dangerous or toxic chemical, waste, pollutant, contaminant or substance (“pollutant”) within the meaning of any Environmental Law prohibiting, limited or otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant;
- (d) petroleum crude oil or fraction thereof;
- (e) any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. Section 2011 et seq. and amendments thereto and reauthorizations thereof;
- (f) asbestos-containing materials in any form or condition; or
- (g) polychlorinated biphenyls in any form or condition.

ARTICLE 12 - ASSIGNMENTS AND TRANSFERS

Section 12.1 Consent Required. Except as expressly provided herein, Tenant shall not, without the prior written consent of Landlord, assign, transfer or otherwise convey this Lease or any interest herein or in the Demised Premises (a “Transfer”). Any attempted assignment by Tenant without such consents, except for a transfer to Landlord, shall be null and void without further action required by Landlord. Without limiting the foregoing provisions of this Section 12.1, the following are permitted by Landlord and shall not require the prior written consent of

Landlord or HUD: (i) subleases of the residential apartments in the Demised Premises to residential tenants.

Section 12.2 Subsequent Assignment. In cases where Landlord's consent is required, Landlord's consent to one Transfer shall not be construed as a waiver of the requirement of its consent to any subsequent Transfer.

### ARTICLE 13 – [INTENTIONALLY OMITTED]

### ARTICLE 14- MAINTENANCE AND REPAIR

Section 14.1 Tenant's Obligations. Tenant shall, at its sole cost and expense, maintain the Demised Premises, reasonable wear and tear excepted, and make repairs, restorations, and replacements to such improvements, including without limitation, the heating, ventilating, air conditioning, mechanical, electrical, elevator, and plumbing systems, structural, roof, walls, and foundations, and the fixtures and appurtenances to the improvements as and when needed to preserve them in good working order and condition, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital, or the fault or not the fault of Landlord, its agents, employees, invitees, visitors, and contractors.

### ARTICLE 15 - ALTERATIONS

Section 15.1 Non-Structural Alterations. Tenant may make any non-structural alterations, additions, or improvements to the Demised Premises, provided they are made consistent with the Improvements currently planned as of the date of this Lease.

Section 15.2 Structural Alterations. Tenant shall obtain the prior written consent of Landlord, which Landlord consent shall not be unreasonably withheld or delayed, for any structural alterations, additions or improvements to the Demised Premises having a cost in excess of \$10,000.

Section 15.3 No Liens. Tenant shall not have any right, authority or power to bind Landlord, Landlord's fee interest in the Demised Premises or any other interest of Landlord in the Demised Premises and will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Demised Premises, for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the development, construction or operation of the Improvements or any change, alteration or addition thereto. Any lien on Landlord's fee interest in the Demised Premises that is not released or bonded over within ninety (90) days after the filing thereof shall constitute an Event of Default under Section 18.2. Landlord shall have the right to remove any and all such liens against the Demised Premises, and to defend any action against the same, and Tenant shall have the right to join the Landlord in any such proceedings or reimburse Landlord for the cost of such removal, the costs of defending the same, including, but not limited to, attorney's fees in connection therewith.



## ARTICLE 16 - SURRENDER

Section 16.1 Expiration of Term. At the end of the Term of this Lease (whether upon the expiration or other termination in accordance with the provisions hereof), Tenant shall surrender the Demised Premises in their then “as-is” condition.

## ARTICLE 17 - CASUALTY; CONDEMNATION

Section 17.1 Restoration , Casualty, or Condemnation. If any act or occurrence of any kind or nature (including any taking by condemnation or any casualty) shall result in damage to or loss or destruction of the Demised Premises, in whole or in part, to the extent that insurance proceeds or condemnation proceeds and other funds, if any, made available permit, subject to the provisions of this Section 17.1, Tenant shall promptly cause the restoration, reconstruction, and/or repair of the Demised Premises as nearly as possible to its value, condition and character immediately prior to such taking or casualty. Provided that available insurance proceeds are sufficient to restore the Premises, Landlord shall make available to Tenant all insurance proceeds actually received, less any costs of collection of such proceeds. If such proceeds are insufficient to restore the Premises, this Lease shall be terminated and Landlord shall be entitled to retain all insurance proceeds, and Tenant shall be relieved of its obligations set forth in this Section 17.1.

## ARTICLE 18 - DEFAULT; REMEDIES

### Section 18.1 Landlord’s Right to Perform.

- (a) Landlord’s Option. If Tenant fails to pay when due amounts payable under this Lease or to perform any of its other obligations under this Lease within the time permitted for its performance, then Landlord, after thirty (30) days’ prior written notice to Tenant (may (but will not be required to) pay such amount or perform such obligation.

Section 18.2 Events of Default. At the option of Landlord, the occurrence of any of the following events shall constitute an Event of Default by Tenant:

- (a) Subject to excusable delays described in Section 18.5 hereof, Tenant vacates or abandons the Demised Premises for a period of more than thirty (30) consecutive days;
- (b) This Lease or the Demised Premises or any part of the Demised Premises, are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant, or claimant against Tenant, and such attachment is not discharged or bonded within ninety (90) days after its levy;
- (c) Tenant makes any assignment in violation of this Lease which is not cured within thirty (30) days after notice thereof to Tenant;

- (d) As a result of the action or inaction of Tenant, a lien is placed on the Demised Premises or any portion thereof or any interest therein, that is not released or bonded over within ninety (90) days after the filing thereof; or
- (e) The failure by Tenant to observe or perform any other provision of this Lease to be observed or performed by Tenant, if such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that it cannot be cured within such thirty (30) day period, no default shall be deemed to exist if Tenant commences the curing of the default promptly within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

Section 18.3 Landlord's Right To Terminate Upon Tenant Default. In the event of any default by Tenant as provided in Section 18.2 above, Landlord shall have the right without further notice or demand, to terminate this Lease and Tenant's right to possession of the Demised Premises. Notwithstanding anything to the contrary contained herein, in no event shall Tenant be declared in default under this Lease so long as Tenant, or its permitted successors and assigns, is an affiliate of the Landlord.

Section 18.4 Excusable Delays. Tenant's rights hereunder shall not be terminated and Tenant shall not be in default hereunder if a delay in Tenant's performance of its obligations under this Lease arises from unforeseeable causes beyond the reasonable control and without the fault or negligence of Tenant. Examples of such causes include (a) acts of God or public enemy, (b) acts or failure to act of Landlord, HUD, or other governmental entity in either its sovereign or contractual capacity, (c) acts or failure to act of another contractor in the performance of a contract with Landlord, which delays are not attributable to the failure of Landlord to satisfy its obligations to the same, (d) fires, (e) floods, (f) epidemic(s) or pandemic(s), (g) quarantine restrictions, (h) strikes or labor disputes, (i) freight embargoes, (j) unusually severe weather, and (k) delays caused by litigation that is not within the control of Tenant or those whom Tenant controls.

## ARTICLE 19 - MISCELLANEOUS

Section 19.1 Recordation. Landlord and Tenant shall record a Memorandum of this Lease in the Land Records of the City of New Haven. At the expiration of the Term, Landlord and Tenant shall execute a quit claim termination of Tenant's interest in this Lease.

Section 19.2 No Waiver. No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the Term will be deemed an acceptance of a surrender of the Demised Premises, and no agreement to accept such surrender will be valid unless in writing signed by Landlord.

Section 19.3 Joint and Several Liability. If Tenant or Landlord is composed of more than one signatory to this Lease, each party will be jointly and severally liable with each other party for

payment and performance according to this Lease: provided, however, in no event shall any member/manager have any direct liability for any obligation set forth in this Lease.

Section 19.4 Captions, Exhibits, Gender, Etc. The captions are inserted in this Lease only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Lease. The exhibits to this Lease are incorporated into this Lease and are a part hereof. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.

Section 19.5 Entire Agreement. This Lease, including all attached exhibits, contains the entire agreement between Landlord and Tenant with respect to its subject matter. Except for those which are specifically set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease. I

Section 19.6 Amendment. This Lease may be amended only by a written instrument executed by Landlord and Tenant, the approval of which both Landlord and Tenant mutually agree not to unreasonably withhold, delay or condition. No amendment shall impair the obligations of Tenant to operate the Demised Premises in accordance with the HAP Contract.

Section 19.7 Severability. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected and shall continue in full force and effect; and in lieu of each provision found to be illegal, invalid, or unenforceable, there will be added to this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible.

Section 19.8 Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and shall be deemed given when received, if (i) delivered by hand, (ii) sent by registered or certified mail, return receipt requested, (iii) sent by recognized overnight delivery service such as Federal Express, or (iv) transmitted by facsimile or electronic mail, provided such notice is also sent simultaneously in the manner provided for in (i), (ii), or (iii) above, addressed as follows:

If to Tenant: 660 WINCHESTER LLC  
c/o Christian Community Action, Inc.  
168 Davenport Avenue  
New Haven, CT 06519  
Attn: Rev. Bonita Grubbs

And

Glendower Winchester LLC  
c/o The Glendower Group, Inc.  
365 Orange Street  
New Haven, Connecticut 06511  
Attn: President

*With copies to:* McCarter & English LLP  
CityPlace 1

185 Asylum Street  
Hartford, Connecticut 06103  
Attn: Rolan Joni Young, Esq.

If to Landlord: Christian Community Action, Inc.  
168 Davenport Avenue  
New Haven, CT 06510

*With copies to:* Carmody Torrance Sandak & Hennessey LLP  
195 Church Street  
New Haven, Connecticut 06510  
Attn: Gregg T. Burton, Esq.

Section 19.9 Waiver of Jury Trial. Landlord and Tenant may waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on all matters arising out of this Lease.

Section 19.10 Governing Law and Venue. This Lease will be governed by and construed in accordance with the internal laws of the State of Connecticut, without regard to principles of conflicts of laws.

Section 19.11 Binding Effect. This Lease will inure to the benefit of, and will be binding upon, Landlord's successors and assigns except as otherwise provided in this Lease. This Lease will inure to the benefit of; and will be binding upon, Tenant's successors and assigns so long as the succession or assignment is permitted pursuant to the terms of this Lease.

Section 19.12 Cumulative Rights. Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

Section 19.13 Non-Merger. Except upon expiration of the Term or upon termination of this Lease pursuant to an express right of termination set forth herein, there shall be no merger of either this Lease or Tenant's estate created hereunder with the fee estate of the Demised Premises or any part thereof by reason of the fact that the same person may acquire, own or hold, directly or indirectly, (x) this Lease, Tenant's estate created hereunder or any interest in this Lease or Tenant's estate (including the Improvements), and (y) the fee estate in the Demised Premises or any part thereof or any interest in such fee estate (including the Improvements), unless and until all persons, including any assignee of Landlord, having an interest in (1) this Lease or Tenant's estate created hereunder, and (2) the fee estate in the Demised Premises or any part thereof shall join in a written instrument effecting such merger and shall duly record the same. No merger of the fee estate and leasehold estate under any circumstances (whether voluntary or involuntary or effected by Landlord or Tenant) shall result in the termination of this Lease.

Section 19.14 Counterparts. This Agreement may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 19.15 Limited Liability. Tenant shall look solely to Landlord's interest in the Demised Premises for the satisfaction of any claims against Landlord or its employees, agents, or assigns for the satisfaction of any claims arising pursuant to the Lease. Neither Tenant nor any of its employees, agents or members, shall have any personal liability for payment of any obligations hereunder.

Section 19.16 Cooperation. Landlord and Tenant agree that they will cooperate with one another in all respects in furtherance of the Demised Premises.

Section 19.17 Construction of Documents. In the event of a conflict between the requirements of the HAP Contract, and this Lease, the requirements of the HAP Contract shall, in all instances, be controlling.

Section 19.18 Estoppel Certificate. Each party agrees from time to time, upon no less than twenty (20) days' prior notice from the other to execute, acknowledge and deliver to the other a statement certifying that (i) this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the Rent has been paid, and that no t or other payments are due under this Lease (; and (iii) whether there exists any uncured default by the other party, or any defense, offset, or counterclaim against the other party, and, if so, the nature of such default, defense, offset or counterclaim.

Section 19.19 Brokers. Landlord and Tenant each represent and warrant to the other that neither has dealt with any broker or finder with regard to the Demised Premises or this Lease. Landlord and Tenant will each indemnify, defend and hold the other harmless from and against any loss, liability and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions in connection with this Lease. This indemnification shall survive termination of this Lease.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have executed this Lease as of the effective date of the Lease set forth above.

WITNESSED:

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

CHRISTIAN COMMUNITY ACTION, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Bonita Grubbs  
Executive Director

\_\_\_\_\_

660 WINCHESTER LLC

\_\_\_\_\_

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

Its \_\_\_\_\_

STATE OF CONNECTICUT)  
 )  
COUNTY OF NEW HAVEN) ss.

On this the \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned officer, personally appeared Bonita Grubbs, who acknowledged herself to be the Executive Director of Christian Community Action, Inc., a non-stock corporation, and she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her free act and deed and the free act and deed of the corporation, by signing the name of the corporation by herself as such officer.

In witness whereof I hereunto set my hand.

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

STATE OF CONNECTICUT )  
 ) ss.  
COUNTY OF HARTFORD)

On this the \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged her/himself to be the \_\_\_\_\_ of 660 Winchester LLC, a Connecticut limited liability company, and s/he being authorized so to do, executed the foregoing instrument for the purposes therein contained as her/his free act and deed and the free act and deed of said limited liability company as such officer.

In Witness Whereof I hereunto set my hand.

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

EXHIBIT A

LEGAL DESCRIPTION OF DEMISED PREMISES



EXHIBIT B

LIENS AND ENCUMBRANCES

**DECLARATION**  
**OF**  
**660 WINCHESTER CONDOMINIUM**  
**NEW HAVEN, CONNECTICUT**  
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- Section 28.4 - Invalidity
- Section 28.5 - Conflict
- Section 28.6 - Governing Law

## **SCHEDULES & EXHIBITS**

Schedule A-1	-	Description of Land and Encumbrances
Schedule A-2	-	Table of Allocated Interests
Schedule A-3	-	The Plans
Schedule A-4	-	Survey

# **DECLARATION 660 WINCHESTER CONDOMINIUM**

660 Winchester LLC, a Connecticut limited liability company with an office at c/o Christian Community Action, Inc., 168 Davenport Avenue, New Haven, Connecticut 06519 does hereby submit the leasehold interest in the real property in the City of New Haven, Connecticut described in Schedule A-1, to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, as amended, for the purpose of creating a Condominium, as defined in Section 47-202(10) of the Connecticut General Statutes, called 660 Winchester Condominium. The condominium community is being established for the sole purpose of segregating the residential and the office use of the Property (as hereinafter defined). It is not the intention of the Declarant that the Property be converted to a condominium community such that the individual residential apartments and commercial units within each of the Units (as such term is defined hereinbelow) that comprise the Improvements located on the Property are sold in fee, and such sale of the individual residential apartments and commercial units within each of the Units is specifically prohibited hereby.

## **ARTICLE I**

### **Definitions**

In the Documents, the following words and phrases shall have the following meanings:

**Section 1.1 - Act.** The Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes as it may be amended from time to time.

**Section 1.2 - Allocated Interests.** The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association, allocated to the Units in the Common Interest Community. The Allocated Interests are described in Article IX of this Declaration and shown on Schedule A-2.

**Section 1.3 - Association.** 660 Winchester, Inc. It is the Association of Unit Owners pursuant to Section 47-243 of the Act.

**Section 1.4 - Bylaws.** The Bylaws of the Association, as they may be amended from time to time.

**Section 1.5 - Commercial Unit.** The unit designated on the attached plans as the commercial unit.

**Section 1.6 - Common Elements.** All portions of the Property other than the Units.

**Section 1.7 - Common Expenses.** The expenses for the operation of the Condominium as set forth in Section 19.1 of this Declaration.

**Section 1.8 - Common Interest Community or Condominium.** 660 Winchester Condominium.



**Section 1.9 - Declarant.** 660 Winchester LLC, a Connecticut limited liability company, or its successor as defined in Section 47-202(14) of the Act.

**Section 1.10 - Declaration.** This declaration.

**Section 1.11 - [INTENTIONALLY OMITTED]**

**Section 1.12 – [INTENTIONALLY OMITTED]**

**Section 1.13 – [INTENTIONALLY OMITTED]**

**Section 1.14 - Director.** A member of the Executive Board.

**Section 1.15 – Documents or Condominium Documents.** The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act and the Bylaws, as they may be amended from time to time. Any exhibit, schedule or certification accompanying a Document is part of that Document.

**Section 1.16 - Eligible Insurer.** An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notice and other rights described in Article XVIII.

**Section 1.17 - [INTENTIONALLY OMITTED]**

**Section 1.18 - Executive Board.** The Board of Directors of the Association.

**Section 1.19 – Ground Lease.** That certain Ground Lease Agreement by Christian Community Action, Inc., to 660 Winchester LLC, dated \_\_\_\_\_, 2021, as amended from time to time, a notice of which is recorded on the Land Records of the City of New Haven in Volume \_\_\_\_\_, Page \_\_\_\_\_ (the "Ground Lease"). A full copy of the Ground Lease may be reviewed at the offices of 660 Winchester LLC, c/o Christian Community Action, Inc., 168 Davenport Avenue, New Haven, Connecticut 06519. The term of the Ground Lease will expire on \_\_\_\_\_, 2096. The real property subject to the Ground Lease is the Property, as described in Schedule A-1 attached hereto, and the Improvements.

**Section 1.20 - Improvements.** Any building, structure, fixture, road, parking area, utilities, pipes, conduits, wires, light poles, sewer drainage facility or other facility existing or to be constructed on the Property.

**Section 1.21 - Limited Common Elements.** A portion of the Common Elements allocated by the Declaration or pursuant to Section 47-227 of the Act for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in the Condominium are described in Article V of this Declaration.

**Section 1.22 – Majority or Majority of Unit Owners.** The Majority of Majority of the Unit Owners shall mean both Unit Owners.

**Section 1.23 – Manager.** A person, firm or corporation employed or engaged to perform management services for the Condominium and the Association.

**Section 1.24. – [INTENTIONALLY OMITTED]**

**Section 1.25 - Notice and Comment.** The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 24.1 of this Declaration.

**Section 1.26 - Notice and Hearing.** The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 24.2 of this Declaration.

**Section 1.27 - Person.** An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

**Section 1.28 - Plans.** That certain survey depicting the units attached hereto as Schedule A-4.

**Section 1.29 - Property.** The land described in Schedule A-1 attached hereto, and all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

**Section 1.30 – Residential Unit.** The unit consisting of nineteen (19) residential apartment units designated on the attached Plans as the residential unit.

**Section 1.31 - Rules.** Rules for the use of Units and Common Elements and for the conduct of persons within the Condominium adopted and amended from time to time by the Executive Board pursuant to this Declaration.

**Section 1.32 - Security Interest.** An interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

**Section 1.33 – Special Declarant Rights.** Rights reserved for the benefit of the Declarant pursuant to Article VIII.

**Section 1.34 - Survey.** The survey filed with this Declaration as Schedule A-4, as it may be amended from time to time.

**Section 1.35 - Unit.** A physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Section 4.3 of this Declaration.

**Section 1.36 - Unit Owner.** The Declarant or other Person who owns a Unit pursuant to this Declaration. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation, or solely as a tenant pursuant to a residential lease of an apartment within the Residential Unit or as a tenant pursuant to a commercial lease of commercial space within the Commercial Unit, or Christian Community Action, Inc., by virtue of its ownership of the real

property which is the subject of the Ground Lease. The Declarant is the initial owner of any Unit created by this Declaration. As of the date of recording hereof, the Declarant is the only Unit Owner.

## **ARTICLE II**

### **Name and Type of Common Interest Community and Association**

**Section 2.1 - Common Interest Community.** The name of the Common Interest Community is 660 Winchester Condominium. 660 Winchester Condominium is a Condominium.

**Section 2.2 - Association.** The name of the Association is 660 Winchester Condominium, Inc.

**Section 2.3 – Leasehold Condominium.** The Common Interest Community is a leasehold community as the real property interest which is subject to this Declaration is the leasehold interest, and the Units are owned in fee by the Declarant, all as set forth in the Ground Lease.

## **ARTICLE III**

### **Description of Land**

The Condominium is situated in the City of New Haven, Connecticut and is located on land described in Schedule A-1 and is subject to those restrictions and encumbrances and together with those appurtenant rights and easements, all as set forth in Schedule A-1.

## **ARTICLE IV**

### **Maximum Number of Units, Identification and Boundaries**

**Section 4.1 - Number of Units.** The Condominium contains two (2) Units. The Declarant may not create any additional Units.

**Section 4.2 - Identification of Units.** All existing Units are identified by number and are shown on the Plans set forth in Schedule A-3. Upon recording of this Declaration in the Land Records of the City of New Haven, the Declarant does give, grant, bargain, sell and confirm unto Christian Community Action, Inc., its successors and assigns, all that certain piece or parcel of real property situated in the City of New Haven, County of New Haven and State of Connecticut identified on the Survey and Plans as the Commercial Unit ("Commercial Unit"). The Declarant shall retain ownership of the unit identified as the Residential Unit ("Declarant Units") shown and depicted on the Survey and Plans. The Declarant shall convey ownership of the Commercial Unit to Christian Community Action, Inc.

**Section 4.3 - Boundaries.** The boundaries of each Unit created by this Declaration are located as shown on the Survey and Plans and are more particularly described as follows:

- (a) Walls, floors, windows, exterior doors and ceilings are designated as boundaries of a Unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished

surfaces thereof are a part of the Unit, and all portions of the walls, floors, windows, exterior doors and ceilings are a part of the Unit.

- (b) **Inclusions:** Each Unit shall include the space lying within the boundaries described in Subsection 4.3 (a) above, and shall also contain any pipes, wires, ducts and conduits situated in the perimeter walls of the Unit serving only that Unit, any shutters, awnings, window boxes, doorsteps, porches, balconies, patio doors and all exterior doors and windows or other fixtures designed to serve a single Unit, stoops and steps at the entrances to each Unit which provide access to that Unit.
- (c) **Exclusions:** Except when specifically included by other provisions of Section 4.3, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Subsection 4.3 (a) above; and all chutes, pipes, flues, ducts, wire, conduits, and other facilities running through any Unit for the purpose of furnishing utility and similar services to other Units or Common Elements or both.
- (d) **Inconsistency with Survey and Plans:** If this definition is inconsistent with the Survey and Plans, then this definition shall control.

## **ARTICLE V**

### **Limited Common Elements**

The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

- (a) If any chute, flue, pipe, duct, wire, conduit, or any other fixture lies outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element, the use of which is limited to that Unit, and any portion thereof serving more than one (1) Unit or any portion of the Common Elements is a part of the Common Elements.
- (b) Any space heating, water heating and air conditioning apparatus and all electrical switches, telephone and electrical receptacles and light switches serving one Unit exclusively, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.

As to each of the foregoing, a right of use is reserved as an appurtenance to the particular Unit or Units as described above. The fee or leasehold ownership (as applicable) of the Limited Common Elements, however, is vested in all of the Unit Owners.

## **ARTICLE VI**

### **Maintenance, Repair and Replacement**

**Section 6.1 - Common Elements.** The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.

**Section 6.2 - Units.** Each Unit Owner shall maintain, repair and replace at its, his or her own expense, all portions of its, his or her Unit, except the portions thereof to be maintained, repaired or replaced by the Association.

**Section 6.3 - Limited Common Elements.** (a) Each Unit Owner shall be responsible for the maintenance, repair and replacement of those Limited Common Elements described in Article V of this Declaration.

(b) In the event a Unit Owner fails to perform the work described in Sections 6.2 or 6.3, the Association may send that Unit Owner written notice of (i) the Unit Owner's failure to perform such work in a reasonably satisfactory manner; and (ii) the Association's intention to enter the Unit and perform the work if the situation is not rectified within thirty (30) days. In the event that the Unit Owner performs the work in a reasonably satisfactory manner within thirty (30) days of receipt of such notice, the Association shall take no further action. In the event that the Unit Owner fails to perform the work in a reasonably satisfactory manner within thirty (30) days of receipt of such notice, then any person authorized by the Executive Board shall have the right to enter that Unit for the purpose of performing such work. All costs associated with such maintenance shall be a Common Expense and shall be specifically assessed against the Unit for which such maintenance is performed pursuant to Article IX of this Declaration. Provided, however, the Association shall not be entitled to act hereunder if within the thirty (30) day period the work which is the subject of concern has been commenced and is being diligently prosecuted but is incapable of being completed within the thirty (30) day period; in such event, said period shall be extended by successive thirty (30) day periods so long as the work continues to be diligently prosecuted to completion.

**Section 6.4 - Access.** Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any conditions threatening (i) the structural integrity of or causing a safety concern with respect to any portion of the Property or of any Improvement constructed on or under the Property which is the responsibility of the Association to maintain; and (ii) constructing, maintaining, repairing or replacing the Common Elements, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

**Section 6.5 - Repairs Resulting From Negligence.** Each Unit Owner shall reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association shall be responsible for damage to Units caused intentionally, or negligently by the Association or by its failure to maintain, repair or make replacements to the Common Elements, to the extent such action is the responsibility of the Association.

**Section 6.6 – General Maintenance Standards.** The Common Interest Community shall be maintained in a commercially reasonable manner for a project of this nature. It shall be maintained in a clean, safe, sanitary and debris-free manner. No part of the Common Interest Community shall show visible signs of damage, neglect, or ill-repair and the exterior of the buildings, the grounds, parking lot and other Common Elements areas shall be maintained according to a regular schedule.

## ARTICLE VII

## **Subsequently Allocated Limited Common Elements**

Those portions of the Common Elements that may be subsequently allocated as Limited Common Elements in accordance with Section 12.1 of this Declaration, are as shown in Schedule A-2. Such allocations shall be made by amendment to this Declaration as set forth in Article XV of this Declaration.

## **ARTICLE VIII**

### **Special Declarant Rights**

**Section 8.1 - Special Declarant Rights.** The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Condominium:

- (a) None.

### **Section 8.2 - Declarant Control of Association**

- (a) Subject to Subsection 8.6(b), there shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and Directors. The period of Declarant control shall terminate in accordance with Section 47-245(d) of the Act, no later than sixty (60) days after conveyance of one (1) of the Units that may be conveyed to Unit Owners other than a Declarant; or

A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant be approved by the Declarant before they become effective.

- (b) Not later than sixty (60) days after conveyance of one (1) of the Units that may be created to Unit Owners other than a Declarant, at least one (1) member and not less than one-third (1/3) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.
- (c) Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Unit Owners. If any Unit is owned by a partnership, or corporation, or limited liability company, any officer, director, partner or employee of that Unit Owner shall be eligible to serve as a Director and shall be deemed to be a Unit Owner for the purposes of this paragraph. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.
- (d) Notwithstanding any provision of this Declaration or the Bylaws to the contrary, the Unit Owners, by a unanimous vote of all persons present and entitled to vote at any

meeting of the Unit Owners at both Unit Owners is present, may remove any Director with or without cause, other than a Director appointed by the Declarant.

Notwithstanding anything to the contrary contained herein, for the purposes of this Section 8.2 the terms "convey," "conveyance," and "conveyed" shall not mean nor include the residential leasing of an apartment in a Unit, nor shall it mean the leasing of office space in the Commercial Unit.

## **ARTICLE IX**

### **Allocated Interests**

**Section 9.1 - Allocation of Interests.** The table showing Unit numbers and their Allocated Interests is attached as Schedule A-2. These interests have been allocated in accordance with the formulas set out in this Article. The Allocated Interests may be amended by Declarant upon Declarant's exercise of its Special Declarant Rights and the recording of an amendment to this Declaration relating thereto.

**Section 9.2 - Formulas for the Allocation of Interests.** The interests allocated to each Unit have been calculated based on the following formulas:

- (a) **Undivided Interest in the Common Elements.** The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the relative number of square feet in each Unit as compared to the total number of square feet in all of the Units in the Condominium.
- (b) **Liability for the Common Expenses.** The percentage of liability for Common Expenses allocated to each Unit is based on the relative number of square feet in each Unit as compared to the total number of square feet in all of the Units in the Condominium. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XIX of this Declaration.
- (c) **Votes.** Each Unit in the Condominium shall have one (1) equal Vote. In the event of a tie vote, each Unit in the Condominium shall have a weighted vote determined by dividing the gross floor area of a Unit by the total gross floor area of all of the declared Units in the Condominium, rounded to the nearest whole number. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in Schedule A-2.

**Section 9.3 - Voting By Directors.** Votes in the Executive Board or a committee shall be on the basis of one vote per member.

### **Section 9.4 - Voting By Unit Owners.**

(a) **Units Owned by the Association.** No votes allocated to a Unit owned by the Association may be cast in any election of Directors or for or against the ratification of any budget.

(b) **Proxies.** Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one Person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given pursuant to this Subsection only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.

(c) **Prohibitions.** Only Unit Owners are entitled to vote pursuant to the Declaration. Lessees, sublessees, family members of a Unit Owner or other occupants of Units are expressly prohibited from voting.

## **ARTICLE X**

### **Restrictions on Use, Alienation and Occupancy**

**Section 10.1 - Use and Occupancy Restrictions.** The following use restrictions apply to all Units and to the Common Elements:

- (a) The Residential Unit is restricted to residential use, and the Commercial Unit is restricted to commercial use.
- (b) The use of Units and Common Elements and Limited Common Elements is subject to the Bylaws and the Rules of the Association. The Association may make rules and regulations affecting the use and occupancy of the Units only in accord with Section 25.4 of Article XXV.
- (c) For any period during which any Common Expense assessment remains unpaid or after Notice and Hearing, for any period not to exceed thirty (30) consecutive days, the Executive Board may impose interest at a rate not to exceed five percent (5%) per annum compounded monthly.
- (d) [INTENTIONALLY OMITTED]
- (e) [INTENTIONALLY OMITTED]
- (f) The use of each Unit in the Common Interest Community shall conform to all applicable municipal land use regulations of the City of New Haven, Connecticut.

### **Section 10.2 - Restrictions on Alienation.**

(a) 660 Winchester Condominium is being established to segregate the ownership of the residential and commercial space located in the Building.

(b) A Unit may not be conveyed pursuant to a time-sharing plan as defined under Chapter 734b of the Connecticut General Statutes.

## **ARTICLE XI**



## **Easements and Licenses**

**Section 11.1 – Current Easements and Licenses.** All easements or licenses to which the Condominium is presently subject are set forth in Schedule A-1 to this Declaration.

**Section 11.2 – Walks, Passways, Pipes, etc. Located Inside Units.** Except as restricted herein, each Unit Owner shall have an easement in common with all other Unit Owners to use the Common Elements located in any of the other Units. Each Unit and the Common Elements shall be subject to an easement in favor of the other Units to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving other Units or Common Elements and located in its Unit. Each Unit shall also have a right of passage and access over portions of interior roadways, passways, sidewalks, and parking areas in proximity to its Unit, whether located on Common Elements or Units, for the benefit of the guests and invitees of such Unit Owner; provided, nothing herein shall grant to another Unit Owner the right to direct its guests or invitees to use such areas. In addition, each Unit shall be subject to, and shall have such easements of support and shelter and passageway over such other Units and the Common Elements as may be necessary for the quiet enjoyment of such Unit. Except as may be expressly provided herein, this provision shall not be construed to permit a Unit Owner the right to install additional walks, passways, access ways, pipes, wires, ducts, cables, conduits, public utility lines or additional Common Elements within any other Unit without the consent of the burdened Unit Owner. No provision of this Declaration shall be construed to create any public accessway in any portion of the Condominium.

**Section 11.3 - Utility Easements.** Each of Declarant (so long as it owns any Unit) and the Association shall have the right to grant such additional utility easements or relocate any existing utility easements in any portion of the Property, and to grant access easements or relocate any existing access easements in any portion of the Property, as Declarant or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for residential purposes.

## **ARTICLE XII**

### **Allocation and Reallocation of Limited Common Elements**

**Section 12.1 -** Any Limited Common Elements which are not allocated as Limited Common Elements may be so allocated by the Association by amendment to this Declaration. All amendments shall specify to which Unit or Units the Limited Common Element is allocated.

Such amendment shall be executed by the Unit Owners whose Units are affected by the reallocation, consent by the Association, and shall consent if the amendment complies with the provisions of this Declaration and the Act. The amendment shall contain words of conveyance and shall be recorded and indexed in the names of the parties executing the amendment, the Association and the Condominium.

The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorneys' fees in connection with reviewing the amendment.

**Section 12.2 - Reallocation of Depicted Limited Common Elements.** Except as otherwise set forth herein, no Limited Common Element depicted on the Survey or Plans may be reallocated by an amendment to this Declaration pursuant to this Article XII.

## **ARTICLE XIII**

### **Additions, Alterations and Improvements**

#### **Section 13.1 - Additions, Alterations and Improvements by Unit Owners.**

- (a) A Unit Owner:
  - (i) May make any improvements or alterations to the interior or exterior of its, his or her Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Unit, materially alter the exterior of the Unit;
  - (ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Condominium, without permission of the Executive Board;
- (b) A Unit Owner may submit a written request to the Executive Board for approval to do anything that it, he or she is forbidden to do under Subsection 13.1(a)(ii). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules and all applicable laws, ordinances and regulations.
- (c) The Executive Board may establish time limits and require conditions for its approval of an application under this Article XIII. These may include, but are not limited to, the following:
  - (i) That the Unit Owner maintain, repair and replace the addition or alteration or reimburse the Association for the costs of maintenance, repair and replacement.
  - (ii) That the Unit Owner remove the addition or alteration and restore the property to its prior condition after a certain period of time or upon the happening of a certain event.
  - (iii) That the Unit Owner indemnify the Association for all loss, cost or expense resulting from the existence of the addition or alteration.
  - (iv) That the approval, and the conditions imposed on the approval, be incorporated in a written agreement, signed by the Unit Owner and recorded on the New Haven Land Records.

- (d) The Association may require the Unit Owner to pay an application fee, at the time the application is made, or at such later time as the Executive Board determines, to reimburse the Association for its costs in considering and acting on the application, including reasonable fees of attorneys and design professionals.
- (e) Any applications to any department or to any governmental authority for a permit to make any additions, alteration or improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.
- (f) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.
- (g) Any additions, alterations or improvements contemplated pursuant to this Article are also subject to the provisions of any and all laws, ordinances and the like, and to the rules and regulations of any agency, federal, state or local, having jurisdiction over the work. No approval hereunder shall excuse full and complete compliance with the foregoing, including application for permits and approvals to such agencies and the payment by the Unit Owner of any fees required in connection therewith.

**Section 13.2 - Additions, Alterations and Improvements by Executive Board.** Subject to the limitations of Sections 19.5 and 19.6 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

## **ARTICLE XIV**

### **Relocation of Boundaries of Adjoining Units**

**Section 14.1 - Application.** The boundaries of Units may not be relocated except as set forth in this Declaration.

## **ARTICLE XV**

### **Amendments to Declaration**

**Section 15.1 - General.** Except in cases of amendments made pursuant to Section 47-236 of the Connecticut General Statutes and except as limited by Section 15.4 and Article XVIII of this Declaration, this Declaration, including the Survey and Plans, may be amended only by vote or agreement of both Unit Owners and approved by Eligible Mortgagees.

**Section 15.2 - Limitation of Challenges.** No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded.

**Section 15.3 - Recordation of Amendments.** Every amendment to this Declaration shall be recorded in every town in which any portion of the Condominium is located and, except as provided in Article XV, Section 15.4(b), is effective only on recording. An amendment of this Declaration shall be indexed in the grantee's index in the name of the Condominium and the Association and the grantor's index in the name of the parties executing the amendment.

**Section 15.4 - When Unanimous Consent of Unit Owners May Be Required.** Except to the extent expressly permitted or required by provisions of the Act and this Declaration, the following amendments will require a unanimous consent of all Unit Owners and compliance with the following conditions:

- (a) No amendment may materially alter the permitted uses or occupancy of a Unit or other qualifications of persons who may own Units without a vote or agreement of Unit Owners to which at least one hundred percent (100%) of the votes in the Association are allocated. Each amendment must provide reasonable protection for use and occupancy permitted at the time the amendment was adopted.
- (b) New Development Rights or other Special Declarant Rights not otherwise expressly reserved in this Declaration may be created by amendment to the Declaration if persons entitled to cast at least 100 percent of the votes in the Association, including 100 percent of the votes allocated to units not owned by the Declarant, agree to that action. The amendment must identify the Association or other persons who hold any new rights that are created. Written notice of the proposed amendment to the Declaration must be delivered to all persons holding Development Rights or security interests in those rights. Notwithstanding the provisions of Section 15.3 of the Declaration, such an amendment to the Declaration is effective thirty days after the amendment is recorded and notice is delivered unless any person entitled to notice under this subsection records a written objection within the thirty-day period, in which case the amendment is void, or unless all of the persons entitled to notice under this subsection consent in writing at the time the amendment is recorded, in which case the amendment is effective when recorded.
- (c) No amendment may change the boundaries between any Unit and the Common Elements to incorporate Common Elements within the Unit except under the following procedure:
  - (i) The owner of a Unit who wishes its boundaries to be relocated to include Common Elements will make application to the Association with a plan for the relocated boundaries in sufficient specificity to act as an amendment to the Declaration and the Plans attached as Schedule A-3 to the Declaration and if necessary, a survey showing the relocated building location outline in sufficient detail to amend the Survey attached as Schedule A-4 to the Declaration. The application shall contain such other information as the Executive Board may reasonably require to evaluate the merits of the application and its effect on safety and structural soundness of any proposed change to the physical portions of the building involved. A fee sufficient to defer the costs of the Executive Board may be required to be paid.
  - (ii) The amendment will be reviewed by the Executive Board and such consultants as it feels is necessary.

- (iii) If the Executive Board approves the amendment, it will be submitted to a vote of the membership at a special meeting called for that purpose. Unless persons entitled to cast at least one hundred percent (100%) of the votes in the Association including one hundred percent (100%) of the votes allocated to Units not owned by the Declarant agree to the action, the amendment will not be approved.
- (iv) The amendment will be executed by the Unit Owner of the Unit whose boundary is being relocated and by the President of the Association pursuant to the resolution of the Executive Board approving the amendment, attested by the Secretary, contain words of conveyance between the Unit Owner and the Association and be recorded in the town land records and be indexed in the name of the Unit Owner as grantee, and the Association as Grantor or otherwise as appropriate.
- (d) No amendment may otherwise create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any unit to incorporate Common Elements into the Unit in the absence of unanimous consent of the Unit Owners unless otherwise provided above.

**Section 15.5 - Execution of Amendments.** Amendments to this Declaration required by the Act is recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

**Section 15.6 - Special Declarant Rights.** Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant and Eligible Mortgagees.

**Section 15.7 - Consent of Holders of Security Interests.** Amendments are subject to the consent requirements of Article XVIII.

## **ARTICLE XVI**

### **Amendments to Bylaws**

The Bylaws may be amended only by vote of two thirds (2/3) of members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

## **ARTICLE XVII**

### **Termination**

Termination of the Condominium may be accomplished only in accordance with Section 47-237 of the Connecticut General Statutes, or by unanimous consent of all Unit Owners and consent by Eligible Mortgagees.

**ARTICLE XVIII**

**[INTENTIONALLY OMITTED]**

## **ARTICLE XIX**

### **Assessment and Collection of Common Expenses**

**Section 19.1 - Definition of Common Expenses.** Common Expenses shall include:

- (a) Expenses of administration, maintenance, and repair or replacement of the Common Elements;
- (b) Expenses declared to be Common Expenses by the Documents or by the Act;
- (c) Expenses agreed upon as Common Expenses by the Association; and
- (d) Such reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

**Section 19.2 - Apportionment of Common Expenses.** Except as provided in Section 19.3, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Schedule A-2 to this Declaration.

**Section 19.3 - Common Expenses Attributable to Fewer than all Units.**

- (a) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.
- (b) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
- (c) Assessment to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was rendered, in proportion to their Common Expense liabilities.
- (d) If any Common Expense is caused by the misconduct of a Unit Owner, the Association may, after Notice and Hearing, assess that expense exclusively against its, his or her Unit.
- (e) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expenses.
- (f) Any Common Expense associated with the maintenance, repair or replacement of the exterior doors, windows or storage sheds, shall be assessed against the Unit or Units to which such Limited Common Element is assigned. If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to that Limited Common Element shall be assessed equally among the Units to which it is assigned.

## **Section 19.4 - Lien.**

- (a) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes delinquent. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first or second Security Interest in the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real property taxes and other governmental assessments or charges against the Unit. The lien is also prior to all Security Interests described in Subdivision (2) of this Subsection to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 19.5 of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in Subdivision (2) of this Subsection. This Subsection does not affect the priority of mechanics' or materialmens' liens, or the priority of liens for other assessments made by the Association.
- (c) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.
- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two (2) years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (e) This Section does not prohibit actions to recover sums for which Subsection (a) of this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.
- (g) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (h) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessment, the court may appoint a receiver of the Unit Owner pursuant to Section 52-504 of the Connecticut General Statutes to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court



may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 19.5 of this Declaration.

- (i) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessment against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 19.4(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.
- (j) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

**Section 19.5 - Budget Adoption and Ratification.** Within thirty (30) days after adoption of any proposed budget for the Condominium, the Executive Board shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

**Section 19.6 - Ratification of Non-budgeted Common Expense Assessments.** If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 19.3 of this Declaration, in an amount greater than fifteen (15%) percent of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners for ratification in the same manner as a budget under Section 19.5.

**Section 19.7 - Certificate of Payment of Common Expense Assessments.** The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

**Section 19.8 - Monthly Payment of Common Expenses.** All Common Expenses assessed under Sections 19.2 and 19.3 shall be due and payable monthly.

**Section 19.9 - Acceleration of Common Expense Assessments.** In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

**Section 19.10 - Commencement of Common Expense Assessments.** Except with respect to a working capital contribution in an amount equal to one and one-half month's Common Expenses payable by each Unit Owner acquisition of title to a Unit, Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

**Section 19.11 - No Waiver of Liability for Common Expenses.** No Unit Owner may exempt itself, himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

**Section 19.12 - Personal Liability of Unit Owners.** The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation and shall not include or apply to any limited partner or non-managing member of a Unit Owner.

## **ARTICLE XX**

### **Right to Assign Future Income**

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which one hundred (100%) percent of the votes in the Association are allocated, at a meeting called for that purpose.

## **ARTICLE XXI**

### **Persons and Units Subject to Documents**

**Section 21.1 - Compliance with Documents.** All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded on the Land Records of the City of New Haven are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

**Section 21.2 - Adoption of Rules.** The Executive Board may adopt Rules regarding the use and occupancy of Units, Common Elements, and Limited Common Elements and the activities of occupants, subject to Notice and Comment.

## **ARTICLE XXII**

### **Insurance**

**Section 22.1 - Coverage.** To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in Sections 22.2 and 22.3 of this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at the respective last known addresses.

### **Section 22.2 - Property Insurance.**

- (a) Property insurance covering:

- (i) The project facilities (which term means all Improvements on the Property, including the Units and all fixtures, equipment and any buildings and betterments whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundations below the undersurfaces of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and
  - (ii) All personal property owned by the Association.
- (b) **Amounts.** The project facilities for an amount equal to one hundred percent (100%) of their replacement cost at the time the insurance is purchased and at each renewal date. Personal property owned by the Association for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

The maximum deductible for insurance policies shall be as determined by the Executive Board from time to time.

- (c) **Risks Insured Against.** The insurance shall afford protection against "Special Form Causes of Loss" of direct physical loss commonly insured against.
- (d) **Other Provisions:** Insurance policies required by this Section shall provide that:
- (i) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household.
  - (ii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
  - (iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
  - (iv) Loss shall be adjusted with the Association.
  - (v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and, in the absence of such designation, to the Association, in either case to be held in trust for each Unit Owner.
  - (vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security

Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

- (vii) The name of the insured shall be as follows:

“660 Winchester, Inc. for the use and benefit of the individual Owners”.

**Section 22.3 - Liability Insurance. Commercial general liability on an occurrence basis and a broad form contractual liability endorsement.** Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$2,000,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

- (a) **Other Provisions.** Insurance policies carried pursuant to this Section shall provide that:

- (i) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association.
- (ii) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household.
- (iii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
- (iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (v) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

**Section 22.4 - Fidelity Bonds.** A blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three (3) months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association and to each holder of a Security Interest in a Unit before the bond can be canceled or substantially modified for any reason.

**Section 22.5 - Unit Owner Policies.** An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for its, his or her own benefit.

**Section 22.6 - Workers' Compensation Insurance.** The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

**Section 22.7 - Directors' and Officers' Liability Insurance.** The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

**Section 22.8 - Other Insurance.** The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

**Section 22.9 - Premiums.** Insurance premiums shall be a Common Expense.

## **ARTICLE XXIII**

### **Damage To Or Destruction Of Property**

**Section 23.1 - Duty to Restore.** Any portion of the Property for which insurance is required under Section 47-255 of the Connecticut General Statutes or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association unless:

- (a) The Condominium is terminated;
- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (c) One hundred percent (100%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild; or
- (d) The proceeds are required to be used to repay loans.

**Section 23.2 - Cost.** The cost of repair or replacement in excess of insurance proceeds shall be a Common Expense.

**Section 23.3 - Plans.** The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, one hundred percent (100%) of Unit Owners and one hundred percent (100%) of Eligible Mortgagees.

### **Section 23.4 - Replacement of Less Than Entire Property.**

- (a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;
- (b) Except to the extent that other Persons will be distributees:

- (i) The insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and
- (ii) The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units;
- (c) If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated on the vote as if the Unit had been condemned under Subsection (a) of Section 47-206 of the Connecticut General Statutes, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocations.

**Section 23.5 - Insurance Proceeds.** The Association shall hold any insurance proceeds in trust for the Association, Unit Owners and lienholders as their interests may appear. Subject to the provisions of Subsection 23.1(a) through Subsection 23.1(c).

**Section 23.6 - Certificates by the Executive Board.** A trustee, if any, may rely on the following certifications in writing made by the Executive Board:

- (a) Whether or not damaged or destroyed Property is to be repaired or restored;
- (b) The amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

**Section 23.7 - Certificates by Attorneys.** If payments are to be made to Unit Owners or mortgagees, the Executive Board, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the Land Records of the City of New Haven from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

## **ARTICLE XXIV**

### **Rights to Notice and Comment;**

#### **Notice and Hearing**

**Section 24.1 - Right to Notice and Comment.** Before the Executive Board amends the Bylaws or the Rules, whenever the documents require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

**Section 24.2 - Right to Notice and Hearing.** Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

**Section 24.3 - Appeals.** Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

## **ARTICLE XXV**

### **Executive Board**

**Section 25.1 - Minutes of Executive Board Meetings.** The Executive Board shall permit any Unit Owner to inspect the Minutes of Executive Board meetings during normal business hours. The Minutes shall be available for inspection within fifteen (15) days after any such meeting.

**Section 25.2 - Powers and Duties.** The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Condominium which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, Rules and regulations, including, but not limited to those set forth in Sections 25.2(u) and 25.4 of this Declaration;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two (2) or more Unit Owners on matters affecting the Condominium;
- (g) Make contracts and incur liabilities;

- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 47-254 of the Act;
- (k) Subject to the limitations otherwise contained herein grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one (1) year, through or over the Common Elements;
- (l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subsections (2) and (4) of Section 47-227 of the Act, and for services provided to Unit Owners;
- (m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, and the Bylaws, Rules and regulations of the Association;
- (n) Impose reasonable charges for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 47-270 of the Act or statements of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;
- (p) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (q) Exercise any other powers conferred by this Declaration or the Bylaws;
- (r) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- (s) Exercise any other powers necessary and proper for the governance and operation of the Association;
- (t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing a committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting; and



- (u) By regulation, require that disputes between Executive Board and Unit Owners or between two or more Unit Owners regarding the Condominium must be submitted to nonbinding alternative dispute resolution in the manner described in the regulations as a prerequisite to commencement of a judicial proceeding.

**Section 25.3 - Executive Board Limitations.** The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Condominium or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

**Section 25.4 - Rules and Regulations Affecting Use and Occupancy of Units.** The Association may adopt Rules and Regulations that affect the use or occupancy of Units that may be used for residential purposes only to:

- (a) prevent any use of a Unit which violates the Declaration; or
- (b) regulate any occupancy of a Unit which violates the Declaration or adversely affects the use and enjoyment of other units or Common Elements by other Unit Owners.

## **ARTICLE XXVI**

### **Condemnation**

If part or all of the Condominium is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 47-206 of the Act.

## **ARTICLE XXVII**

### **Unit Owner's Rights with Respect to the Leasehold Condominium**

**Section 27.1. – Unit Owner's Rights.** With respect to the Ground Lease, a Unit Owner shall not have the right to redeem the reversion of interest on the expiration or other termination of the Ground Lease, nor to remove any Improvements after the expiration or termination of the Ground Lease. The Unit Owner shall not have the right to extend the term or otherwise renew the Ground Lease

## **ARTICLE XXVIII**

### **Miscellaneous**

**Section 28.1 - Captions.** The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

**Section 28.2 – Number and Gender.** The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural and vice versa, whenever the context of the Documents so require.

**Section 28.3 - Waiver.** No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**Section 28.4 - Invalidity.** The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

**Section 28.5 - Conflict.** The Documents are intend to comply with the requirements of the Act and Chapter 600 of the Connecticut General Statutes. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

**Section 28.6 - Governing Law.** This Declaration, and the other Documents, shall be construed and interpreted in accordance with the laws of the State of Connecticut, as amended from time to time.

In Witness Whereof, the Declarant has caused this Declaration to be executed this \_\_\_\_\_  
day of \_\_\_\_\_, 2021.

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_

DECLARANT:  
660 WINCHESTER LLC  
By: Christian Community Action, Inc.  
Managing Member

\_\_\_\_\_

By: \_\_\_\_\_  
Bonita Grubbs  
Its Executive Director

STATE OF CONNECTICUT)

) ss. \_\_\_\_\_

COUNTY OF NEW HAVEN)

On this the \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned officer, personally appeared Bonita Grubbs, who acknowledged herself to be the Executive Director of Christian Community Action, Inc., Managing Member of 660 Winchester LLC, a Connecticut limited liability company, and she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her free act and deed and the free act and deed of the limited liability company, by signing the name of the limited liability company by herself as such officer.

In Witness Whereof I hereunto set my hand.

\_\_\_\_\_  
Printed Name:

Notary Public/ My Commission Expires:

Commissioner of Superior Court

**SCHEDULE A-1 TO DECLARATION**

**DESCRIPTION OF LAND AND ENCUMBRANCES**

**[TO BE INSERTED]**

**SCHEDULE A-2 TO DECLARATION**

**ALLOCATED INTERESTS**

UNIT NUMBER	NUMBER OF SQUARE FEET	ALLOCATION PERCENTAGE
Commercial		
Residential		

**SCHEDULE A-3 TO DECLARATION**

**PLANS**

**SCHEDULE A-4 TO DECLARATION**

**SURVEY**



EXHIBIT II.G

Copy of Deed

See attached.

**LIMITED WARRANTY DEED**

*To all People to Whom these Presents Shall Come, Greeting:*

**Know ye, That** NEWHALLVILLE RESTORATION CORPORATION, a Connecticut non-stock corporation, of the Town of New Haven, County of New Haven, and State of Connecticut, for the consideration of TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$225,000.00), received to its full satisfaction of CHRISTIAN COMMUNITY ACTION, INC., a Connecticut non-stock corporation, of the Town of New Haven, County of New Haven, and State of Connecticut does give, grant, bargain, sell and confirm unto the said CHRISTIAN COMMUNITY ACTION, INC., and unto its successors and assigns forever, the property known as 660 Winchester Avenue, New Haven, Connecticut, said property described on Exhibit A attached hereto and made a part hereof.

**To Have and to Hold** the above granted and bargained premises, with the appurtenances thereof, unto it the said grantee, and unto its successors and assigns forever, to it and its own proper use and behoof.

**And also** it, the said grantor does for itself and its successors and assigns covenant with the said grantee and with its successors and assigns, that at and until the ensealing of these presents, that it is well seized of the premises, as a good and indefeasible estate in **FEE SIMPLE**; and have 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 appear of record and as stated on Exhibit A.

**And Furthermore**, it, the said grantor, does by these presents bind itself and its successors and assigns forever to **WARRANT AND DEFEND FROM THE DATE GRANTOR TOOK TITLE TO DATE OF THIS DEED** the above granted and bargained premises to the grantee, and its successors and assigns, forever against the lawful claims and demand for all persons claiming by, through and under it, but against none other. The grantor represents that is has done nothing to adversely affect title to said property from the date grantor took title to date of this deed.

NO TAX

My Commission Expires \_\_\_\_\_

SCHEDULE A  
PROPERTY DESCRIPTION

Pg 1 of 2

All that certain piece or parcel of land situated in the Town of New Haven, County of New Haven and State of Connecticut known as Parcel SS-2 and bounded and described as set forth below.

Reference is hereby made to a map prepared by Clarence Blair Associates, Inc., New Haven, Connecticut and entitled, "Parcel SS-2, Property Surveyed for New Haven Redevelopment Agency, Ivy Street School, Winchester Avenue and Ivy Street, New Haven, Connecticut", Scale: one inch equals twenty feet, dated September 7, 1982 and revised December 20, 1988 and March 22, 1989.

Beginning at a point marking the intersection of the westerly street line of Winchester Avenue with the northerly street line of Ivy Street, said point having Connecticut Grid System coordinates of North 180,558.19 and East 551,364.97;

Thence bearing North 74 degrees 43 minutes 47 seconds West along the said northerly street line of Ivy Street, a distance of 401.59 feet;

Thence bearing North 14 degrees 32 minutes 20 seconds East along land now or formerly of the City of New Haven, a distance of 147.89 feet;

Thence bearing South 72 degrees 20 minutes 10 seconds East along land now or formerly of Liston B. Cooper, a distance of 35.00 feet;

Thence bearing South 75 degrees 14 minutes 00 seconds East along land now or formerly of Louis Lerman, City of New Haven, Herbert and Essie V. Watson, each in part, a distance of 130.02 feet;

Thence bearing North 14 degrees 56 minutes 40 seconds East along land now or formerly of Herbert and Essie V. Watson, a distance of 3.00 feet;

Thence bearing South 74 degrees 52 minutes 55 seconds East along land now or formerly of Herbert and Essie V. Watson and Emmitt Crenshaw, each in part, a distance of 84.39 feet;

Thence bearing North 14 degrees 24 minutes 15 seconds East along land now or formerly of Emmitt Crenshaw, a distance of 2.00 feet;

Thence bearing South 74 degrees 55 minutes 20 seconds East along land now or formerly of Carolyn S. Ward, a distance of 50.00 feet;

Thence bearing North 14 degrees 24 minutes 15 seconds East along land now or formerly of Carolyn S. Ward, a distance of 1.00 foot;

Thence Bearing South 73 degrees 31 minutes 55 seconds East along land now or formerly of Arthur F. Cogswell, a distance of 106.00 feet;

Thence bearing South 15 degrees 57 minutes 08 seconds West along the said westerly street line of Winchester Avenue, a distance of 151.75 feet to the point and place of beginning.



SCHEDULE A  
LEGAL DESCRIPTION  
PAGE 2 OF 2

Said premises are subject to:

Building lines if established, all laws, ordinances or governmental regulations, including building and zoning ordinances affecting said premises, and taxes to the City of New Haven List of October 1, 1995.

Notes, easements, setback lines and conditions as appear on said map.

Land disposition and rehabilitation agreement between The City of New Haven and Newhallville Restoration Corporation recorded December 7, 1989 in Volume 4182 at Page 45 of the New Haven Land Records.

Conditions, agreements and covenants as set forth in a deed dated April 13, 1989 and recorded in Volume 4182 at Page 67 of the Land Records.

Notice of lease from Newhallville Restoration Corporation to Lundermac Co., Inc. dated October 21, 1991 and recorded in Volume 4428 at Page 84 of the New Haven Land Records.

Notice of lease from Newhallville Restoration Corporation to Lundermac Co., Inc. dated February 6, 1991 and recorded in Volume 4342 at Page 36 of the New Haven Land Records.

002830

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## EXHIBIT III.A

### Project Description

660 Winchester Avenue is an existing development that contains four-one bedroom units, twelve-two bedroom units, and two-three bedroom units. The property also includes a residential unit to be occupied by an on-site superintendent. All nineteen (19) units (including the superintendent unit) will be leased to individuals and families with income at or below twenty-five percent (25%) of the area median income.

The property occupies 1.39 acres (39,943 sq feet) that extends from 10 to 14 Ivy Street to 660 Winchester Avenue, New Haven, CT, and is bordered by Ivy Street, Lilac Street, and Newhall Street. The development has a playground on-site, and is 6 blocks away from Science Park that hosts a few restaurants and restaurants including Orchard Café at ConnCAT, Ricky D's Rib Shack, Fussy Coffee. The development is also 4 blocks away from the Farmington Canal Heritage Trail. The neighborhood is primarily residential with a few commercial establishments.

Christian Community Action, Inc. ("CCA") will be utilizing the development, 660 Winchester Avenue, to implement a new residential program, New Hope, designed to create a pathway to economic stability for families that are homeless or at risk of homelessness. The New Hope Program is a pilot and non-traditional supportive housing program. It will be implemented in collaboration with Elm City Communities/Housing Authority of New Haven (ECC/HANH) as a Moving to Work Program (MTP). The New Hope program will provide supportive services to 18 families of varying sizes for up to 36 months, and aftercare support for up to 1 year exit/securing permanent housing.

Historically, the property has been operated by CCA as a transitional housing for the homeless. This was an exempt use under C.G.S. 12-81(7) as a charitable use. **Accordingly, the property is currently exempt from real property taxes.** In recent years, the State of Connecticut has shifted to a "housing first" policy approach to addressing homelessness, whereby supportive affordable housing, which is apartment units with additional support services is favored in place of shelters and transitional housing. Consistent with that policy shift, CCA secured private donations and grant funding to renovate the property into individual apartment units on the upper floors of the building with the lower level being renovated for use as administrative support offices and for leasing and use by organizations that provide services relevant to the residents (e.g. child enrichment, job training, family support services, etc.) The renovations were funded entirely through the use of grants, financial gifts, and other fundraising. In order for the units to be financially sustainable as affordable housing, CCA has partnered with the Housing Authority of New Haven (HANH), which is anticipated to have an ownership interest in the Residential Unit of the property and will provide Section 8 housing assistance vouchers for the residential units.

The reason for this application for tax abatement is that an unintended consequence of the conversion to supportive housing (which has affected a number of other developments that have converted from shelter/transitional housing to supportive housing) is that under C.G.S. 12-81(7), housing that is governmentally subsidized for low and moderate income persons is expressly

excluded from the charitable use exemption. Therefore, there is uncertainty as to whether the property continues to be exempt from real estate taxes once it is converted to supportive housing. While the City may agree presently that the property continues to qualify for a charitable exemption, given the ambiguity of the statute, there is a risk that the interpretation could change in the future, potentially jeopardizing the viability of the project. Therefore, in order to ensure the continued viability of the development, CCA has submitted this application to confirm and formalize the continued property tax exemption for the property.

Another unusual detail in this situation is that issues and concerns regarding property tax treatment and exemption/abatement typically arise early in the project during the process of completing financial underwriting with governmental or other lenders/funders. However, since this project was funded by private grants, gifts and other fundraising, CCA was able to complete the construction of the property and only became aware of the potential property tax issue as it were preparing to begin occupancy. As a result the property is nearly completed and ready for move-in except for repair or completion of a few inspection issues that were recently identified and are being addressed. No further construction or rehabilitation will be completed on site.

Through an MTW initiative, Elm City Communities/The Housing Authority of New Haven will be allocating 18 vouchers to homeless or at risk of becoming homeless families.

As described in Exhibit II.F, the application for property tax exemption is requested with respect to the Residential Unit of the to be declared condominium, which contains all of the residential units at the property. The Residential Unit will be owned by 660 Winchester LLC, which is controlled by CCA.

## EXHIBIT III.C

### Description of Renovations

See attached.





CHRISTIAN COMMUNITY ACTION  
HELP · HOUSING · HOPE

DATE: May 29, 2020

TO: Members of CCA's Board of Directors

FROM: Rev. Bonita Grubbs, Executive Director

RE: Proposal from Tri-Con Construction for 660 Winchester Avenue

Having received a variety of documents, negotiated with the principals of Tri-Con about the scope of the submitted bid and met with Michael Tucker, who is guiding this process, as well as our Hillside Family Shelter renovation process, I am able to provide information and documents for your review and consideration.

As submitted, Tri-Con's total renovation cost is \$649,998.84 or \$649,999. Initially, the estimate was \$371,600 but, after a more detailed analysis and a larger scope of work, we had to increase it. That left no funds for program operation and staffing.

Although Tri-Con's representatives have requested a June 1, 2020 start date, Michael and I have recommended a delay to June 8 or 15 to seek board approval and secure the commitment - as well as the funds - from the benefactor. As you may recall, the funds for this project are to come from the sale of stock. That will "push out" the end date from August 29 to after Labor Day and, perhaps, closer to September 15, 2020.

I have received Tri-Con's Certificate of Insurance and made sure that our insurance covers this renovation.

Michael is finalizing the AIA document to reflect our discussions with Tri-Con but I do not have the final version. I hope to receive on Monday or Tuesday, at the latest. This document will confirm the start completion dates, identify Michael as the Construction Manager and document that the volunteer group - from an organization that has volunteered at 660 for the last three years - will be painting the common areas.

Attached are the Consolidated Application and Contract Scope for your detailed and apartment-specific review. It is hard to read but I believe you can increase the size of the document to "see things more clearly." Just in case, I thought I would indicate the items in the Scope on page 2 of this memorandum.

Finally, we have a meeting with Tri-Con at 2 pm on Tuesday, June 2<sup>nd</sup>, so that we can work on the final details and, afterwards, I can provide an update to our benefactor. It is my hope that I receive unanimous Board approval before this meeting. I am in the office most of the day on Monday for a phone conversation or via email over the weekend - yes, I do check it - if you have questions or concerns.

Thank you in advance for your support in this time of "walking by faith."

#### Final Contact Scope - Tri-Con Construction to Christian Community Action

- Install new solid doors in 8 doors
- Install or repair of 28 doors
- Repair or replace 19 deadbolt locks
- Install 19 new passage no-lock sets
- Install 19 aluminum thresholds
- Complete 15 closet pole supports
- Gypsum Wall Board replacement, repair or patch as needed
- Repair ceilings as needed
- Install new kitchen in 14 apartments
- Repair and rebuild 5 kitchens
- Clean and wax 5 existing kitchen cabinets
- Install 18 vanity molded countertops
- Install 18 countertops with 4" backsplashes
- Install vinyl floor tile overlay in 14 apartments
- Repair vinyl tile in apartments, where needed
- Clean existing tile in 4 apartments
- Install new tile baseboards in 19 apartments
- Prime and paint 8 apartments completely
- Replace new HW baseboard heat in 18 apartments
- Replace toilets and seats in 12 apartments
- Repair and clean existing toilets in 6 apartments
- Install 36 faucets - in kitchen and bath sinks - in 18 apartments
- Caulk perimeter cabinets and tub areas in 18 apartments
- Replace damaged smoke detectors in 5 apartments
- Install new smoke detectors in 5 apartments
- Install 36 smoke detectors in bedrooms in 18 apartments
- Replace 26 damaged or missing fixtures
- Replace 20 damaged switches
- Replace 21 damaged outlets

## EXHIBIT III.D

### Budget and Certification of Cost of Renovations

See attached project budget and schedule of incurred construction expenses.

### CERTIFICATION

The undersigned, Michael Tucker, served as construction/project manager for the renovation of 660 Winchester Avenue, New Haven, Connecticut. I hereby confirm that attached hereto is a copy of the project construction budget and a schedule of construction expenses.

A handwritten signature in blue ink, appearing to read "Michael Tucker", is written over a horizontal line.

Michael Tucker

C. Michael Tucker Associates



**TO (OWNER):**

Christian Community Action,  
168 Davenport Ave.  
New Haven, Ct. 06519

**PROJECT:**

CCA 660 RENOVATIONS  
660 Winchester Ave  
New Haven, Ct. 06511

**FROM (CONTRACTOR):**

Tri-Con Construction Managers, LLC  
400 Goodrich Street  
Hamden, Ct., 06517

**Construction Manager**  
Tri-Con Construction Managers

Date: 10/5/2020

CONTRACT DATE: July 1, 2020

PROJECT NO: Contract No.2020-660

Distribution to:  
☐ Owner  
☐ Architect  
☐ Contractor  
☐ Owner/Rep  
☐ DICI

**CONTRACT FOR:** Apartment Re-Hab (19 units)**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		0.00	
TOTAL			
Approved this Month			
Number	Date Approved		
1	SEE ATTACHED LIST	17,714.92	2,814.00
2			1,887.00
3			
4			
5			
TOTALS		17,714.92	4,701.00
Net change by Change Orders		\$ 13,013.92	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**

Tri-Con Construction Managers, LLC

*Black G. Polter*  
Black G. Polter, Exec. Project Manager

Date: 12/28/20

**Owner Representative Approval**

Signature

Date: 7/30/21

Michael Tucker, AIA

Print Name

APPLICATION NO: 4 FINAL

PERIOD FROM: October 30, 2020  
PERIOD TO: December 28, 2020

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM..... \$ 650,000.00  
2. Net change by Change Orders..... \$ 13,013.92  
3. CONTRACT SUM TO DATE (Line 1+2)..... \$ 663,013.92  
4. TOTAL COMPLETED & STORED TO DATE..... \$ 663,013.92

5. RETAINAGE: (Column G on G703)

a. 0.0% of Completed Work \$ -  
(Column D+E on G703)

b. % of Stored Material \$ -  
(Column F on G703)  
Total Retainage (Line 5a+5b or \$ -

Total in Column I of G703)..... \$ -

6. TOTAL EARNED LESS RETAINAGE..... \$ 663,014

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....

8. CURRENT PAYMENT DUE..... \$ 633,750

9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 29,264

(Line 3 less line 7)

State of: Connecticut County of: New Haven  
Subscribed and sworn before me this 28th day of December 2020  
Notary Public: *Black G. Polter*  
My Commission expires: 8/31/24

Amount of Approval: \$

29,264.00

CONTINUATION SHEET

A/A DOCUMENT G703

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED		WORK COMPLETED		COMPLETED & Store to date	PCT %	BALANCE TO FINISH
		VALUE	PREVIOUS	CURRENT				
2	Mobilization	\$ 25,500.00	\$ 25,500.00			\$ 25,500.00	100%	\$ -
2	Lawns & Planting	\$ 3,500.00	\$ 3,500.00			\$ 3,500.00	100%	\$ -
2	Demolition (dumpster fees)	\$ 14,250.00	\$ 14,250.00			\$ 14,250.00	100%	\$ -
4	Masonry	\$ 30,600.00	\$ 30,600.00			\$ 30,600.00	100%	\$ -
5	Metals (Entry door Thresholds)	\$ 3,545.00	\$ 3,545.00			\$ 3,545.00	100%	\$ -
6	Rough Carpentry	\$ 12,670.00	\$ 12,670.00			\$ 12,670.00	100%	\$ -
6	Finish Carpentry	\$ 10,450.00	\$ 10,450.00			\$ 10,450.00	100%	\$ -
7	Moisture Protection (exterior HM doors)	\$ 4,300.00	\$ 4,300.00			\$ 4,300.00	100%	\$ -
7	Insulation	\$ 2,450.00	\$ 2,450.00			\$ 2,450.00	100%	\$ -
7	Interior caulking (Cabinets / tubs)	\$ 4,500.00	\$ 4,500.00			\$ 4,500.00	100%	\$ -
7	Caulking (exterior windows)	\$ 2,875.00	\$ 2,875.00			\$ 2,875.00	100%	\$ -
8	HM Exterior entry door (4)	\$ 2,595.00	\$ 2,595.00			\$ 2,595.00	100%	\$ -
8	HC Apt interior doors (28)	\$ 6,500.00	\$ 6,500.00			\$ 6,500.00	100%	\$ -
8	1 3/4" SC Apt entry door (8)	\$ 5,400.00	\$ 5,400.00			\$ 5,400.00	100%	\$ -
8	Door hardware	\$ 2,255.00	\$ 2,255.00			\$ 2,255.00	100%	\$ -
8	Windows & glazing ( approx. 114 units)	\$ 110,000.00	\$ 110,000.00			\$ 110,000.00	100%	\$ -
9	Drywall repair (Lite)	\$ 5,651.00	\$ 5,651.00			\$ 5,651.00	100%	\$ -
9	Drywall repair (moderate)	\$ 8,500.00	\$ 8,500.00			\$ 8,500.00	100%	\$ -
9	Drywall repair (heavy)	\$ 12,450.00	\$ 12,450.00			\$ 12,450.00	100%	\$ -
9	Resilient flooring	\$ 37,264.00	\$ 37,264.00			\$ 37,264.00	100%	\$ -
9	Vinyl tile repair	\$ 7,506.00	\$ 7,506.00			\$ 7,506.00	100%	\$ -
9	Clean & wax existing repaired tile floors	\$ 5,760.00	\$ 5,760.00			\$ 5,760.00	100%	\$ -
9	Painting Apts	\$ 45,510.00	\$ 45,510.00			\$ 45,510.00	100%	\$ -
9	Materials for Owner's volunteers	\$ 2,240.00	\$ 2,240.00			\$ 2,240.00	100%	\$ -
9	Corridors / elevator lobby	\$ 6,875.00	\$ 6,875.00			\$ 6,875.00	100%	\$ -
10	Specialties (missing bath accessories)	\$ 4,400.00	\$ 4,400.00			\$ 4,400.00	100%	\$ -
10	Medicine cabinet (2)	\$ 350.00	\$ 350.00			\$ 350.00	100%	\$ -
11	Counter tops	\$ 14,375.00	\$ 14,375.00			\$ 14,375.00	100%	\$ -
11	Kitchen cabinets (14 new)	\$ 35,000.00	\$ 35,000.00			\$ 35,000.00	100%	\$ -
11	Kitchen cabinets (5 rebuild)	\$ 9,608.00	\$ 9,608.00			\$ 9,608.00	100%	\$ -
11	Vanities (19 apts, 2 commons)	\$ 4,725.00	\$ 4,725.00			\$ 4,725.00	100%	\$ -
11	Appliance (refer, gas range, vent range hood)	\$ 22,226.00	\$ 22,226.00			\$ 22,226.00	100%	\$ -
	SUB TOTAL PAGE 1 of 2	\$ 463,830.00	\$ 463,830.00	\$ -		\$ 463,830.00	100%	\$ -



# CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2

[illegible]

**Owner: Christian Community Action**

Address: 186 Davenport Street

Date: November 28, 2020

**EXTRA WORK**

REVISED

2

No.	Description	labor	material	Sub-Total	Disapprove	Approved	Tri-Con	Comment
1	Paint trim around 3 pairs of exterior doors	\$ 250.00	\$ 50.00	\$ 300.00		\$ 300.00	Tri-Con	Owner's request-Tri-Con approval
2	Repair Westside concrete porch step	\$ 400.00	\$ 50.00	\$ 450.00	\$ 450.00		Tri-Con	Tri-Con requested and approval
3	Relocate drain for relocated base cabinet	\$ 500.00		\$ 2,565.00	\$ 500.00			Required in specification
4	Paint 3 - first flr apartments	\$ 2,565.00		\$ 2,565.00	\$ 2,565.00			Incorporated in contract cost
5	Extra apartment interior doors (8)	\$ 325.92	\$ 960.00	\$ 1,285.92		\$ 1,285.92	Owners Cost	Should submit cost invoice
6	Rebuild So. Corner brick column	\$ 3,500.00		\$ 3,500.00		\$ 3,500.00	Tri-Con	Owner's request-Tri-Con approval
7	65 foot lift rental (extra week)	\$ 2,529.00		\$ 2,529.00		\$ 2,529.00		Owner's delay
8	Fork lift for loading flooring into building	\$ 584.98		\$ 584.98	\$ 584.00			Incorporated in contract cost
9	400 sf Additional brick pointing @ \$9.00/sf	\$ 3,600.00		\$ 3,600.00		\$ 3,600.00	Owners Cost	Requested additional areas
10	Remove old gas stove lines	\$ 500.00		\$ 500.00	\$ 500.00			Required in specification
11	First & Second flr corridor clean and waxing	\$ 600.00		\$ 600.00	\$ 500.00			Required in specification
12	Demo Bath Med. Cab (increase wall size)	\$ 250.00		\$ 250.00	\$ 250.00			Required in specification
13	Repair 1st / 2nd call for aid system	\$ 400.00		\$ 400.00	\$ 400.00			Required in specification
14	6 boilers re-built (numerous missing parts)	\$ 1,500.00		\$ 1,500.00		\$ 1,500.00	Owners Cost	Work exceeded specifications
15	New outlets (117). P&S plates , light fix.	\$ 4,741.00		\$ 4,741.00	\$ 4,741.00			Required in specification
16	Remove and replace vinyl base in corridors	\$ 1,982.00		\$ 1,982.00	\$ 1,982.00			Cost rejected
	Paint 2nd flr corridor	\$ 5,000.00		\$ 5,000.00		\$ 5,000.00		Cost rejected by Owner
17	Totals				\$ 12,472.00	\$ 17,714.92		
	SUMMARY		CM cost		Sub cost	Owner's cost		
	Disapprovals				\$ 12,022.00			
	Tri-Con's Approval		\$4,250.00	\$32,352.90				
	Owner's Approvals					\$ 17,714.92	✓	

## EXHIBIT III.E

### Fiscal operation plan

See attached fiscal plan including 3 year proforma operating budget..



CHRISTIAN COMMUNITY ACTION, INC.  
660 WINCHESTER

BUDGET  
FY22

FY23

PROFORMAS  
FY24

FY25

	LINE ITEM DESCRIPTION	Residential	Residential	Residential	Residential
-3	Rent Revenue- Gross Potential	41,400	43,056	44,778	46,569
-2	Tenant Assistance Payments (HAP Receipts)	205,608	213,832	222,386	231,281
-1	Rent Revenue- Stores & Commercial				
0	Rent Revenue- Garage & Parking				
1	Flexible Subsidy Revenue				
2	Miscellaneous Rent Revenue				
3	Excess Rent				
4	Rent Revenue- Insurance				
5	Special Claims Revenue				
6	Retained Excess Income				
7	<b>Total Rent Revenue (GPI @ 100% Occupancy)</b>	247,008	256,888	267,164	277,850
8	Apartments- Vacancy	12,350	12,844	13,358	13,893
9	Stores & Commercial- Vacancy				
10	Rental Concessions				
11	Garage & Parking- Vacancy				
12	Miscellaneous (other vacancy)				
13	<b>Total Vacancies</b>	(12,350)	(12,844)	(13,358)	(13,893)
14	<b>Net Rental Revenue (Rent Revenue Less Vacancy)</b>	234,658	244,044	253,806	263,958
15	Elderly & Congregate Serv. Income (attach schedule)				
16	Financial Revenue- Project Operations				
17	Revenue from Investments- Residual Receipts				
18	Revenue from Investments- Replacement Reserves				
19	Revenue from Investments- Miscellaneous				

20	<b>Total Financial Revenue</b>	0	0	0	0
21	Laundry & Vending Revenue				
22	NSF & Late Fees	1,250	1,250	1,250	1,250
23	Damages & Cleaning Fees	1,222	1,273	1,330	1,368
24	Forfeited Tenant Security Deposits				
25	<b>Tenant Charges (Total of Line 22-24)</b>	2,472	2,523	2,580	2,618
26	Interest Reduction Payments				
27	Miscellaneous Revenue				
28	<b>Total Other Revenue</b>	2,472	2,523	2,580	2,618
29	Other Revenue - Vacancy (20% of Lines 21 - 27)	(494)	(505)	(516)	(524)
30	<b>TOTAL REVENUE</b>	236,635	246,062	255,870	266,052
31	Conventions & Meetings				
32	Management Consultants	0	0	0	0
33	Advertising & Marketing	4,500	4,500	4,500	4,500
34	Apartment Resale Expenses (Co-ops)	0	0	0	0
35	Other Renting Expenses	0	0	0	0
36	Office Salaries	0	0	0	0
37	Office Supplies	3,240	3,337	3,437	3,540
38	Telephone & Answering Service	6,000	6,180	6,365	6,556
39	<b>Office Expenses (Total of Line 37 &amp; 38)</b>	9,240	9,517	9,803	10,097
40	Office or Model Apartment Rent	0	0	0	0
41	Management Fee	0	0	0	0
42	Manager or Superintendent Salaries	14,547	15,129	15,734	16,363
43	Administrative Rent Free Unit	0	0	0	0
44	Legal Expense-- Project	1,400	1,000	1,000	1,000
45	Audit Expense	5,000	5,000	5,000	5,000
46	Bookkeeping Fees/Accounting Services	9,000	9,000	9,000	9,000
47	Bad Debts	2,570	2,570	2,570	2,570

48	Miscellaneous Administrative Expenses	2,377		2,377	2,377	2,377
49	<b>Total Administrative Expenses</b>	<b>48,634</b>		<b>49,093</b>	<b>49,984</b>	<b>50,907</b>
50	Fuel Oil/ Coal					
51	Electricity	23,883		26,271	28,898	31,788
52	Water	7,980		8,778	9,217	9,678
53	Gas	10,464		11,301	12,205	13,182
54	Sewer					
55	<b>Total Utilities Expenses</b>	<b>42,327</b>		<b>46,350</b>	<b>50,321</b>	<b>54,648</b>
56	Janitor & Cleaning Payroll	0		0	0	0
57	Grounds Payroll	0		0	0	0
58	Repairs Payroll	0		0	0	0
59	<b>Payroll (Total of Line 56 - 58)</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>
60	Janitor and Cleaning Supplies	1,235		1,272	1,310	1,350
61	Exterminating Supplies	0		0	0	0
62	Ground Supplies	1,368		1,409	1,451	1,495
63	Repairs Material	2,926		3,014	3,104	3,197
64	Decorating Supplies	0		0	0	0
65	<b>Supplies (Total of Line 60 - 64)</b>	<b>5,529</b>		<b>5,695</b>	<b>5,866</b>	<b>6,042</b>
66	Janitor and Cleaning Contracts	0		0	0	0
67	Exterminating Contracts	1,463		1,507	1,552	1,599
68	Grounds Contracts	3,360		3,461	3,565	3,672
69	Repairs Contracts	2,850		2,936	3,024	3,114
70	Elevator Maintenance Contract	2,900		2,987	3,077	3,169
71	Swimming Pool Maintenance Contract	0		0	0	0
72	Decorating (Painting) Contract/Payroll	2,242		2,309	2,379	2,450
73	<b>Contracts (Total of Line 66 - 72)</b>	<b>12,815</b>		<b>13,199</b>	<b>13,595</b>	<b>14,003</b>
74	Operating & Maintenance Rent Free Unit	0		0	0	0
75	Garbage & Trash Removal	3,135		3,229	3,326	3,426

76	Security Payroll/ Contracts	5,700		5,871	6,047	6,229
77	Security Rent Free Unit	0		0	0	0
78	Heating/Cooling Repairs & Maintenance	3,040		3,131	3,225	3,322
79	Snow Removal	2,894		2,980	3,070	3,162
80	Vehicle & Maint. Equip. Operation & Repair	0		0	0	0
81	Miscellaneous Operating & Maintenance	0		0	0	0
82	<b>Total Operating &amp; Maintenance Expenses</b>	<b>33,113</b>	<b>34,106</b>	<b>35,129</b>	<b>36,183</b>	
83	Real Estate Tax	6,969	7,178	7,393	7,615	
84	Payroll Taxes (project share)	22,563	23,465	24,169	24,894	
85	Property & Liability Insurance	18,164	18,709	19,270	19,848	
86	Fidelity Bond Insurance	2,000	2,000	2,000	2,000	
87	Workmen's Compensation					
88	Health Insurance & Other Benefits					
89	Miscellaneous Taxes, Licenses, Permits	4,500	4,500	4,500	4,500	
90	Other Insurance					
91	<b>Misc. Taxes, Lic., Permits &amp; Ins. (Lines 89 &amp; 90)</b>	<b>4,500</b>	<b>4,500</b>	<b>4,500</b>	<b>4,500</b>	
92	<b>Total Taxes &amp; Insurance</b>	<b>54,196</b>	<b>55,852</b>	<b>57,333</b>	<b>58,858</b>	
93	<b>Elderly &amp; Congregate Serv. Expense (attach schedule)</b>	<b>58,236</b>	<b>60,565</b>	<b>62,988</b>	<b>65,508</b>	
94	<b>TOTAL OPERATING EXPENSES</b>	<b>236,505</b>	<b>245,967</b>	<b>255,754</b>	<b>266,103</b>	
95	<b>OPERATING INCOME (LOSS)</b>	<b>130</b>	<b>95</b>	<b>116</b>	<b>(51)</b>	
96	Mortgage Principal & Interest- CHFA Debt					
97	Mortgage Principal & Interest- Other Debt					
98	Mortgage Insurance Premium/ Service Charges					
99	Miscellaneous Financial Expenses					
100	<b>Total Financial Expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
101	Replacement Reserve Deposits					
102	Operating (Other) Reserve Deposits					
103	<b>NET PROJECTED CASH FLOW</b>	<b>130</b>	<b>95</b>	<b>116</b>	<b>(51)</b>	

104	Replacement Reserve Releases	6,650		6,650	6,650	6,650
105	Operating Reserve Releases					
106	Capital Improvements- Building (attach schedule)					
107	Capital Improvements- Equipment (attach schedule)					
108	Net Operating Income (NOI)					
109	Debt Service Coverage Ratio (DSC)					
110	Per Unit Expenses (Excluding: RE Taxes & Reserves)	12,752	13,266	13,798	14,360	

## EXHIBIT III.G

### Governmental Approvals

See attached building permit.



**James Turcio**  
**Building Official**

## CITY OF NEW HAVEN

*Justin Elicker, Mayor*

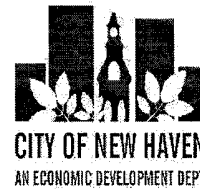
### BUILDING DEPARTMENT

200 Orange Street, 5<sup>th</sup> Floor

New Haven, CT 06510

Phone: (203) 946-8045 Fax: (203) 946-8049

[www.newhavenct.gov](http://www.newhavenct.gov)



**Michael Piscitelli Acting**  
**Economic Development**  
**Administrator**

### Building Inspection Process

Call 48 hours in advance to schedule inspections

1. Call for inspection prior to pouring concrete.
2. **Foundation Inspection:** Set forms and required reinforcement.  
Call for inspection prior to pouring concrete.
3. **Backfill:** Install or apply footing drains, tar membrane, waterproofing, and/or insulation, if applicable. Call for inspection prior to backfilling.
4. **Sheathing Inspection:** Prior to roofing and siding, call for inspection.  
This inspection may also be used as a preliminary framing inspection.
5. **Rough Plumbing/HVAC/Electrical**
6. **Framing Inspection:** Call for inspection only after Plumbing/HVAC/ Electrical rough inspection has been approved.  
All firestopping components shall be installed.
7. **Insulation Inspection:** Call for inspection prior to sheetrocking.
8. **Above Ceiling Inspection:** required by all trades.
9. **Final Plumbing/HVAC/Electrical**
10. **Final Building Inspection**
11. **Swimming Pool Inspection**

*This list is not necessarily all inclusive.  
Additional inspections and/or documentation may be required per the Special Inspection requirement  
of the Connecticut Building Code.*

### Obtaining a Certificate of Occupancy

All departmental final inspections are to be approved. This also includes any other city departmental approvals, if applicable.

Revised estimates (actual costs) are to be submitted. Cost shall be listed for each trade.



Toni N. Harp  
Mayor

James Turcio  
Building Official

~~Plumbing~~  
~~MECHANICAL~~  
**PERMIT APPLICATION**

**PAID**

CITY OF NEW HAVEN

Toni N. Harp, Mayor

DEC 31 2018

**BUILDING DEPARTMENT**

**BUILDING DEPT.**

200 Orange Street, 5th Floor  
New Haven, CT 06510

Phone: (203) 946-8045 Fax: (203) 946-8049

www.cityofnewhaven.com

(FOR OFFICIAL USE ONLY)

PERMIT NO:

P-18-752

Entered By:

Building Permit No:

B. \_\_\_\_\_

Application to do Mechanical work in accordance with the Mechanical Code of the State of Connecticut and all applicable state and national standards in a building hereinafter described:

**TYPE OF PERMIT:**

☐ HEATING

☐ BOILER- Make: \_\_\_\_\_ Model: \_\_\_\_\_

☐ AIR CONDITIONING

\*NOTE: A HEAT LOSS IS REQUIRED AT THE TIME OF APPLICATION FOR NEW AND REPLACEMENTS

☐ HOOD (MUST BE SEPARATE PERMIT)

☐ REFRIGERATION/COOLER

1. Work Location: 660 Winchester Ave New Haven, CT

2. Owner Name: Bonita G. Gals Phone No: (203) 777-2771

Address: 660 Winchester Ave

3. Kind of Building: ☒ Residential ☐ Non-Residential/Commercial ☐ Mixed Use

4. Applicant Name: Mike Janis

5. Contractor Name: West Haven Sheet Metal Phone No: 203-215-8018

Address: 255 Forest Rd. West Haven, CT 06516

\*Note this is where the permit will be mailed.

Conn. State License (Type and Number): HTB 0398314-S9

Email Address: HLT LLC 2002@yahoo.com

☐ HOT WATER

☐ STEAM

☒ GAS

☐ OIL

☐ WARM AIR SYSTEM

☐ FIREPLACE

(This includes Labor and Materials)

Cost Estimate: \$2600.00

Permit Fee: \$ 110.78

Certificate of Approval: \$30.00 if applicable

Total Fee: \$ 140.78

**Description of Job:**

1 - Drip Legs to existing Equipment  
missing Discharge Pipes

CERTIFICATION: I hereby certify that: ☐ I am the owner of record of the named property, or ☒ that the proposed work is authorized by the owner of record and/or I have been authorized to make this application as an authorized agent, and we agree to conform to all applicable laws, regulations, and ordinances. All information contained within is true and accurate to the best of my knowledge and belief.

X

Signature of Owner/Authorized Agent

DATE: 12/19/2018

Inspector Signature: [Signature]

DATE: 12/19/2018

Received By: [Signature]

DATE: 12/19/2018

(For Official Use Only)

☐ CASH ☒ CHECK# 1070

☐ CREDIT CARD (MasterCard, Visa)



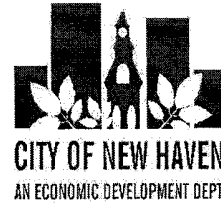
# DISPLAY PERMIT IN A CONSPICUOUS PLACE ON THE PREMISES



## CITY OF NEW HAVEN

### BUILDING DEPARTMENT

200 Orange Street 5th Floor  
New Haven, CT 06510  
Phone: 203-946-8045



# ELECTRICAL PERMIT

Permit No: E-21-00368

Parent Pin: E-21-00368

Applicant Name: Jim Toscano  
Company Name: Stanley Security  
Contractor Name: Jim Toscano  
Address: 265 Sylvan Valley Road Orange CT 06477

Construction Cost: \$5000  
Permit Fee: \$196.30  
Certificate Fee: \$30.00

**TOTAL FEE: \$226.30**

This certifies that COMMUNITY ACTION INC CHRISTIAN has permission to erect, alter or demolish a building on: 660 WINCHESTER AV as follows:

Replace existing fire system with new Silent Knight 5208 ten zone FACP. Existing smoke detectors, heat detectors, strobes, horn strobes and manual pull stations will be replaced per the Fire Marshal's recommendation. ( Frank Filardo 203-589-2631). CSBC 2018. CERTIFICATE OF APPROVAL.

Use Group(s):					
Construction Type:					

### All Other Work and MEPS Require Separate Permits

Provided the person accepting this permit shall in every respect conform to the terms of the application therefore on file in this office, and to the provisions of regulations or ordinances relating to the Location, Inspection, Alteration and Construction of Buildings in the City of New Haven.

*Note: The recipient of this permit accepts this permit on the condition that as owner or as agent of the owner, he/she agrees to comply with all Building & Zoning Regulations of the City of New Haven & State Statutes of the State of Connecticut regarding the use, occupancy, & type of building or structure to be constructed, added to, demolished, or altered. The recipient also agrees that this building is to be located the proper distance from all street lines, all property yard lines, & required distances from all other zones & is located in a zone in which the building & its use is allowed or has been approved*

Review for Compliance by:

Date: 04/12/2021

### All permits

approved are subject to inspections performed by a representative from the Building Department Office. Requests for inspections must be made at least 48 hours in advance.

  
James Turcio, Building Official

Date Issued: 04/21/2021

**TO SCHEDULE INSPECTIONS CALL 203-946-2826 OR 203-946-7594**

# DISPLAY PERMIT IN A CONSPICUOUS PLACE ON THE PREMISES



## CITY OF NEW HAVEN

### BUILDING DEPARTMENT

200 Orange Street 5th Floor

New Haven, CT 06510

Phone: 203-946-8045



CITY OF NEW HAVEN

AN ECONOMIC DEVELOPMENT DEPT.

# ELECTRICAL PERMIT

Construction Cost: \$3600

Permit Fee: \$141.04

Certificate Fee: \$30.00

Permit No: E-20-00938

Applicant Name: Jovino Deleon jr

Parent Pin: E-20-00938

Contractor Name:

Address:

**TOTAL FEE: \$171.04**

Use Group(s):					
Construction Type:					

This certifies that COMMUNITY ACTION INC CHRISTIAN has permission to erect, alter or demolish a building on: 660 WINCHESTER AV as follows:

Replacement of light fixtures, battery smokes, gfci, damage outlet and switches

### All Other Work and MEPS Require Separate Permits

Provided the person accepting this permit shall in every respect conform to the terms of the application therefore on file in this office, and to the provisions of regulations or ordinances relating to the Location, Inspection, Alteration and Construction of Buildings in the City of New Haven.

*Note: The recipient of this permit accepts this permit on the condition that as owner or as agent of the owner, he/she agrees to comply with all Building & Zoning Regulations of the City of New Haven & State Statutes of the State of Connecticut regarding the use, occupancy, & type of building or structure to be constructed, added to, demolished, or altered. The recipient also agrees that this building is to be located the proper distance from all street lines, all property yard lines, & required distances from all other zones & is located in a zone in which the building & its use is allowed or has been approved*

Review for Compliance by:

Date: 07/16/2020

All permits

approved are subject to inspections performed by a representative from the Building Department Office. Requests for inspections must be made at least 48 hours in advance.

James Turcio, Building Official

Date Issued: 07/16/2020

**TO SCHEDULE INSPECTIONS CALL 203-946-2826 OR 203-946-7594**

## EXHIBIT III.H

### Disclosure Statement of All Parties and Principals

Owner of Fee Title to Property: Christian Community Action, Inc.

Owner of Ground Leasehold Interest: 660 Winchester LLC

Condominium Declarant & Fee Owner of Residential Unit: 660 Winchester LLC

Members of 660 Winchester LLC:

99.99% Christian Community Action, Inc.

0.01% Glendower Winchester LLC (100% member – The Glendower Group, Inc.)

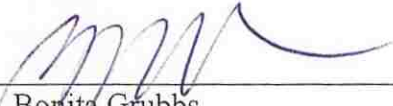
Christian Community Action, Inc. is a 501(c)(3) Connecticut non-stock corporation and has no owners or stockholders.

## EXHIBIT III.K

### Certification by Developer

Christian Community Action, Inc. hereby certifies that all information contained in the application to which this certification is attached is true and correct to the best of its knowledge. Attached hereto as Exhibit III.K.1 is a resolution of the board of directors of Christian Community Action, Inc. authorizing the corporation to request this tax abatement and authorizing the undersigned to take actions necessary to obtain the same.

CHRISTIAN COMMUNITY ACTION, INC.

By:   
Rev. Bonita Grubbs  
Its Executive Director

STATE OF CONNECTICUT       )  
  ) ss. NEW HAVEN  
COUNTY OF NEW HAVEN     )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of May 2022, by Rev. Bonita Grubbs, Executive Director of Christian Community Action, Inc., a Connecticut non-stock corporation, on behalf of the corporation.

  
\_\_\_\_\_

Commissioner of the Superior Court  
Notary Public       **GREGG T. BURTON**  
My Commission Expires: \_\_\_\_\_  
                                  **Commissioner of the Superior Court**

## EXHIBIT IV.A.2

### Corporate Documents

See the following attached corporate/limited liability company documents:

1. Certificate of Incorporation of Christian Community Action, Inc.
2. Bylaws of Christian Community Action, Inc.
3. Certificate of Organization of 660 Winchester LLC
4. Operating Agreement of 660 Winchester LLC (DRAFT)

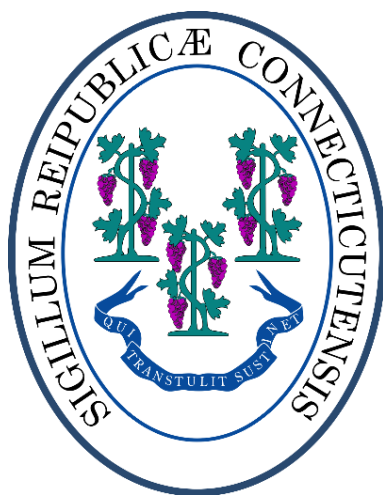
# Secretary of the State of Connecticut

Denise W. Merrill

I, the Connecticut Secretary of the State, and keeper of the seal thereof, do hereby certify the annexed copy is a true copy of the record indicated below as filed in this office.

## Certified Copy Details

Business Name	CHRISTIAN COMMUNITY ACTION, INC.
Filing Type	Certificate of Incorporation
Number of Pages	6
Filing Date & Time	2/6/1967



*In testimony whereof, I have hereunto set my hand and caused the Seal of the State of Connecticut to be affixed at the City of Hartford on May 18, 2022.*

A handwritten signature in black ink, appearing to read 'Denise W. Merrill', is written over a horizontal line.

Denise W. Merrill  
Secretary of the State

Certificate ID: CP-00024192

To verify this certificate, visit: <https://service.ct.gov/business/s/verifycertificate>

Or visit [Business.CT.gov](https://business.ct.gov), all business services, certificate request, and verify certificate.

## CERTIFICATE OF INCORPORATION

(Nonstock Corporation)

We, the incorporators, certify that we hereby associate ourselves as a body politic and corporate under the Nonstock Corporation Act of the State of Connecticut.

1. The name of the corporation is Christian Community Action, Inc.

2. The nature of the activities to be conducted or the purposes to be promoted or carried out by the corporation are as follows:

a. To establish an ecumenical training center which will equip clergy and laity to live and serve more effectively as a Christian community in an urbanized society;

b. To work toward a greater understanding of the complexities of the urban and suburban environment as the social setting in which the Christian mission is to be exercised;

c. To engage in joint community service with all others interested in meeting the needs of people living in an urbanized society, both in cooperation with existing agencies already engaged in such activity and directly answering needs not being met adequately by present agencies;

d. To receive, hold and manage the corporation's funds and property, both real and personal, in trust and otherwise, by gift, devise, bequest or otherwise, for religious, charitable and educational purposes.

3. The corporation shall not engage in any activities which may not be carried on by a charitable, scientific or educational organization within the meaning of Section 501(c)(3) of the United States Internal Revenue Code of 1954 and relevant regulations, rulings and court decisions thereunder. No substantial part



of the activities of the corporation shall be carrying on propaganda or otherwise attempting to influence legislation, nor shall the corporation participate or intervene, by publishing or distributing statements or otherwise, in any political campaign on behalf of any candidate for public office.

4. No part of the corporation's income shall be distributed to its officers or directors, and the corporation shall not have or issue shares of stock or pay dividends. Nothing herein shall be construed to preclude any director or officer from serving the corporation in some other capacity or from receiving reasonable compensation for services actually rendered to the corporation in effecting one or more of its purposes.

5. The corporation shall have no members. The board of directors shall manage the activities, property and affairs of the corporation, and to those ends may exercise any and all powers of the corporation. The board of directors shall be self-perpetuating and constituted as provided in the bylaws to be adopted by the corporation.

6. In the event of the dissolution of the corporation or the termination of its corporate existence, the assets of the corporation shall be applied and distributed as follows:

a. All liabilities and obligations of the corporation shall be paid, satisfied and discharged, or adequate provision made therefor;

b. Assets held by the corporation upon conditions requiring return, transfer or conveyance, which conditions occur by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements;

c. All other assets shall be transferred to such corporations, persons or groups or organizations having tax-exempt status



under Section 501(c)(3) of the United States Internal Revenue Code of 1954 (or such equivalent section that may be in effect on the date of dissolution of the corporation) as the board of directors shall designate. No part of the property or assets of the corporation shall inure to the benefit of any directors, officers or employees of the corporation.

7. This certificate may be amended from time to time by a two-thirds vote of all of the directors at that time constituting the board of directors, provided, however, that the certificate may not be amended to permit any corporate action forbidden to any corporation or any organization described in Section 501(c)(3) of the Internal Revenue Code of 1954 (or such equivalent sections as may be in effect at the time of any such amendment).

Dated at New Haven, Connecticut, this 3rd day of February, 1967.

Lawrence W. Iannotti  
David P. Nehring  
Raymond C. Schulze  
 Incorporators

STATE OF CONNECTICUT )  
 ) ss.: New Haven, February 3, 1967  
 COUNTY OF NEW HAVEN )

Personally appeared Lawrence W. Iannotti, David P. Nehring and Raymond C. Schulze and made oath to the truth of the foregoing certificate by them signed, before me.

Richard K. Snyder  
 Notary Public

41-

869

CERTIFICATE OF INCORPORATION  
(Nonstock Corporation)

CHRISTIAN COMMUNITY ACTION, INC.

FILED State of Connecticut

FEB 6 - 1967 2:50 PM

Notary Public for  
S. S. [Signature]  
[Signature]

CHARTER FEE \$ 30  
Filing \$ 4  
Certification \$ 1  
[Signature]

Gumbrant, Carlson, Sykes & Cooper  
P.O. Box 1936  
New Haven, Conn. RE Sykes

Certified Copy Sent  
FEB 14 1967

## APPOINTMENT OF STATUTORY AGENT FOR SERVICE

(Stock or Nonstock Corporation)

To the Secretary of the  
State of Connecticut:1. Christian Community Action, Inc.  
Name of Corporation appointsas its statutory agent for service Lawrence W. Iannotti  
(Must be a natural person who is a resident of Connecticut; or a Connecticut corporation; or a corporation not organized under the laws of Connecticut which has a Certificate of Authority to transact business or conduct affairs in Connecticut.)

2. Address of statutory agent for service:

a. (If the appointee is a natural person)

205 Church Street  
New Haven, Connecticut

Business Address

42 Troiano Road  
Hamden, Connecticut

Residence Address

b. (If the appointee is a Connecticut corporation)

205 Church Street  
New Haven, Connecticut

Address of principal place of business thereof in Connecticut, if any. (If none, address of appointee's statutory agent for service.)

c. (If appointee is a corporation not organized under the laws of Connecticut.)

Address of principal office in this State, if any. (If none, enter "Secretary of the State of Connecticut".)

Dated at New Haven, Connecticut this 3rd day of February, 19 67Lawrence W. Iannotti  
David P. Whiting  
Raymond A. Phelps

(Original appointment must be signed by majority of incorporators and filed with the original Certificate of Incorporation; subsequent appointments must be signed by the President or a Vice President or Secretary; the appointment filed with a Certificate of Consolidation must be signed by the President or a Vice President or Secretary of a consolidating corporation.)

Accepted:

Lawrence W. Iannotti  
Statutory Agent for Service

STATE OF CONNECTICUT  
Secretary of the State

APPOINTMENT OF STATUTORY  
AGENT FOR SERVICE

(Stock or Nonstock Corporation)

CHRISTIAN COMMUNITY ACTION, INC.

FILED State of Connecticut

FEB 6 - 1967 2-50 PM

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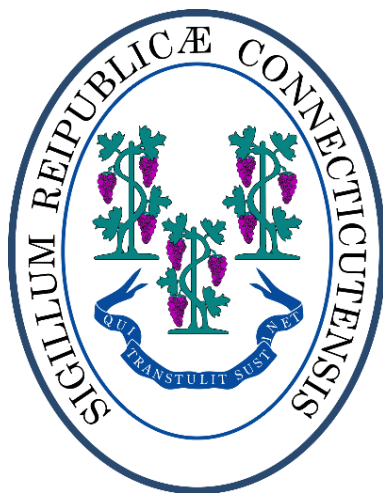
# Secretary of the State of Connecticut

Denise W. Merrill

I, the Connecticut Secretary of the State, and keeper of the seal thereof, do hereby certify the annexed copy is a true copy of the record indicated below as filed in this office.

## Certified Copy Details

Business Name	CHRISTIAN COMMUNITY ACTION, INC.
Filing Type	Amend
Number of Pages	3
Filing Date & Time	7/6/1990



*In testimony whereof, I have hereunto set my hand and caused the Seal of the State of Connecticut to be affixed at the City of Hartford on May 18, 2022.*

A handwritten signature in black ink, appearing to read "Denise W. Merrill", is written over a horizontal line.

Denise W. Merrill  
Secretary of the State

Certificate ID: CP-00024191

To verify this certificate, visit: <https://service.ct.gov/business/s/verifycertificate>

Or visit [Business.CT.gov](https://business.ct.gov), all business services, certificate request, and verify certificate.

91933 A001 5/24/90 701- 2100  
074504A001 07-00 000001 01 00 00.00  
h/

CERTIFICATE AMENDING OR RESTATING CERTIFICATE OF INCORPORATION  
61-38 Rev 4/89  
NonStock Corporation

**VOL 1167**

STATE OF CONNECTICUT  
SECRETARY OF THE STATE  
30 TRINITY STREET  
HARTFORD, CT 06106

**0430**

Christian Community Action, Inc.

1. Name of Corporation

2. The Certificate of Incorporation is: (Check One)

- ☒ A. Amended only, pursuant to Conn. Gen. Stat. §33 - 473
- ☐ B. Amended and restated, pursuant to Conn. Gen. Stat. §33 - 474(c).
- ☐ C. Restated only, pursuant to Conn. Gen. Stat. §33 - 474(a).

(Set forth here the resolution of amendment and/or restatement. Use a 8 1/2 X 11 attached sheet if more space is needed).

See Exhibit A hereto.

- ☐ D. Restated and superseded pursuant to Conn. Gen. Stat. §33 - 474(d).  
(Set forth here the resolution of amendment and/or restatement. Use a 8 1/2 X 11 attached sheet if more space is needed).

(If 2A is checked, go to 5 to complete this certificate. If 2B or 2C is checked, complete 3A or 3B. If 2D is checked, complete 4)

3. (Check one)

- ☐ A. This certificate purports merely to restate but not to change the provisions of the original Certificate of Incorporation as supplemented and amended to date, and there is no discrepancy between the provisions of the original Certificate of Incorporation as supplemented and amended to date, and the provisions of this Restated Certificate of Incorporation. (If 3A is checked, go to 5 to complete this certificate).
- ☐ B. This Restated Certificate of Incorporation shall give effect to the amendment(s) and purports to restate all those provisions now in effect not being amended by such new amendment(s). (If 3B is checked, check 4, if true, and go to 5 to complete this Certificate).

4. (Check, if true)

- ☐ This restated Certificate of Incorporation was adopted by the greatest vote which would have been required to amend any provision of the Certificate of Incorporation as in effect before such vote and supersedes such Certificate of Incorporation.

0431

5. The manner of adopting the resolution was as follows: (Check one A, or B, or C).

☐ A. By the board of directors and members, pursuant to Conn. Gen. Stat. §33 - 473.  
Vote of Members: (Check (i) or (ii)).

(i) ☐ No members are required to voted as a class; the member's vote was as follows:

Vote Required for Adoption \_\_\_\_\_

Vote Favoring Adoption \_\_\_\_\_

(ii) ☐ There are members of more than one class entitled to vote as a class. The designation of each class required for adoption of the resolution and the vote of each class in favor of adoption were as follows:  
(Use an 8 1/2 x 11 attached sheet if more space is needed).

☒ B. By the board of directors acting alone, pursuant to Conn. Gen. Stat. § 33 - 473(b)(2).

The number of affirmative votes required to adopt such resolution is: 9

The number of directors' votes in favor of the resolution was: 9

We hereby declare, under the penalties of false statement, that the statements made in the foregoing certificate are true:

(Print or Type)	Signature	(Print or Type)	Signature
Name of Pres. <del>XXXX</del>	<i>[Signature]</i>	Name of Sec. <del>XXXX</del>	<i>[Signature]</i>
T. Burgett-Leutner	<i>[Signature]</i>	Jean Webb	<i>[Signature]</i>

☐ C. The resolution was adopted by vote of at least two-thirds of the incorporators before the organization meeting of the corporation, and approved in writing by all applicants for membership entitled to vote.

We (at least two-thirds of the incorporators) hereby declare, under the penalties of false statement, that the statements made in the foregoing certificate are true.

Signed _____	Signed _____	Signed _____
Signed _____	Signed _____	Signed _____

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

APPROVED by all subscribers, if none, so state: \_\_\_\_\_  
(Use an 8 1/2 X 11 attached sheet if more space is needed)

FILED  
JUL 12 1990  
ST.

JUL 12 1990

BY *[Signature]*  
STATE

FF 9  
EX 25  
CC 12  
EX 25  
471

Rec. CC, GS: (Type or Print)  
*Rec + CC*  
*JB 7-9-90*  
*MABEL DIAMOND*  
*TYLER, COOPER + ALCON*  
*CITY PLACE - 35th Floor*  
*HARTFORD, CT 06183*

Please provide filer's name and complete address for mailing receipt



0432

EXHIBIT A

CHRISTIAN COMMUNITY ACTION, INC.

RESOLUTION TO AMEND CERTIFICATE OF INCORPORATION

RESOLVED: That the Corporation shall amend its Certificate of Incorporation as follows:

(1) The following sentence is added to the end of the present Article 4:

"The personal liability of each director to the corporation for monetary damages for breach of duty as a director shall be limited to the amount received as compensation by the director for serving the corporation during the year of the violation to the extent permitted by law."



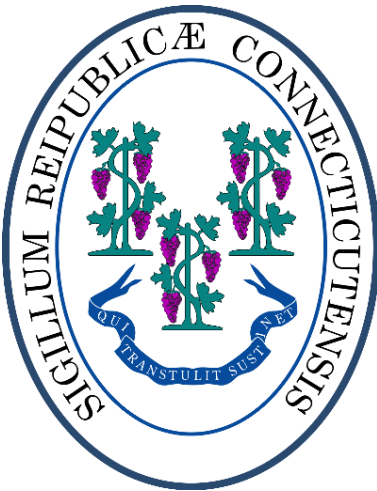
# Secretary of the State of Connecticut

## Denise W. Merrill

I, the Connecticut Secretary of the State, and keeper of the seal thereof, do hereby certify the annexed copy is a true copy of the record indicated below as filed in this office.

### Certified Copy Details

Business Name	CHRISTIAN COMMUNITY ACTION, INC.
Filing Type	Restate
Number of Pages	14
Filing Date & Time	7/1/2011



*In testimony whereof, I have hereunto set my hand and caused the Seal of the State of Connecticut to be affixed at the City of Hartford on May 18, 2022.*

A handwritten signature in black ink, appearing to read "Denise W. Merrill", is written over a horizontal line.

Denise W. Merrill  
Secretary of the State

Certificate ID: CP-00024190

To verify this certificate, visit: <https://service.ct.gov/business/s/verifycertificate>

Or visit Business.CT.gov, all business services, certificate request, and verify certificate.



# SECRETARY OF THE STATE OF

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SI

DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT

PHONE: 860-509-6003

WEBSITE: [www.concord-sots.ct.gov](http://www.concord-sots.ct.gov)

FILING #0004403926 PG 01 OF 14 VOL B-01538

FILED 07/01/2011 08:30 AM PAGE 02696

SECRETARY OF THE STATE  
CONNECTICUT SECRETARY OF THE STATE

## CERTIFICATE OF AMENDMENT NONSTOCK CORPORATION

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

### FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS):

NAME: Rev. Bonita Grubbs, Executive Director

ADDRESS: Christian Community Action

168 Davenport Avenue

CITY: New Haven

STATE: Connecticut

ZIP: 06519

**FILING FEE: \$20**

MAKE CHECKS PAYABLE TO "SECRETARY  
OF THE STATE"

### 1. NAME OF CORPORATION:

Christian Community Action, Inc.

### 2. THE CERTIFICATE OF INCORPORATION IS (check A, B or C):

☐ A. AMENDED

☐ B. RESTATED

☒ C. AMENDED AND RESTATED

THE RESTATED CERTIFICATE CONSOLIDATES ALL AMENDMENTS INTO A SINGLE DOCUMENT

### 3. TEXT OF EACH AMENDMENT / RESTATEMENT:

Please see attached

**4. VOTE INFORMATION** (CHECK A, B or C)


☐ A. THE AMENDMENT WAS DULY APPROVED BY THE MEMBERS IN THE MANNER REQUIRED BY SECTIONS 33-1140 TO 33-1147 OF THE CONNECTICUT GENERAL STATUTES, AND BY THE CERTIFICATE OF INCORPORATION.

☐ B. THE AMENDMENT WAS DULY APPROVED BY THE INCORPORATORS AND MEMBER APPROVAL WAS NOT REQUIRED.

☒ C. THE AMENDMENT WAS DULY APPROVED BY THE BOARD OF DIRECTORS AND MEMBER APPROVAL WAS NOT REQUIRED.

**5. EXECUTION:**

DATED THIS 17th DAY OF June, 20 11

NAME OF SIGNATORY	CAPACITY/TITLE OF SIGNATORY	SIGNATURE
Rev. Bonita Grubbs	Executive Director	

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SECRETARY OF THE STATE  
CONNECTICUT SECRETARY OF THE STATE



# Christian Community Action, Inc.

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SECRETARY OF THE STATE  
CONNECTICUT SECRETARY OF THE STATE

June 27, 2011

Administrative Offices

168 Davenport Avenue  
New Haven, CT 06519  
Phone: (203) 777-7848  
Fax: (203) 777-7923  
Email: cca@ccahelping.org  
www.ccahelping.org

Hillside Family Shelter

Davenport Site  
166-168 Davenport Avenue  
New Haven, CT 06519  
Phone: (203) 777-7848  
Fax: (203) 777-7923  
Sylvan Site  
124 Sylvan Avenue  
New Haven, CT 06519  
Phone: (203) 777-7172  
Fax: (203) 777-7174

Stepping Stone Transitional  
Housing Program

660 Winchester Avenue  
New Haven, CT 06511  
Phone: (203) 777-7167  
Fax: (203) 777-7171

Advocacy and Education Project  
Mothers For Justice  
LifeWorks Center

660 Winchester Avenue  
New Haven, CT 06511  
Phone: (203) 777-6072  
Fax: (203) 777-6039

PIVOT  
LifeWorks Center

660 Winchester Avenue  
New Haven, CT 06511  
Phone: (203) 777-6072  
Fax: (203) 777-6039



Offering  
Help,  
Housing  
and  
Hope

Atiya Lanza  
Secretary of the State  
30 Trinity Street  
P.O. Box 150470  
Hartford, CT 06115-0470

Dear Ms. Lanza:

I received the "rejected" business filing notice last week. In the notice, I indicated that we should have included any text revisions with the Amended and Restated Certificate of Incorporation.

I am attaching a copy of the existing Certificate of Incorporation. You will notice that the date of the document is February 6, 1967. One additional document represents the ONLY change that has been made.

It is impossible to indicate what specific changes have been made; the entire document was completely revised, reworked and recreated to resemble the current practice and requirements. What you received – also attached – is the result.

If you need further clarification, please do not hesitate to contact me. I do hope that this explanation and the attached documents are sufficient for approval.

Sincerely,

Bonita Grubbs (Rev.)  
Executive Director

Attachments

CERTIFICATE OF INCORPORATION

(Housatonic Corporation)

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FILED 07/01/2011 08:30 AM PAGE 02699  
CONNECTICUT SECRETARY OF THE STATE

We, the incorporators, certify that we hereby associate our-  
selves as a corporation and as persons under the Housatonic Cor-  
poration Act of the State of Connecticut.

1. The name of the corporation is Christian Community Action,  
Inc.

2. The nature of the activities to be conducted or the pur-  
poses to be promoted or carried out by the corporation are as  
follows:

a. To establish an ecumenical training center which will  
equip clergy and laity to live and serve more effectively as a  
Christian community in an urbanized society;

b. To work toward a greater understanding of the complex-  
ities of the urban and suburban environment as the social setting  
in which the Christian mission is to be exercised;

c. To engage in joint community service with all others  
interested in meeting the needs of people living in an urbanized  
society, both in cooperation with existing agencies already en-  
gaged in such activity and directly answering needs not being  
met adequately by present agencies;

d. To receive, hold and manage the corporation's funds  
and property, both real and personal, in trust and otherwise, by  
gift, devise, bequest or otherwise, for religious, charitable  
and educational purposes.

3. The corporation shall not engage in any activities which  
may not be carried on by a charitable, scientific or educational  
organization within the meaning of Section 501(c)(3) of the  
United States Internal Revenue Code of 1954 and relevant regula-  
tions, rulings and court decisions thereunder. No substantial part

of the activities of the corporation shall be carrying on propaganda or otherwise attempting to influence legislation, nor shall the corporation, officer, or director, in publishing or distributing statements or otherwise, in any political campaign on behalf of any candidate for public office.

4. No part of the corporation's income shall be distributed to its officers or directors, and the corporation shall not have or issue shares of stock or pay dividends. Nothing herein shall be construed to preclude any director or officer from serving the corporation in some other capacity or from receiving reasonable compensation for services actually rendered to the corporation in effecting one or more of its purposes.

5. The corporation shall have no members. The board of directors shall manage the activities, property and affairs of the corporation, and to these ends may exercise any and all powers of the corporation. The board of directors shall be self-perpetuating and constituted as provided in the bylaws to be adopted by the corporation.

6. In the event of the dissolution of the corporation or the termination of its corporate existence, the assets of the corporation shall be applied and distributed as follows:

a. All liabilities and obligations of the corporation shall be paid, satisfied and discharged, or adequate provision made therefor;

b. Assets held by the corporation upon conditions requiring return, transfer or conveyance, which conditions occur by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements;

c. All other assets shall be transferred to such corporations, persons or groups or organizations having tax-exempt status

under Section 501(c)(3) of the Internal Revenue Code of 1954 (or such equivalent section that may be in effect on the date of adoption of the said section) and the said corporation shall be exempt from federal income tax. No part of the property or income of the corporation shall inure to the benefit of any directors, officers or employees of the corporation.

7. This certificate may be amended from time to time by a two-thirds vote of all of the directors at that time constituting the board of directors, provided, however, that the certificate may not be amended to permit any corporate action forbidden to any corporation or any organization described in Section 501(c)(3) of the Internal Revenue Code of 1954 (or such equivalent sections as may be in effect at the time of any such amendment).

Dated at New Haven, Connecticut, this 3rd day of February, 1967.

St. Lawrence W. Iannotti

St. David P. Mohring

St. Raymond C. Schulte

Incorporators

STATE OF CONNECTICUT )  
COUNTY OF NEW HAVEN ) ss.: New Haven, February 3, 1967

Personally appeared Lawrence W. Iannotti, David P. Mohring and Raymond C. Schulte and made oath to the truth of the foregoing certificate by them signed, before me.

St. Richard A. Bender

Notary Public

FILED

A.M. FEB 6 1967 P.M.

ELLA T. GRASSO, Secretary of State  
PER E. S. KOSTER, JR.

(JAN 1)

OFFICE OF SECRETARY OF THE STATE

HARTFORD.

IN TESTIMONY WHEREOF, I have hereunto set  
my hand, and affixed the Seal of said State, at  
Hartford, this .....6th..... day  
of .....February..... A.D., 1967

Secretary of the State



CONSENT TO AMENDMENT OF

CERTIFICATE OF INCORPORATION

The undersigned directors of Christian Community Action, Inc. ("Corporation") hereby consent to an amendment of the Corporation's Certificate of Incorporation, by adding the following sentence to the end of the present Article 4:

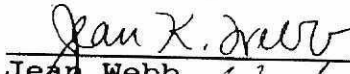
"The personal liability of each director to the corporation for monetary damages for breach of duty as a director shall be limited to the amount received as compensation by the director for serving the corporation during the year of the violation to the extent permitted by law."

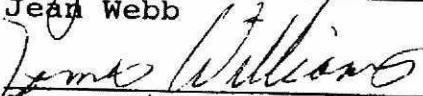
Signed:

  
Richard Bell

\_\_\_\_\_  
Robert Kilpatrick

\_\_\_\_\_  
Thomas Burgett-Leutner

  
Jean Webb

  
James Williams

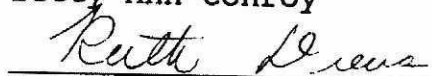
  
Joan Reynolds

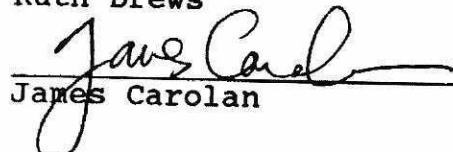
  
Evelyn Rodriguez

  
Mary Shaefer

  
Bruce Lewellyn

\_\_\_\_\_  
Betty Ann Conroy

  
Ruth Drews

  
James Carolan

AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
CHRISTIAN COMMUNITY ACTION, INC.  
(A Nonstock Corporation)

Christian Community Action, Inc. (the "Corporation") is a Nonstock Corporation formed under the Connecticut Revised Nonstock Corporation Act.

FIRST: The name of the corporation is Christian Community Action, Inc. (the "Corporation").

SECOND: The Corporation shall be nonprofit. It shall not have or issue shares of stock or make distributions. No part of the income or net earnings of the Corporation is distributable to, nor shall inure to the benefit of, any director or officer of the Corporation, or to any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation and that the Corporation shall be authorized and empowered to reimburse directors, officers and others for costs incurred incident to the performance of their official duties and to make payments and distributions in furtherance of any of the purposes set forth in Article Fourth of this certificate of incorporation), and no director or officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets upon its dissolution, except as provided in Article Eighth of this Certificate of Incorporation.

THIRD: The Corporation shall have no members and shall operate under the management of its board of directors.

FOURTH: The Corporation shall be an ecumenical social service organization. It shall be organized and operated exclusively for religious, charitable and educational purposes. The nature of the activities to be conducted or the purposes to be promoted or carried out by the Corporation are as follows:

- a. expressing faithful witness by providing emergency food, housing and support to those who are poor in New Haven and its neighboring communities;

- b. encouraging and supporting such persons in their efforts to attain self-sufficiency including vocational assistance;
- c. working to change systems that perpetuate poverty and injustice;
- d. receiving hold and managing the Corporation's funds and property, both real and personal, in trust or otherwise, by gift, devise, bequest or otherwise, for religious, charitable and educational purposes; and
- e. engaging in any lawful activity for which corporations may be formed under sections 3-1000 to 33-1290, inclusive, of the Connecticut General Statutes (the Connecticut Revised Nonstock Corporation Act) that is not inconsistent with the express purposes contained above or elsewhere in this Certificate of Incorporation, including without limitation Article Fifth below.

FIFTH: The Corporation shall have all powers granted by law, all powers that are or may hereafter be conferred by the laws of the State of Connecticut upon corporations without capital stock, and all legal powers necessary or convenient to effect any or all of the purposes stated in this Certificate of Incorporation, whether or not such powers are set forth herein; provided, however, that no such powers and privileges may be exercised, nor shall any activities be conducted, by the Corporation, if the same are inconsistent with the express purposes contained in this Certificate of Incorporation or with the Corporation's nonprofit purposes or are not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code or the corresponding section of any future federal tax code; and provided further that no substantial part of the Corporation's activities shall consist of carrying on propaganda, or otherwise attempting, to influence legislation, and that the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

SIXTH: Notwithstanding anything herein to the contrary, if at any time the Corporation is or shall become a private foundation within the meaning of Section 509(a) of the Internal Revenue Code, then the Corporation shall be subject to the following for so long as it shall remain a private foundation within such meaning:

- a. The Corporation will distribute its income for each tax year at a time and in a manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Internal Revenue Code, or the corresponding section of any future federal tax code.
- b. The Corporation will not engage in any act of self-dealing as defined in section 4941(d) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

- c. The Corporation will not retain any excess business holdings as defined in section 4943(c) of the Internal Revenue Code, or the corresponding section of any future federal tax code.
- d. The Corporation will not make any investments in a manner as to subject it to tax under section 4944 of the Internal Revenue Code, or the corresponding section of any future federal tax code.
- e. The Corporation will not make any taxable expenditure as defined in section 4945(d) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

SEVENTH: The Board of Directors shall be self-perpetuating. All corporate powers shall be exercised by or under the authority of, and the activities, property and affairs of the Corporation managed by or under the direction of, its Board of Directors. The Bylaws shall prescribe the number, terms of office, qualifications (if any) and manner of election of Directors, and such provisions may be amended from time to time in such lawful manner as the Bylaws shall prescribe and as shall not be inconsistent with the provisions of this Certificate of Incorporation.

EIGHTH: In the event of dissolution of the Corporation or the winding up of its affairs, subject to any restrictions on use or transfer that may exist, the assets of the Corporation remaining after all liabilities and obligations have been satisfied or provided for shall be paid over, transferred or conveyed, in accordance with a plan for distribution of assets adopted by the Board of Directors, to one or more organizations that meet the following conditions, provided that assets held by the Corporation upon conditions requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements:

- a. The organization shall be organized and operated either (i) exclusively for the purposes set out in Article Fourth of this Certificate of Incorporation, or (ii) exclusively for purposes determined by the Board of Directors to be similar to or supportive of those set out in Article Fourth of this Certificate of Incorporation; and
- b. The organization shall either be: (i) an organization exempt from Federal income taxation under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Internal Revenue Code that is not a private foundation as defined in Section 509(a) of the Internal Revenue Code or (ii) the Federal or a state government or a political subdivision thereof, provided such assets will be used exclusively for one or more public purposes.

Any such assets not so distributed shall be disposed of as determined by a court of competent jurisdiction, exclusively for such purposes, or to such organization or organizations, as said court shall determine, that are exempt from Federal taxation under Section 501(a) of the Internal Revenue Code as organizations described in Section 501(c)(3) of the Internal Revenue

Code and are not private foundations as defined in Section 509(a) of the Internal Revenue Code, or to the Federal or a state government or political subdivision thereof for a public purpose.

NINTH: (a) From and after the effective date of this provision, no person who is or was a Director of the Corporation shall be personally liable to the Corporation for monetary damages for breach of duty as a Director in an amount that exceeds the compensation, if any, received by the Director for serving the Corporation during the year of the violation if such breach did not (a) involve a knowing and culpable violation of law by the Director, (b) enable the Director or an associate, as defined in Section 33-840 of the Connecticut General Statutes, to receive an improper personal economic gain, (c) show a lack of good faith and a conscious disregard for the duty of the Director to the Corporation under circumstances in which the Director was aware that his or her conduct or omission created an unjustifiable risk of serious injury to the Corporation, or (d) constitute a sustained and unexcused pattern of inattention that amounted to an abdication of the Director's duty to the Corporation. Any lawful repeal or modification of this Article or the adoption of any provision inconsistent herewith by the Board of Directors of the Corporation shall not, with respect to a person who is or was a Director, adversely affect any limitation of liability, right or protection of such person existing at or prior to the effective date of such repeal, modification or adoption of a provision inconsistent herewith.

(b) The limitation of liability of any person who is or was a Director provided for in this Article shall not be exclusive of any other limitation or elimination of liability contained in, or which may be provided to any person under, Connecticut law as in effect on the effective date of this Certificate of Incorporation and as thereafter amended.

TENTH: A. The Corporation shall, to the fullest extent permitted by law, indemnify its Directors from and against any and all of the liabilities, expenses and other matters referred to in or covered by the Connecticut Revised Nonstock Corporation Act. In furtherance and not in limitation thereof, the Corporation shall indemnify its Directors against liability, as defined in subsection (4) of Section 33-1116 of the Connecticut General Statutes, to any person for any action taken, or any failure to take any action, as a Director, except liability that (a) involved a knowing and culpable violation of law by the Director, (b) enabled the Director or an associate, as defined in Section 33-840 of the Connecticut General Statutes, to receive an improper personal economic gain, (c) showed a lack of good faith and a conscious disregard for the duty of the Director to the Corporation under circumstances in which the Director was aware that his or her conduct or omission created an unjustifiable risk of serious injury to the Corporation, or (d) constituted a sustained and unexcused pattern of inattention that amounted to an abdication of the Director's duty to the Corporation; provided that nothing in this sentence shall affect the indemnification of or advance of expenses to a Director for any liability stemming from acts or omissions occurring prior to the effective date of this Article Tenth of these articles of incorporation, but provided further that nothing in this Article Tenth of these articles of incorporation shall in any way diminish, restrict or forbid the indemnification provided for in section 33-1117(e) of the Connecticut General Statutes.



The Corporation shall indemnify each officer of the Corporation who is not a Director, or who is a Director but is made a party to a proceeding in his or her capacity solely as an officer, to the same extent as the Corporation is permitted to provide the same to a Director, and may indemnify such persons to the extent permitted by Section 33-1122 of the Connecticut General Statutes.

The indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of disinterested Directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director and shall inure to the benefit of the heirs, executors and administrators of such a person.

B. Expenses incurred by a Director of the Corporation in defending a civil or criminal action, suit or proceeding shall be paid for or reimbursed by the Corporation to the fullest extent permitted by law in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Director to repay such amount if it shall be ultimately determined that such Director is not entitled to be indemnified by the Corporation.

C. The Corporation may indemnify and pay for or reimburse the expenses of employees and agents not otherwise entitled to indemnification pursuant to this Article Tenth of these articles of incorporation on such terms and conditions as may be established by the Board of Directors.

D. No amendment to or repeal of this Article Tenth of these articles of incorporation shall apply to or have any effect on the indemnification of any Director or officer of the Corporation for or with respect to any acts or omissions of such Director or officer occurring prior to such amendment or repeal, nor shall any such amendment or repeal apply to or have any effect on the obligations of the Corporation to pay for or reimburse in advance expenses incurred by a Director or officer of the Corporation in defending any action, suit or proceeding arising out of or with respect to any acts or omissions occurring prior to such amendment or repeal.

E. Notwithstanding any provision hereof to the contrary, the Corporation shall not indemnify any Director, officer, employee or agent against any penalty excise taxes assessed against such person under Section 4958 of the Internal Revenue Code.

ELEVENTH: This Certificate of Incorporation may be amended by a resolution adopted by not less than two-thirds of the Board of Directors duly elected and qualified to act, provided that the Certificate of Incorporation shall not be amended to permit the Corporation to engage in any activity that would be inconsistent with its classification as an organization described in Section 501(c)(3) of the Internal Revenue Code and as an organization contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

TWELFTH: Reference in this Certificate of Incorporation to a provision of the Internal Revenue Code is to such provision of the Internal Revenue Code of 1986, as amended, or the

corresponding provision(s) of any subsequent federal income tax law. Reference in this Certificate of Incorporation to a provision of the Connecticut General Statutes or any provision of Connecticut law set forth in such Statutes is to such provision of the General Statutes of Connecticut, Revised to January 1, 2009, as amended (including without limitation the 2010 Supplement), or the corresponding provision(s) of any subsequent Connecticut law. Reference in this Certificate of Incorporation to a provision of the Connecticut Revised Nonstock Corporation Act is to such provision of the Connecticut Revised Nonstock Corporation Act, as amended, or the corresponding provision(s) of any subsequent Connecticut law.

Dated at New Haven, Connecticut, this \_\_\_\_ day of \_\_\_\_\_, 2011.

**CHRISTIAN COMMUNITY ACTION, INC.**  
**AMENDED AND RESTATED BY-LAWS**

**ARTICLE I**

**Mission**

CHRISTIAN COMMUNITY ACTION, INC. (hereinafter referred to as the "Corporation") expresses faithful witness by providing help, housing and hope to those who are poor in New Haven. Its purpose is to offer emergency food, housing and support to them, to encourage them in their efforts to attain self-sufficiency and work to change the current systems that perpetuate poverty and injustice.

**ARTICLE II**

**Board of Directors**

The property and affairs of the Corporation shall be under the care and management of the Board of Directors consisting of no fewer than ten and no more than twenty members, the number of directorships to be the number of directors from time to time duly elected and qualified to act. The Board of Directors shall be composed of those persons elected by majority vote of the persons who are then members of the Board of Directors.

Provided that there are ten or more Directors there shall be no vacancies on the Board of Directors. Additional Directors, not to exceed the maximum number specified in the preceding paragraph, may be elected to the Board of Directors at any time by a majority vote of the members of the Board of Directors then duly elected and qualified to act.

**ARTICLE III**

**Quorum**

A quorum of the Board of Directors shall consist of a majority of the Directors from time to time duly elected and qualified to act. Actions of the Board of Directors shall be taken by a majority vote of those present and voting at a meeting at which a quorum is present unless a greater proportion of Directors' votes regarding a particular matter are required by the Certificate of Incorporation, these Bylaws or by the Connecticut Revised Nonstock Corporation Act.



## ARTICLE IV

### **Term of Office**

Members of the Board of Directors shall hold office until their term has expired or their successor has been duly elected and qualified, unless a member is removed as provided herein or by law. Each Director will serve a three-year term which can be renewed by a majority vote of the members of the Board of Directors. Upon serving two consecutive terms, a Director shall not be eligible for re-election until one year shall have elapsed. After such time, the current members of the Board of Directors may by a majority vote reelect a former Director.

**Leave of Absence.** A member of the Board of Directors may request a leave of absence for a period of up to three months for personal or professional reasons. Any such request must be submitted to the President in writing. Such leave may be granted by a majority vote of the members of the Board of Directors then in office based on a finding of good cause provided that during such absence the minimum number of Directors set out in Article I of these Bylaws shall remain in office. If such a leave of absence is approved, it shall be deemed an excused absence. During any such approved leave of absence, the Director on such leave shall not be deemed to be a Director for any purpose and the size of the Board of Directors shall be deemed reduced by the number of Directors then on such a leave.

## ARTICLE V

### **Directors' Meetings and Actions**

**Annual Meeting.** The annual meeting of the Board of Directors will be held during the month of May upon such day as may be chosen by the Board of Directors.

**Regularly Scheduled Meetings.** The Board of Directors will meet four times per year to transact business as required. Such meetings may be canceled due to lack of a quorum or inclement weather.

**Other Meetings.** Other meetings of the Board of Directors shall be called by the Secretary at any time when requested by the President or when requested in writing by no less than one third of the members of the Board of Directors. If the Secretary does not call a meeting within five (5) days of the request, the Directors making the request may call the meeting.

**Notice of Meetings.** Reasonable notice of at least two days, either written or oral, of the date, place and time of the meeting shall be given of each such meeting to each member of the Board of Directors. Notice need not be given to any Director who attends the meeting or who waives notice in a writing executed and filed with the Secretary of the Corporation either before or after such meeting. The Secretary shall file any waiver with the records of the meeting. Written notice may be transmitted by electronic mail.

**Participation in Meetings by Electronic Means.** A member of the Board of Directors may participate in a meeting by telephone or by any other means of communication provided that in each such case all Directors participating in the meeting may simultaneously hear and be heard by each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

**Action Without a Meeting.** In lieu of any regular or special meeting and vote of the Directors, actions by the Board of Directors may be taken without a meeting by unanimous written consent executed by all Directors and delivered to the Corporation except to the extent that the Certificate of Incorporation or these By-laws may from time to time specifically require that action by the Board of Directors be taken only at a meeting. Said consent shall have the same force and effect as a vote of the Directors at a duly held meeting and may be described as such in any document. Action taken under this section shall be the act of the Board of Directors when consents signed by all the Directors are delivered to the corporation. Each consent may specify the time at which the action taken thereunder is to be effective. A Director's consent may be withdrawn by a revocation signed by the Director and delivered to the Corporation prior to delivery to the Corporation of unrevoked written consents signed by all the Directors.

**Vote.** At all meetings of the Board of Directors, each Director is entitled to have one (1) vote. Proxy voting by Directors is not permitted.

## **ARTICLE VI**

### **Officers**

The officers of this Corporation shall be elected by the Board of Directors to hold office at the pleasure of the Board of Directors (i.e., unless removed by the Board of Directors or until their resignation), and shall consist of a President, Vice President, Treasurer and Secretary and such other officers as the Board of Directors shall from time to time elect. The officers shall perform such duties and have such powers as are ordinarily performed and possessed by similar officers of similar corporations, and shall perform such other duties and have such other powers as may from time to time be conferred on or assigned to them by the Board of Directors. The Board of Directors shall fill vacancies among officers.

## **ARTICLE VII**

### **Executive Director**

The chief executive officer of the Corporation shall be the Executive Director. The Executive Director shall be appointed by the Board of Directors. The Executive Director shall be responsible for leadership, administration and management of the Corporation subject to the policies established by the Board and shall perform such other duties as the Board may direct. She or he shall make such reports to the Board of Directors as they shall require. The Executive Director may be removed by a two-thirds (2/3) vote of all the Directors in office at the time of the vote.

## **ARTICLE VIII**

### **Committees and Task Forces**

The Board of Directors may appoint such committees and task forces as it may from time to time deem advisable. Such committees and task forces shall have such powers, so far as is lawful, as the Board of Directors may determine and each committee or task force may exercise those, and only those powers as the Board of Directors shall grant to it. Standing committees and task forces of the Board of Directors shall provide oversight in the areas of programs, development, finance and administration. The chairperson of each standing committee or task force must be a Director. With the exception of the Governance Committee, committees and task forces may include members who are not Directors. Each committee and task force shall report to the Board of Directors.

## **ARTICLE IX**

### **Nominating and Governance Committee**

There shall be a Nominating and Governance Committee of the Board of Directors appointed by the Board of Directors to

- a. Assist the Board to enhance its performance, including Board training and education related to governance roles and responsibilities;
- b. Lead the Board in periodic review and assessment of its performance;
- c. Evaluate and monitor governance structures and processes, including development of Board policies and processes;
- d. Nominate candidates for membership on the Board, officers and committee members;

- e. Oversee compliance with the conflict of interest policy and review recommendations from the Audit Committee regarding potential conflicts;
- f. Propose amendments to the Bylaws of the Corporation; and
- g. Possess and exercise such powers and functions of the Board of Directors, as the Board of Directors shall from time to time delegate to it.

## **ARTICLE X**

### **Audit Committee**

The Board of Directors shall appoint an Audit Committee consisting of at least two (2) Directors and one (1) non-Director member with financial acumen. The Audit Committee shall recommend the selection of an independent auditing firm to the Board of Directors, review the annual audit of fiscal records with the auditor and recommend its approval or modification to the Board of Directors. The committee shall oversee the integrity of the Corporation's financial accounting process and systems of internal controls regarding finance, accounting and use of assets. In addition, the committee will develop a policy and process for employee grievances associated with the Corporation's financial practices and will administer the policy on conflicting interest transactions.

## **ARTICLE XI**

### **Disbursement of Funds**

The funds of the Corporation shall be disbursed only for those purposes set forth in the Certificate of Incorporation. The Board of Directors shall designate the person or persons authorized to disburse said funds.

## **ARTICLE XII**

### **Fiscal Year**

The fiscal year of the Corporation shall be the calendar year.

## **ARTICLE XIII**

### **Conflicts of Interest**

Members of the Board of Directors will avoid conflicts of interest. A member of the Board of Directors shall not participate in the decision-making process where said member has a conflict of interest. Conflicts of interest include, but are not limited to, **a)** hiring the relative of a member of the Board of Directors, and **b)** purchasing, leasing, and/or renting goods, services and/or properties from a business in which a member of the Board of Directors has an ownership interest.

A Director will notify the Board of Directors if s/he is serving on the board of another organization that is soliciting major funding from the same governmental and/or private sources as is the Corporation.

In addition to the above, the Corporation shall adopt procedures to assure that any conflicting interest transactions, as that term is defined in Section 33-1127(1) of the Connecticut General Statutes (C.G.S.), shall only be undertaken after the requisite disclosure and voting by Directors of the Corporation as provided in Sections 33-1129 and 33-1130 of the C.G.S. Further, notwithstanding compliance with the Act, such transaction may be undertaken by a Director or the Corporation only to the extent that it does not constitute an excess benefit transaction, as defined in Section 4958 of the Internal Revenue Code, as amended from time to time.

## **ARTICLE XIV**

### **Resignation or Removal**

Resignation from the Board of Directors must be in writing and received by the Secretary. In the event a Director is absent from more than three (3) meetings of the Board of Directors during any twelve month period without being excused by the Board of Directors, he or she may be removed by a two-thirds (2/3) vote of Directors then in office. If a Director is absent from three consecutive meetings of the Board of Directors, the Board of Directors will remove him or her by a two-thirds (2/3) vote. A member of the Board of Directors may be removed by a two-thirds (2/3) majority vote of the elected Directors if in their judgment the removal is in the best interest of the Corporation. All members of the Board of Directors will receive notice in advance of the meeting that the purpose, or one of the purposes, of the meeting is the removal of a Director. The President will notify the removed Director in writing of the decision of the Board.

## **ARTICLE XV**

### **Amendments**

These by-laws may be amended, altered or repealed at any duly convened meeting of the Board of Directors, by a two-thirds (2/3) vote of the members of the Board of Directors then in office and qualified to act, provided that at two successive meetings of the Board of Directors written notice of the proposed alteration, amendment or repeal shall have been given in the notice of the meeting, and any proposed changes are presented to and discussed by the members of the Board of Directors at said meetings. No change shall be made in these Bylaws which will affect the exempt status of the Corporation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. There shall be no power to alter, amend or repeal the by-laws in such manner as to permit any member of the Board of Directors, Officer, Agent or Employee of the Corporation to receive any compensation or any pecuniary profit from its operation (except reasonable compensation for services actually rendered to the Corporation in effecting one or more of its purposes), or to receive any part of the property or assets of the Corporation upon its dissolution or termination.

## **ARTICLE XVI**

If any provisions of these Bylaws are found to be inconsistent with any of the provisions of the Corporation's Certificate of Incorporation, as presently existing or as amended, the Certificate of Incorporation shall be the controlling authority.



# Secretary of the State of Connecticut Certificate of Organization

Domestic Limited Liability Company

## Filing Details

Filing Number: 0010596707

Filed On: 5/18/2022 9:51:19 AM

## Primary Details

Name of Limited Liability Company: 660 Winchester LLC

Business ALEI: US-CT.BER:2560654

Business Email Address: bgrubbs@ccahelping.org

NAICS Information: Administration of Housing Programs (925110)

## Business Location

Principal Office Address: 168 Davenport Ave, New Haven, CT, 06519-1333, United States

Mailing Address: 168 Davenport Ave, New Haven, CT, 06519-1333, United States

## Appointment of Registered Agent

Type: Business

Agent's Name: CHRISTIAN COMMUNITY ACTION, INC.

Agent's ALEI: US-CT.BER:0052668

Business Address: 168 DAVENPORT AVE., NEW HAVEN, CT, 06519, United States

Mailing Address: 168 DAVENPORT AVE, NEW HAVEN, CT, 06519, United States

## Agent Appointment Acceptance

Agent Signature: Rev. Bonita Grubbs

Title: Executive Director

*This signature has been executed electronically*

## Manager or Member Information

Name	Title	Business Address	Residence Address
CHRISTIAN COMMUNITY ACTION, INC.	Member	168 DAVENPORT AVE., NEW HAVEN, CT,	N/A



# Secretary of the State of Connecticut Certificate of Organization

Domestic Limited Liability Company

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06519,  
United States

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## Acknowledgement

I hereby certify and state under penalties of false statement that all the information set forth on this document is true.

I hereby electronically sign this document on behalf of:

Name of Organizer: Rev. Bonita Grubbs  
Organizer Title: Executive Director of Managing Member

Filer Name: Carmody Torrance Sandak Hennessey LLP  
Filer Signature: Carmody Torrance Sandak Hennessey LLP  
Execution Date: 05/18/2022

*This signature has been executed electronically*



## OPERATING AGREEMENT

**THIS OPERATING AGREEMENT** is made and entered into as of May 24, 2022 by and between **CHRISTIAN COMMUNITY ACTION, INC.** a Connecticut non-stock corporation (the “Member”) and **660 WINCHESTER LLC**, a Connecticut limited liability company (the “Company”). This Operating Agreement shall replace any and all previous operating agreements of the Company.

### ARTICLE I DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings:

“Act” shall mean the Connecticut Uniform Limited Liability Company Act, as amended from time to time.

“Agreement” shall mean this Operating Agreement, as amended from time to time.

“Certificate of Organization” shall mean the Certificate of Organization of the Company as filed with the Secretary of the State of Connecticut, as amended from time to time.

“Capital Contribution” shall mean the total amount of cash and the fair market value of any other assets contributed to the Company by the Member, whenever made, net of liabilities assumed or to which such assets are subject.

“Cash Flow” shall mean all cash funds derived from operations of the Company (including interest received on Reserves), without reduction for any non-cash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the Member. “Cash Flow” shall include any net cash proceeds from the sale or disposition of Company property and from the refinancing of indebtedness of the Company, shall be increased by any reduction of Reserves previously established by the Member, and shall not be reduced by depreciation, cost recovery, amortization or similar non-cash deductions.

“Company” shall have the meaning set forth in the introductory paragraph of this Agreement.

“Fiscal Year” shall mean the period terminating on December 31 of each year during the term hereof or on such earlier date on which the Member’s taxable year ends.

“Initial Capital Contribution” shall mean the initial contribution to the capital of the Company pursuant to Section 6.1 of this Agreement.

“Interest” shall mean a Person’s share of the Profits and Losses of, and the right to receive distributions from the Company.

“Interest Holder” shall mean any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member.

“Member” shall have the meaning set forth in the introductory paragraph of this Agreement, and includes any Person who may hereafter become a member of the Company.

“Membership Interest” shall mean all of the rights of a Member in the Company, including a Member’s: (i) Interest; (ii) right to inspect the Company’s books and records; (iii) right to participate in the management of and vote on matters coming before the Company; and (iv), unless this Agreement or the Certificate of Organization provide to the contrary, right to act as an agent of the Company.

“Net Profits” and “Net Losses” shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, as of the close of each Fiscal Year.

“Person” shall mean any individual, corporation, partnership, association, limited liability company, trust, estate or other entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such “Person,” where the context so permits.

“Reserves” shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts deemed sufficient by the Member for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company’s business.

“State” the state of formation of the Company.

## **ARTICLE II FORMATION OF COMPANY; NAME; OFFICE; TERM**

2.1 Formation. The Company has been organized as a Connecticut limited liability company by executing and delivering Certificate of Organization to the Secretary of the State of Connecticut in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is 660 Winchester LLC

2.3 Principal Place of Business. The principal place of business of the Company shall be 168 Davenport Avenue, New Haven, Connecticut. The Company may locate its places of business at any other place as the Member may deem advisable.

2.4 Registered Office and Registered Agent. The Company shall maintain in the State of Connecticut a registered office and a registered agent. The initial registered agent of the Company shall be Bonita Grubbs.

2.5 Term. The term of the Company shall be indefinite, unless the Company is dissolved in accordance with either the provisions of this Agreement or the Act.

## **ARTICLE III BUSINESS OF COMPANY**

The Company is organized to conduct any lawful business that may be conducted pursuant to the Act and to do any and all things necessary, convenient, or incidental to such purposes, provided that in all cases, such activities shall be consistent with the charitable purposes of its Member, Christian Community Action, Inc.

## **ARTICLE IV MANAGEMENT OF THE COMPANY**

4.1 Management of Company. The Company shall be managed by the Member. The Member, shall have the exclusive right to manage the Company’s business. Accordingly, the Member

shall have the full, exclusive and complete discretion to: (i) manage, control, administer and operate the affairs and business of the Company; (ii) exercise the authority and powers granted to the Company; and (iii) otherwise act in all other matters on behalf of the Company.

4.2 Execution of Documents. Any document or instrument of any and every nature, including without limitation, any agreement, contract, deed, promissory note, mortgage or deed of trust, security agreement, financing statement, pledge, assignment, bill of sale and certificate, which is intended to bind the Company or convey or encumber title to its real or personal property shall be valid and binding for all purposes only if executed by a Member or an officer appointed by the Member or a representative authorized by the Member.

4.3 Appointment of Officers. The Member may appoint one or more officers of the Company, which may include, but shall not be limited to, a President, Vice President and/or Secretary. Any officer appointed by the Member shall have such power and authority to bind the Company as the Member may provide by resolution or other authorization in writing. Further, such officer shall have the power and authority with respect to normal business affairs of the Company as is customarily granted to such office.

## **ARTICLE V RIGHTS AND OBLIGATIONS OF MEMBERS**

5.1 Limitation of Liability. The Member shall not be liable, responsible or accountable, in damages or otherwise, for any obligations, liabilities, debts or losses of the Company, whether arising in tort, contract or otherwise or for the acts or omissions of any member, agent or employee of the Company, except as otherwise required by law.

5.2 Right to Indemnification. Subject to the limitations and conditions provided in this Article 5 and in the Act, each Person ("Indemnified Person") who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative ("Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that such Indemnified Person was or is a Member of the Company or was or is the legal representative of or a member, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of a Member of the Company, shall be indemnified by the Company against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable costs and expenses (including, without limitation, attorneys' fees) actually incurred by such Indemnified Person in connection with such Proceeding if such Indemnified Person acted in good faith and in a manner such Indemnified Person reasonably believed to be in, or not opposed to, the best interest of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnified Person did not act in good faith and in a manner which such Indemnified Person reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, that the Indemnified Person had reasonable cause to believe that such conduct was unlawful.

5.3 Survival. Indemnification under this Article 5 shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Article 5 shall be deemed contract rights, and no amendment, modification or repeal of this Article 5 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

5.4 Advance Payment. The right to indemnification conferred by this Article 5 shall include the right to be paid or reimbursed by the Company for the reasonable expenses incurred in advance of the final disposition of the Proceeding and without any determination as to the Indemnified Person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Indemnified Person of such Indemnified Person's good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article 5 and a written undertaking, by or on behalf of such Indemnified Person, to repay all amounts so advanced if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified under this Article 5 or otherwise.

5.5 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred by this Article V shall not be exclusive of any other right which a Person may have or hereafter acquire under any law (common or statutory), provision of the Certificate of Organization or this Agreement, agreements, vote of members or otherwise.

5.6 Savings Clause. If Section 5.2 or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article 5 that shall not have been invalidated and to the fullest extent permitted by applicable law.

## **ARTICLE VI CONTRIBUTIONS TO THE COMPANY**

6.1 Member's Initial Capital Contribution. The Member has contributed to the capital of the Company as may be shown in the books and records of the Company.

6.2 Subsequent Contributions. The Member may make such additional Capital Contributions to the Company as the Member may from time to time determine. The Member shall not be obligated to restore any deficit in the Member's capital account or to make any additional Capital Contributions to the Company. The Member shall have no liability for any obligation of the Company.

6.3 Loans by Member. The Member may, but is not obligated to, loan to the Company such sums as the Member determines to be appropriate for the conduct of the Company's business. Any such loans shall bear interest and shall be on such other terms as the Member may establish.

## **ARTICLE VII ALLOCATIONS AND DISTRIBUTIONS**

7.1 Allocations of Profits and Losses. All of the Net Profits and Net Losses of the Company for each Fiscal Year shall be allocated to the Member.

7.2 Distributions of Cash Flow. Cash Flow shall be distributed to the Member at such time or times as the Member shall determine in the Member's sole discretion.

7.3 Limitation upon Distributions. No distribution or return of Capital Contributions may be made and paid if, after the distribution or return of a Capital Contribution, either: (a) the Company would be insolvent; or (b) the net assets of the Company would be less than zero.

7.4 Reliance upon Financial Reports. The Member may base a determination that a distribution or return of a Capital Contribution may be made under Section 7.3 in good faith reliance upon a balance sheet and profit and loss statement of the Company represented to be correct by the Person having charge of its books of account or certified by an independent public or certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

## **ARTICLE VIII TRANSFER OF INTERESTS AND WITHDRAWAL**

8.1 Transfers. The Member shall have the right to Transfer all or a portion of the Member's Interest and shall have the power to grant a transferee the right to become a member.

8.2 Withdrawal. The Member shall not have the right or power to withdraw from the Company.

## **ARTICLE IX DISSOLUTION AND TERMINATION**

9.1 Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

(a) The date on which all of the Company's assets have been disposed of and the net proceeds distributed to the Member under the Act; or

(b) the vote of the Member.

9.2 Winding Up, Liquidation and Distribution of Assets.

(a) If the Company is dissolved and its affairs are to be wound up, the Member is directed to:

(i) execute certificate of dissolution of the Company file them with the Secretary of the State;

(ii) sell or otherwise liquidate such of the Company's assets as may be required to discharge all liabilities of the Company, including any liabilities to the Member and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company; and

(iii) distribute the remaining assets to the Member, such distribution to be made either in cash or in kind, as determined by the Member.

(b) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

## **ARTICLE X BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS**

10.1 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name.

10.2 Books and Records. The Member shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal place of business.

10.3 Annual Accounting Period. The annual accounting period of the Company shall be its taxable year.

## **ARTICLE XI MISCELLANEOUS PROVISIONS**

11.1 Choice of Law. This Agreement, and its interpretation, shall be governed exclusively by its terms and by the laws of the State of Connecticut (other than its conflicts of laws rules) and specifically the Act.

11.2 Amendments. This Agreement may not be amended except in writing signed by the Member.

11.3 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

11.4 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

11.5 Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

11.6 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or of the Member.

11.7 Assurances. The Member shall execute all certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Member deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

11.8 Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

11.9 Tax Treatment. So long as there is only one Interest Holder, the Company shall be disregarded for federal and state income tax purposes, and the Member shall report its income accordingly.

*[Signature page follows...]*

**IN WITNESS WHEREOF**, the Company and the Member have executed this Agreement on the date first written above.

MEMBER:

CHRISTIAN COMMUNITY ACTION, INC.

By: \_\_\_\_\_  
Bonita Grubbs  
Its Executive Director

COMPANY:

660 WINCHESTER LLC  
By: Christian Community Action, Inc.  
Its Member

By: \_\_\_\_\_  
Bonita Grubbs  
Its Executive Director

# Secretary of the State of Connecticut

## Certificate of Legal Existence

Certificate of Legal Existence Certificate

Date Issued: May 19, 2022

I, the Connecticut Secretary of the State, and keeper of the seal thereof, do hereby certify, that the certificate of incorporation for the below domestic Non-Stock corporation was filed in this office.

A certificate of dissolution has not been filed, the corporation has filed all annual reports, and so far, as indicated by the records of this office, such corporation is in existence.

### Business Details

Business Name	CHRISTIAN COMMUNITY ACTION, INC.
Business ALEI	US-CT.BER:0052668
Formation Date	02/06/1967



Secretary of the State

Business ALEI: US-CT.BER:0052668

Note: To verify this certificate, visit [Business.ct.gov](http://Business.ct.gov)

Certificate Number: C-00046088



## EXHIBIT IV.A.6

### Evidence of Real Property Tax Payment Status

See Attached.







\$0.00



## EXHIBIT IV.A.10

Christian Community Action, Inc. corporate resolution

See attached.

**RESOLUTIONS OF CHRISTIAN COMMUNITY ACTION, INC.**  
**REGARDING THE DEVELOPMENT OF 660 WINCHESTER AVENUE**

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**WHEREAS**, Christian Community Action, Inc. (“CCA”) currently owns property at 660 Winchester Avenue, New Haven, Connecticut (the “Existing Property”), which it has renovated in furtherance of its New HOPE Housing Program (the “Program”) to include eighteen (18) housing units for low and moderate income persons and one (1) superintendent unit (which may also qualify as a low and moderate income unit) and approximately 13,540 square feet of office space;

**WHEREAS**, the Program will provide onsite housing and supportive services to 18 families of varying sizes for up to 36 months and aftercare support for up to 1 year after exit/securing of permanent housing;

**WHEREAS**, the Program will be implemented in collaboration with Elm City Communities and the Housing Authority of New Haven (“ECC/HANH”) as a Moving to Work Program (MTP).

**WHEREAS**, CCA requires certain predevelopment and development services in connection with the development of the Project, and desires to work with The Glendower Group, Inc., a 501(c)(3) instrumentality of ECC/HANH as co-developer to undertake the Project and obtain Section 8 rental assistance for the housing units;

**WHEREAS**, in order to provide ECC/HANH with an ownership interest as co-developer, CCA intends to form a Connecticut limited liability company to be named 660 Winchester LLC (the “Winchester LLC”) in which Glendower will own a 0.01% interest and CCA will own a 99.99% and for which CCA will be the managing member, responsible for management of Winchester LLC.

**WHEREAS**, in order to provide Winchester LLC with an ownership interest in the Existing Property, CCA intends to enter into a Ground Lease, to lease the entirety of the Existing Property to Winchester LLC (the “Ground Lease”);

**WHEREAS**, in order to ensure that the residential portion of the Existing Property continues to qualify for exemption from real property taxes, it is necessary to secure a cooperation agreement with the City of New Haven (the “Cooperation Agreement”) to provide for abatement of real property taxes with respect to the residential units of the Existing Property;

**WHEREAS**, CCA anticipates that the office portion of the Existing Property will be exempt from real property taxes on account of its ownership by CCA and use for purposes that qualify for exemption from real property taxes under applicable laws;

**WHEREAS**, in order to bifurcate the Existing Property into separate parcels of real estate that will independently qualify for the foregoing tax abatements and exemptions, it is necessary for Winchester LLC to declare its leasehold interest in the Existing Property as a condominium (the “Condominium”) under the Common Ownership Interest Act of Connecticut by executing and recording a condominium declaration (the “Declaration”), with the office space comprising one (1) unit (the “Office Unit”) and all of the residential apartments comprising one (1) unit (the “Residential Unit”);



**WHEREAS**, pursuant to the Declaration, 660 Winchester Condominium, Inc., a to be formed Connecticut non-stock corporation (the “Association”), will serve as the association of the Condominium and will be governed by bylaws to be adopted by Winchester LLC as declarant (the “Bylaws”);

**WHEREAS**, Winchester LLC will transfer the Office Unit to CCA for no consideration and Winchester LLC will retain ownership of the Residential Unit;

**WHEREAS**, Winchester LLC will enter into a Property Management and Services Agreement with CCA pursuant to which CCA will be responsible for managing the Residential Unit, which may also include management of the common elements of the Condominium and the Commercial Unit (“Property Management Agreement”);

**WHEREAS**, the Board of Directors of CCA have determined the foregoing arrangements and transactions to be in the best interest of CCA;

**NOW THEREFORE**, the Board of Directors of CCA hereby adopts the following resolutions:

**RESOLVED**, that Rev. Bonita Grubbs, as Executive Director of CCA, (“Authorized Officer”) is hereby authorized and directed to take all action necessary and enter into any agreements on such terms as she deems reasonable and appropriate to facilitate the above-referenced transactions and the resolutions below and that all prior actions of the officers of CCA in furtherance of the same are hereby ratified and confirmed;

**FURTHER RESOLVED**, that CCA is authorized and directed to form Winchester LLC and enter into the Operating Agreement for Winchester LLC, which will admit Glendower as a member and otherwise be substantially in the form attached hereto as Exhibit A, with such modifications thereto as may be approved by an Authorized Officer;

**FURTHER RESOLVED**, that CCA is authorized and directed to enter into, and to cause Winchester LLC to enter into, a Cooperation Agreement substantially in the form attached hereto as Exhibit B, with such modifications thereto as may be approved by an Authorized Officer;

**FURTHER RESOLVED**, that CCA is authorized and directed to enter into the Ground Lease of the Existing Property with Winchester LLC, and to cause Winchester LLC to enter into the same, for a term of seventy-five (75) years, for rent of \$10.00 for the entire term, and otherwise substantially in the form attached hereto as Exhibit C, with such modifications thereto as may be approved by an Authorized Officer;

**FURTHER RESOLVED**, that CCA is authorized and directed to cause Winchester LLC to execute the Declaration generally consistent with the form attached hereto as Exhibit D, with such modifications thereto as may be approved by an Authorized Officer;

**FURTHER RESOLVED**, that CCA is authorized and directed to cause Winchester LLC to form the Association and to adopt bylaws for the Association generally consistent with the form attached hereto as Exhibit E, with such modifications thereto as may be approved by an Authorized Officer;

**FURTHER RESOLVED**, that CCA is authorized and directed to cause Winchester LLC to convey the Office Unit to CCA for no consideration and to accept the same;

**FURTHER RESOLVED**, that CCA is authorized and directed to enter into the Property Management Agreement, and to cause Winchester LLC to do the same, substantially in the form attached hereto as Exhibit F, with such modifications thereto as may be approved by an Authorized Officer;

The undersigned Secretary of CCA hereby confirms that the foregoing resolutions were adopted by the Board of Directors of CCA at a properly called meeting on October 7th, 2021, in accordance with the bylaws, and at which a quorum was present and acting throughout.

*Elizabeth R. Duryea*

10/18/21

Elizabeth R. Duryea  
Secretary, Board of Directors  
Christian Community Action, Inc.

## EXHIBIT IV.A.12

### Documentation regarding rental subsidies

See attached Application Letter.

Additional information regarding subsidies available upon request..



CHRISTIAN COMMUNITY ACTION  
HELP · HOUSING · HOPE

May 12, 2022

Karen DuBois-Walton PhD  
President  
Elm City Communities  
Housing Authority of New Haven  
360 Orange Street  
New Haven, CT 06511

Dear Dr. DuBois-Walton:

I am pleased to submit this application for 18 project-based vouchers per HCV-21-RFP-558 – Housing Choice Vouchers (Section 8) Project-Based Assistance Program to Support the Development of Supportive Housing.

As you know, Christian Community Action (CCA) is an ecumenical social service organization that seeks to fulfill its mission of offering help, housing, and hope to people who are poor.

CCA began in 1966 as part of a dialogue between Catholics and Protestants. Participants moved from discussion of the Christian faith to action in 1967, gathering to help victims of a fire at a Congress Avenue tenement.

Over its 55 years of continuous operation and service provision, CCA's central focus has been to meet the immediate needs of individual and families that were poor.

In this regard, CCA staff members provided emergency housing for families within the 17 apartment Hillside Family Shelter, offered various forms of crisis support - food and fuel assistance - to families and individuals and advocated for changes in public policy and increased funding that would improve the quality of life for the people - families, senior citizens and individuals – in need.

For more than 20 years, CCA provided housing to families within its Stepping Stone Transitional Housing Program. This Program was shuttered two years ago, over the last year, has been renovated so that CCA can offer more intensive support and housing to families seeking longer term stability through its New Housing Opportunities, Purpose and Expectations (HOPE) Program.

New HOPE is CCA's response to reducing homelessness through an intensive focus on skill development, family stability and income enhancement.

Its goal is to work intensely with eighteen families for up to thirty-six months. This longer-term involvement will enable CCA's Family Coaches – as well as other staff -- to offer case

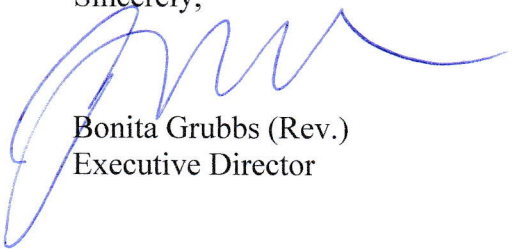
management services to family members and to help them address barriers to self-sufficiency such as education, employment, childcare, and budgeting.

Our commitment is to support each family's move toward greater independence. In this regard, New HOPE addresses the ECC's PBV priority of providing supportive housing for homelessness and at-risk of homelessness families.

The contract rents provided by these 18 vouchers, along with on-going fund-raising efforts by CCA, will ensure the long-term feasibility of this endeavor and, just as important, offer a pathway to independence, greater family stability.

Please feel free to contact me if you have any questions. I look forward to advance this Program in collaboration with you and your staff.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bonita Grubbs', with a large, stylized flourish extending to the right.

Bonita Grubbs (Rev.)  
Executive Director