

- SUBDIVISION
- SPECIAL EXCEPTION
- ZONING BOARD OF APPEALS
- SITE PLAN REVIEW

FILE # GS 8-24 2020-11

Please fill out this application in pen only so we will know who you are, what you are applying to do, and how to contact you. With this basic information we will evaluate your project as it relates to City regulations as quickly as possible. Thank you for your cooperation.

GENERAL INFORMATION ABOUT THE PEOPLE INVOLVED

Applicant: City of Middletown Date _____
 Address: 245 Jackson Dr. City Middletown Phone # (860) 638-4801
 State CT Zip 06452
 Email: _____ Cell Phone # () _____
 Agent: _____ Phone # () _____
 Address: _____ City _____ State _____ Zip _____
 Email: _____ Cell Phone # () _____

- WHAT ARE YOU APPLYING TO DO? (CHECK ONE OR MORE)
- Add an addition to a single/two family dwelling to be used for _____
 - Construct a single family dwelling (A-2 survey required)
 - Add an addition to a multi-family or non-residential building to be used for (A-2 survey required)
 - Convert an existing building from present use as _____ to a new use as _____
 - Construct one or more new buildings to be used for (A-2 survey required)
 - Subdivide land into building lots (A-2 survey required)
 - Change the text of the Zoning Code or amend the Zoning Map
 - Install a sign
 - Start a Residential Unit Business Pursuit
 - Application for Zoning Board of Appeals
 - Extract Natural Resources like sand or gravel or fill an area
 - Request for a G.S. 14-54 Location Approval (gen. repairer, used car or new car dealer)
 - Other 8-24 for land acquisition for public park

DEPT PLANNING & ZONING
20 OCT -5 PM 4:23

FACTS ABOUT LAND PROPOSED FOR USE

Landowner: Middlesex Peas & Tennis Club LLC Location: 432 Laurel Grove Rd
 Name of Subdivision (if any): _____
 Zone PRD Tax ID# R05195 Tax Assessor's Map 16 Lot 0125
 Is this project within 500' of a Municipal Boundary? Yes _____ No X
 Is this project located in a FEMA 100 or 500 year flood plain? Yes _____ No X
 Utilities Available: City Water X; Private Well (); City Sewer X; Private Septic ()

DESIGN REVIEW BOARD STAFF* _____ SIGNATURE OF APPLICANT/AGENT** [Signature]

DATE OF REVIEW/APPROVAL _____ SIGNATURE OF OWNER** _____

- PERMIT NOT REQUIRED
- ADMINISTRATIVE APPROVAL
- IWWA REVIEW REQUESTED
- IWWA PERMIT REQUIRED

**Both signatures required. I certify that the above information and plans submitted are true and correct, and that, if required, an application for an Inland/Wetlands permit has been filed before or on the same day as the filing of this application with the P&Z Commission.

SIGNATURE OF IWWA STAFF _____
 _____ Meets Zoning Requirements

*Signature by the Design Review Board Staff is required for all designs for exterior rehabilitation or new construction in the business zones.

ZONING ENFORCEMENT OFFICER _____ Received \$ _____ by _____ check # _____
 DATE OF APPROVED PLANS _____

INITIAL APPLICATION FOR ZONING

CITY OF MIDDLETOWN
Department of Planning, Conservation, and Development

<http://www.middletownplanning.com>

PO Box 1300
245 deKoven Drive
Middletown, CT 06457-1300
(860) 344-3425

Erosion & Sedimentation Control Compliance Agreement

I, (*PRINT NAME*) _____ hereby agree that any tree cutting, land clearing, earth excavation, earth filling or any other construction activity associated with an approved permit at:

(*PROPERTY ADDRESS*) _____

shall be in compliance with a approved plot/site plan as well and the City of Middletown Erosion & Sedimentation Control Guidelines.

I understand that failure to comply with the City of Middletown Erosion & Sedimentation Control Guidelines shall be deemed a violation and shall result in an enforcement action that may include a \$150 per day municipal citation fine and shall preclude zoning approval required for the issuance of a Certificate of Occupancy.

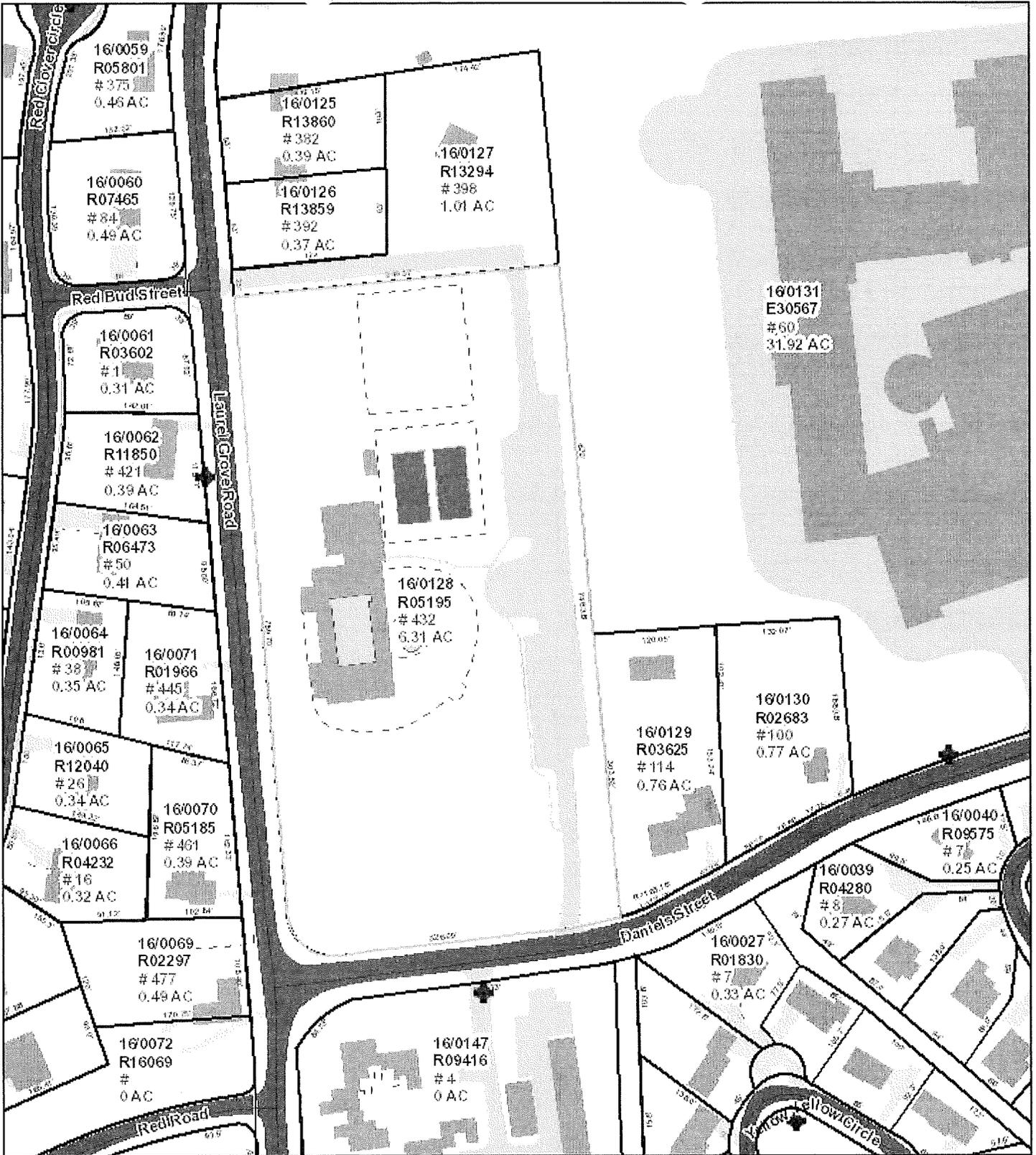
The City of Middletown reserves the right to implement corrective action for Erosion & Sedimentation Control violations, and in such cases will seek reimbursement for expenses related to any corrective action deemed necessary by the City.

Signed: _____

Date: _____

.....
For Office Use Only

SPR# _____

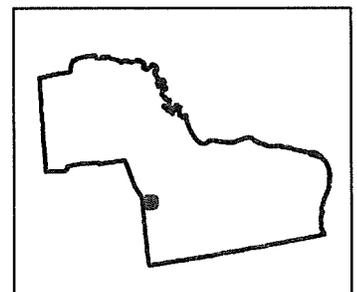


432 Laurel Grove Rd

Map generated 10/5/2020



Map Legend: <http://gis.cityofmiddletown.com/middletownct/legend.pdf>
 <vision link>



0 0.0125 0.025 0.05 0.075 0.1 1 in = 200 ft

MAP FOR REFERENCE ONLY - NOT A LEGAL DOCUMENT

Because of different update schedules, current property assessments may not reflect recent changes to property boundaries. Check with the Board of Assessors to confirm boundaries uses at the time of assessment.

432 LAUREL GROVE RD

Location 432 LAUREL GROVE RD

Map-Lot 16 / 0128 / 1

Acct# R05195

Owner MIDDLESEX POOL & TENNIS CLUB INC

Municipality

Assessment \$107,540

Appraisal \$153,610

PID 718

Building Count 1

Assessing District

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$40,140	\$113,470	\$153,610

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$28,110	\$79,430	\$107,540

Parcel Addresses

Additional Addresses
No Additional Addresses available for this parcel

Owner of Record

Owner MIDDLESEX POOL & TENNIS CLUB INC
Co-Owner
Address PO BOX 575
MIDDLETOWN, CT 06457

Sale Price \$0
Certificate
Book & Page 1004/0230
Sale Date 03/11/1993
Instrument 29

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
MIDDLESEX POOL & TENNIS CLUB INC	\$0		1004/0230	29	03/11/1993

Building Information

FBM grade	
Bsmt Garage	
Usrflid 100	
Usrflid 300	
Usrflid 301	

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code 200
Description Commercial Vacant
Zone PRD-1
Neighborhood 3050
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 6.31
Assessed Value \$79,430
Appraised Value \$113,470

Outbuildings

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SPL2	Inground Pool - Custom	UH	Unheated	3591.00 UNITS	\$24,240	1
SHD1	Shed	FR	Frame	352.00 UNITS	\$2,380	1
PAV1	Paving	AS	Asphalt	36800.00 UNITS	\$8,280	1
LT1	Lights-In W/PI			5.00 UNITS	\$240	1
FND	Foundation			1.00 UNITS	\$5,000	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2019	\$62,050	\$113,470	\$175,520
2018	\$81,020	\$113,470	\$194,490
2017	\$144,290	\$113,470	\$257,760

Assessment			
Valuation Year	Improvements	Land	Total
2019	\$43,450	\$79,430	\$122,880
2018	\$56,710	\$79,430	\$136,140
2017	\$56,710	\$79,430	\$136,140



Galvin
Appraisal Services, LLC

16 Spring Lane, Farmington, CT 06032
860.677.5522 | Fax: 860.677.5544

A Narrative Report of a Complete Real Estate Appraisal

OF: The Fee Simple Interest in a 6.31 +/- Acre Site.

LOCATED AT: 432 Laurel Grove Road, Middletown, Connecticut

AUTHORIZED BY: Joseph Samolis, Director of Planning,
Conservation, and Development, City of Middletown, CT

DATE OF VALUATION: August 18, 2020

Galvin File Number: 220021

This appraisal is predicated on the assumption that hazardous substances do not exist at the subject property. No apparent evidence of contamination or potentially hazardous materials was observed on the date of inspection. Members of this appraisal office are not qualified to determine the existence of, nor is any certification made as to the presence or absence of any hazardous substances. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

In preparing this appraisal, we inspected the subject site; gathered information from the subject's neighborhood and similar neighborhoods within the city of Middletown. Given the restrictions and **Extraordinary Assumption** that the site has no economic potential and cannot be developed, the highest and best use is for a non-economic social use. Therefore, we have researched the market for sales with no development potential, and analyzed the information gathered, and compiled the data into the attached report. Exposure and marketing periods of 12 +/- months are forecast at the estimate of market value.

Please note, as of the date of this writing, the global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). The reader is cautioned and reminded that the conclusions presented in this appraisal report apply only as of the effective date indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal. As of the date of this writing, unemployment claims have increased nationally, and the country had been requested to stay home from work to slow down the spread of the virus for the several months of this year. In the past few months, more businesses have reopened, but a number are struggling, particularly retail and sale & service business.

In Connecticut, the Governor has requested that all construction continue as planned, naming construction workers an essential job. Though the number of those infected with the virus has decreased, it is expected that another surge of infections will come as more people are back to work and schools are reopening. With the Federal Reserve dropping the discount rate to zero, and a CARES Act being passed at the federal level (i.e. stimulus package), all indications are the local market is expected to stabilize back out within a few quarters. These factors were considered in the valuation analysis. However, with COVID-19 expected to surge in sections of the county over the next few months, COVID-19 is still considered to be a pandemic

Based upon our investigation of the real estate market in the area, and after considering all of the pertinent facts as set forth in the body of this appraisal report, as of August 18, 2020, the subject property is estimated to have a fee simple market value of:

FIFTEEN THOUSAND DOLLARS
(\$15,000)

Respectfully submitted,



Digitally signed by John J. Galvin, MAI
DN: cn=John J. Galvin, MAI, o=Galvin Appraisal Services, LLC, ou, email=john@agvalues.com, c=US
Date: 2020.09.17 19:41:21 -04'00'

John J. Galvin, MAI
CT Certified General Real Estate Appraiser
RCG#: 0000758, Expires May 30, 2021



Zachary Burksa
CT Provisional Real Estate Appraiser
RSP.0002087, Expires May 30, 2021

PART I – INTRODUCTION

CERTIFICATION

The undersigned does hereby certify that, to the best of my knowledge and belief:

1. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
2. I will not reveal the findings and results of this appraisal to anyone other than the proper officials of the client until authorized by said officials to do so or until required to do so by due process of law.
3. The statements of fact contained in this appraisal report, upon which the analyses, opinions, and conclusions expressed herein are based, are true and correct. No pertinent facts or information have been knowingly overlooked.
4. This appraisal report sets forth the limiting conditions imposed by the terms of my assignment or by the undersigned affecting the analysis, opinions, and conclusions contained in this report.
5. The analyses, opinions, and conclusions in this report are limited only by the assumptions, limiting conditions and legal instructions stated in this report and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
6. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) as well as the Code of Professional Ethics, the Standards of Professional Appraisal Practice of the Appraisal Institute, and the Uniform Appraisal Standards for Federal Land Acquisitions, except to the extent that the Uniform Appraisal Standards for Federal Land Acquisitions required invocation of USPAP’s Jurisdictional Exception Rule, as described in Section D-1 of the Uniform Appraisal Standards for federal Land Acquisitions.
7. No one provided significant real property appraisal assistance to the appraiser signing this report.
8. My compensation is not contingent on an action or event resulting from the analyses, on the analyses, opinions, or conclusions in, or the use of, this report.
9. My compensation is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
10. I have the knowledge and experience necessary to complete this appraisal assignment competently. Please refer to the Qualifications section for my educational and professional background, areas of expertise, and licensing certification status.
11. I have inspected the subject property appraised and that the property owner, or his/her designated representative, was given the opportunity to accompany the appraiser on the property inspection.

Standard Form Restriction Upon Disclosure and Use: Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute, which allow for review of the report by duly authorized representatives of the Appraisal Institute. / Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the undersigned.

After conducting a complete appraisal, I have formed the opinion that, as of August 18, 2020, the subject property has a fee simple market value of:

FIFTEEN THOUSAND DOLLARS (\$15,000)



Digitally signed by John J. Galvin,
MAI
DN: cn=John J. Galvin, MAI,
ou=Galvin Appraisal Services, LLC,
c=US
Date: 2020.09.17 19:42:11 -04'00'

John J. Galvin, MAI
CT Certified General Real Estate Appraiser
RCG#: 0000758, Expires May 30, 2021



Zachary Burksa
CT Provisional Real Estate Appraiser
RSP.0002087, Expires May 30, 2021

• **PART I – INTRODUCTION**

SUMMARY OF SALIENT FACTS AND CONCLUSIONS (Continued)

- Hypothetical Conditions** There are no *Hypothetical Conditions* of this appraisal.
- Limiting Conditions** See Statements of Assumptions and Limiting Conditions on page 10 of this report.
- Highest and Best Use** The highest and best use is to be an amenity to the surrounding neighborhoods in the form of a non-economic social use due to the restrictions on the land.

VALUE INDICATED:

Sales Comparison Approach	6.31+/- acres @ \$2,000 per acre	\$13,820
FINAL ESTIMATE OF VALUE “As Is”	Rounded to	\$15,000

SUBJECT PHOTOGRAPHS



Looking northwesterly from southeasterly corner of lot.



Looking northerly from Daniels St.



Southwesterly corner of lot, looking southerly on Laurel Grove Rd.



Southwesterly corner of lot, looking northerly on Laurel Grove Rd.

PART I – INTRODUCTION

SUBJECT PHOTOGRAPHS



Looking southerly from northerly parking lot.



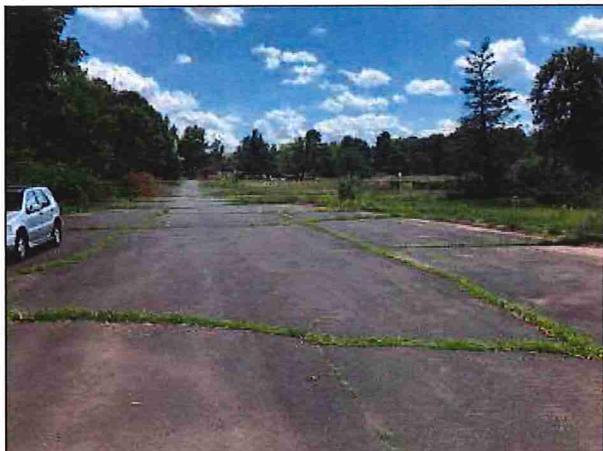
Looking southwestly from northeasterly corner of lot.



Looking westerly from northeasterly corner.



Looking southerly from northeasterly corner.



Looking southerly on easterly side of lot.



Looking southerly on easterly side of lot.

PART I – INTRODUCTION

SUBJECT PHOTOGRAPHS



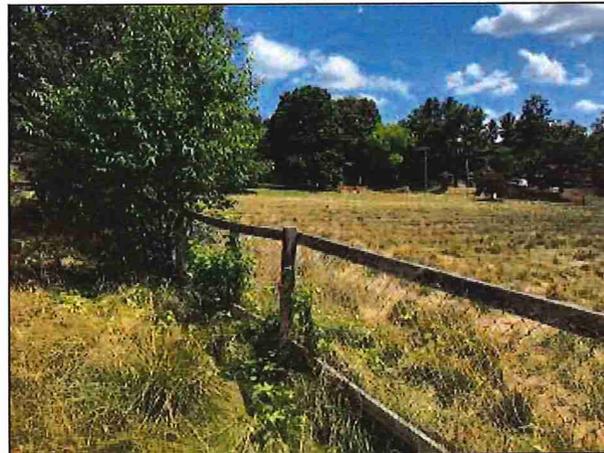
Looking southwesterly at the pool.



Looking westerly at the shed.



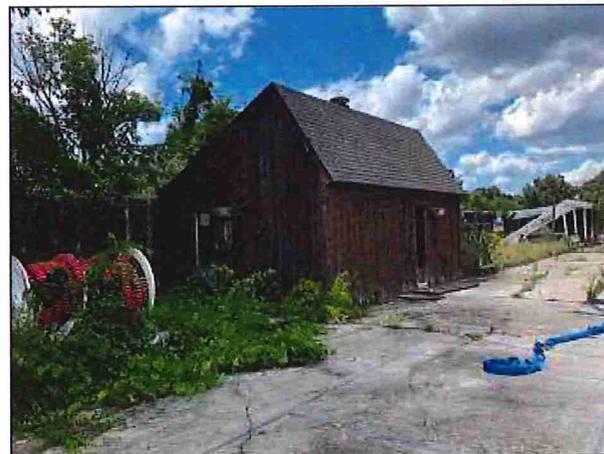
Southeasterly corner of pool area looking northwesterly.



Fencing surrounding the pool area.



Northerly view of pool area from the surrounding fence.



Shed located on westerly side of the pool area.

PART I – INTRODUCTION

ASSUMPTIONS AND LIMITING CONDITIONS

1. No investigation of title to the property has been made, and the premises are assumed to be free and clear of all deeds of trust, use restrictions and reservations, easements, cases or actions pending, tax liens, and bonded indebtedness, unless otherwise specified. We are not aware of any easements of record that would adversely impact the subject's market value. No responsibility for legal matters is assumed. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, unless otherwise specified.

2. A request was made for all pertinent information regarding the subject property for the purpose of this valuation. The request included any and all existing or potential leases; listings, offers to purchase, contracts, or options that may encumber the property; and any other data deemed relevant to this analysis. A request for all approvals, both approved and pending, was also made. The valuation contained herein reflects all such information received.

3. The maps, plats, and exhibits included in this report are for illustration only to help the reader visualize the property. They should not be considered as surveys or relied upon for any other purpose. No appraiser responsibility is assumed in connection therewith.

4. This appraiser, by reason of this report, is not required to give testimony or be in attendance in any court or before any governmental body with reference to the property in question unless arrangements have been previously made.

5. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws, unless noncompliance is stated and considered in this report.

6. No soil borings or analyses have been made of the subject. It is assumed that soil conditions are adequate to support standard construction consistent with the highest and best use as stated in this report.

7. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based, unless noncompliance is stated and considered in this report.

8. The individual values estimated for the various components of the subject property are valid only when taken in the context of this report and are invalid if considered individually or as components in connection with any other appraisal.

9. The date of value to which the opinions expressed in this report is set forth in the report. The appraiser assumes no responsibility for economic or physical factors occurring at some later date that may affect the opinions herein stated. Each finding, prediction, assumption, or conclusion contained in this report represents my personal opinion and is not an assurance that an event will or will not occur.

10. If this report is used within a credit sale-leaseback-type transaction, or the offering structure of a syndicate or syndication partnership, joint venture, or association, it is to be noted that the market value estimate rendered is restricted exclusively to the underlying real property rights defined in this report. No consideration whatsoever is given to the value of any partnership units or interest(s), broker or dealer selling commissions, general partners' acquisition fees, operating deficit reserves, offering expenses, atypical financing, and other similar considerations.

11. Our value estimate presumes that all benefits, terms, and conditions have been disclosed in any lease agreements, and we have been fully informed of any additional considerations (i.e., front-end cash payments, additional leasehold improvement contributions, space buybacks, free rent, equity options).

12. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the authors or firm with which they are connected, or any reference to the Appraisal Institute, or to the MAI designation.

13. This appraisal was prepared for the exclusive use of the client for the purpose specified and must not be used in any other manner without our written consent. This report and the data it contains, except that provided by the client, remain the property of our firm.



PART I – INTRODUCTION Continued

SCOPE, PURPOSE & FUNCTION OF THE APPRAISAL

Competency We have substantial experience valuing properties that are similar to the subject property. Summaries of our qualifications are included within this report.

Environmental Contamination This appraisal is predicated on the assumption that hazardous materials do not exist at the subject property. We did not observe evidence of contamination or potentially hazardous materials at the time of inspection, nor was any such condition reported to us. In addition, it is an assumption of this report that there are no hazardous contaminants in the soil caused by the use of pesticide, herbicide, or fungicide over the years.

Summary of Appraisal Problems: There were no unusual appraisal problems with estimating the market value of the subject other than the selection of comparable sales that reflect the limited utility due to the use restrictions placed on the property.

Restrictions: *Article VI: Board of Directors (Volume 365, Page 591)*

6.7- The Directors shall take all such measures as necessary to:

a) Restrict the use of the Common Land and Mini-Neighborhood Reserved Area to a non-commercial use devoted to the social welfare including the health, safety, education, culture, comfort, and convenience of the persons entitled to the use.

6.8- The Directors shall:

a) Adopt and publish rules and regulations governing the use of the Common Land and the facilities thereon and the personal conduct of the Members, their families, and guests.



DEFINITIONS, CONTINUED

Easement Appurtenant: *“An easement that is attached to, benefits, and passes with the transfer of the dominant estate; runs with the land for the benefit of the dominant estate and continues to burden the servient estate, although such an estate may be transferred to new owners.”*

Easement in Gross: *“An easement that benefits a legal person or entity (individual, corporation, partnership, LLC, Government entity, etc.) and not a particular tract of land; an easement having a servient estate but no dominant estate.”*

Easement by Prescription: *“The right to use another’s land, which is established by exercising this right openly, hostility, and continuously over a statutory period of time”*

Encumbrance: *“Any claim or liability that affects or limits the title to property. an encumbrance can affect the title such as a mortgage or other lien, or it can affect the physical condition of the property such as an easement. An encumbrance cannot prevent the transfer of possession, but it does remain after the transfer.”*

Subsurface Easement: *“The right to use land at a designated distance below its surface, e.g., for pipelines, electric and telephone circuits and cables, storage facilities”. (also water, sewer, drainage).*

Subsurface Rights: *“1) The rights to the use and profits of the underground portion of a designated property; usually refers to the right to extract coal, minerals, oil, gas, or other hydrocarbon substances as designated in the grant. 2). The right to construct and maintain tunnels, subways, pipelines, sewers, etc.”*

Damages: *“1). Money claimed by, or ordered to be paid to, a person as compensation for loss or injury. (Black’s). 2) In condemnation, the loss in value to the remainder in a partial taking of property. Generally, the difference between the value of the whole property before the taking and the value of the remainder after the takin is measured of the value of the part taken and the damages to the remainder. Note that the different regions of the country and different courts may use terms such as consequential damages, and severance damages differently.”*

Partial Taking: *“The taking of part of a property for public use under the power of eminent domain; requires the payment of compensation.”*

Partial Interest: *“Divided or undivided rights in real estate that represent less than the whole, i.e., a fractional interest such as a tenancy in common, easement, or life interest”.*

Functional Utility: *“The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building’s use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms.”*

Bundle of Rights Theory: *“The concept that compares property ownership to a bundle of stick with each stick representing a distinct and separate right of the property owner, e.g., the right to use real estate, to sell it, to lease it, to give it away, or to choose to exercise all or none of these rights.”*

PART II - FACTUAL DATA / Before Acquisition

PROPERTY DATA OVERVIEW

Legal Description A legal description of the property is recorded in a Warranty Deed dated March 11, 1993 and recorded in Volume 1004, Page 230 of the Middletown Land Records. There are restrictions set forth in the Declaration of Covenants and Restrictions, recorded in Volume 365, Page 583 of the Middletown Land Records. The use restrictions limit the use of the property to a non-economic social use. A copy is included in the Addenda.

Property Address 432 Laurel Grove Road, Middletown, Connecticut

Tax Map Reference Map 16, Lot 128

Property Type Vacant land

Zone PRD, Planned Residential Development

Land Area 6.31 +/- acres

Owner of Record Middlesex Pool & Tennis Club Inc.

Sales History (10 years) The subject property has not been sold within the past 10 years. The current ownership interest acquired the property on March 11, 1993 for a stated price of \$1.00. The price paid at that time is not evidence of the value of the property under market conditions that prevailed as of August 18, 2020. This property was purchased with the original intent to support the planned residential development in the City of Middletown by developing a tennis and pool club for the surrounding neighborhoods.

Property Status Uses The subject property is vacant land historically used as a private tennis and swimming club. The clubhouse burned down and was razed in January 2020.

Listing or Contract For Sale The subject was not listed or under contract for sale as of the effective date of August 18, 2020.

Use History The subject property was part of Hill Development Corporation's planned residential development. Middlesex Pool & Tennis Club Inc. purchased the property on March 10, 1993 with the intent to open a pool and tennis club for the surrounding neighborhoods. In May of 2018, the club established they were not going to re-open for summer due to the declining membership. On July 31, 2019, a fire broke out in the clubhouse building. A building permit dated January 24, 2020 was issued allowing the structure to be demolished leaving only the foundation. The property has remained vacant since the building was demolished. It is our understanding, the City of Middletown is looking acquire the property for public use, but there are no proposals to date.

Rental History There is no rental history on the property. Middlesex Pool & Tennis Club Inc. was a non-profit entity who used the land as a club for the residents in the surrounding neighborhoods.



PART II - FACTUAL DATA / Before Acquisition

COMMUNITY DATA (Continued)

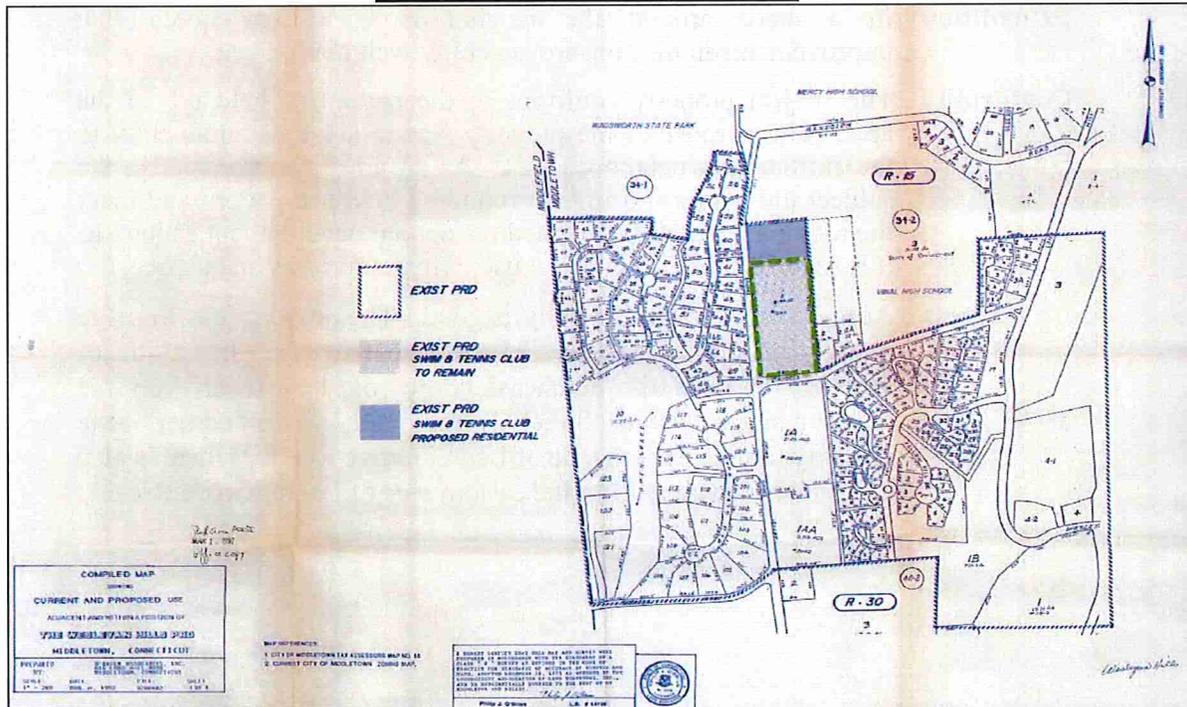
Value Trends, Continued

This is a 16.8% price growth over the 3.5 years (\$254,469 - \$217,887 = \$36,582 / \$217,887 = 0.168), or a 4.8% annual increase (16.8% / 42 months = 0.4/month, x 12 months = 4.8%). The number of days on the market also fluctuates month-to-month and year-to-year, but overall has been consistent. The increase in prices is primarily being fueled by the increase in demand caused by lower mortgage interest rates and a decline in the available inventory of houses. The City of Middletown's Planning, Conservation, & Development office is aware prices are increasing and available inventory is declining. As a result, they are working on several options to mitigate this concern, one of which is revising zoning by changing the subject's Planned Residential Development (PRD) zone to one of the existing traditional residential zones. This is expected to increase flexibility within the regulations in order to enhance feasibility development options for investors; thus, promoting growth within the community.

Conclusion

Middletown is a mature community that has good access to the highway. Both the residential and commercial markets within the town are considered to be active. The steady demand and decline in existing available properties have generally placed upward pressure on residential property values over the past few years. Though the rate of growth may slow with the general economy, all indications are that demand for residential and commercial property in Middletown will continue.

Compiled Map of Neighborhood



PART II - FACTUAL DATA / Before Acquisition

ZONING DATA

After speaking to the Middletown Planning, Conservation, & Development Department, it was noted that the city is undergoing a new zoning map and regulations. The Planned Residential Development (PRD) zone will not be included in the new regulations. For the current PRD zone, there are no set-back, parking, or density requirements. The PRD zone was created to assist the city in developing a residential area that follows certain guidelines to meet what was perceived as the needs of the residents at that time. It was implied that the zone will change from a planned residential development zone to a residential zone. Since there are no requirements to this zone, if the subject did not have any use restrictions, it could be subdivided into multiple housing lots in conformance with the land use development trend of the neighborhood. However, because of the use restrictions, development is not permitted.

- Zoning** PRD
- Classification:** Planned Residential Development
- Permitted Uses:** Permitted uses in the PRD zone include 1) residential uses, 2) private and public recreational uses, 3) educational uses and 4) cultural uses.

<u>Dimensional Requirements</u>	<u>Required</u>	<u>Provided</u>
Minimum Lot Area	N/A	274,864 +/- SF
Minimum Lot Frontage	N/A	1,335 +/- feet total
Minimum Lot Depth	N/A	350 +/- feet
Maximum Impervious Coverage	N/A	19.39%

Parking – (Subject Use) The PRD zone does not have any parking requirements. The subject property has 36,800 +/- SF of parking.

Approvals & Permits None required.

Conclusion The previous recreational use of the subject property conformed to the requirements of the PRD zone. Although the City of Middletown plans to no longer use the Planned Residential Development zone in the city’s new zoning code, the property is still encumbered by the use restrictions. Thus, regardless of what specific zone the PRD category is changed to, the utility of the subject will still be limited due to the restrictions.

ASSESSMENT AND TAX DATA

The City of Middletown last underwent revaluation effective October 1, 2017, which was conducted by statistical means. The next town-wide revaluation is scheduled to take effect on October 1, 2022, which will require a full inspection of each property. The most recent information available pertains to the October 2019 Grand List. Grand List 2019 real estate tax payments are based on a tax rate of 44.2 mills due in two equal installments on July 1, 2020, and January 1, 2021. Please note, the subject property building burned down in late July of 2019 and was demolished in January of 2020; thus, the assessment was subsequently adjusted to reflect the value of the land as undeveloped.

PART II - FACTUAL DATA / Before Acquisition

SITE DESCRIPTION AND ANALYSIS

GENERAL AND PHYSICAL CHARACTERISTICS: 432 Laurel Grove Road - Map 16, Lot 128

- Land Area** A total of 274,864 +/- SF or 6.31 +/- acres (per survey).
- Street** 969.70 +/- feet on the easterly side of Laurel Grove Road
- Frontage** 351.3 +/- feet on the northerly side of Daniels Street
- Data Source** City of Middletown GIS. Two surveys filed in the Middletown Land Records (Map 63-97 and Map 3166).
- Shape** Rectangular
- Topography** Level and at grade with both street fronts.
- Soils** The subject soils are assumed to be adequate for development.
- Wetlands** None flagged, but there is a section along the parking lot where it appears water-run-off collects.
- Access** Via Laurel Grove Rd or Daniels St from paved driveway.
- View** None that is value contributing.
- Easements and Restrictions** Easements and restrictions are set forth in the Declaration of Covenants and Restrictions of the planned residential development, recorded in Volume 365, Page 583 on August 21, 1969. The declaration restricts any non-residential use from being developed in any of the properties. The following are sections extracted from the declaration.

Article VIII- Rights in Common Land and Mini-Neighborhood Reserved Areas (Volume 365, Page 598): Every member shall have a like right and easement of enjoyment in and to the common land. Each member shall have the right to delegate such rights of enjoyment to guests and people residing within the properties. The rights and easements of enjoyment in the common land shall be subject to:

- A. The right of the association, in accordance with its Certificate of Incorporation and By-Laws, to borrow money for the purpose of improving the common land and in aid thereof to mortgage said properties.
- B. The right of the Board of Directors, as provided in the Certificate of Incorporation of the Association or its By-Laws, to suspend such enjoyment rights of any member for any period during which any assessment for which such member is liable remains delinquent and for any period not to exceed thirty days for any infraction of its published rules and regulations relating to the use of the common land and the facilities thereon by the member, guests or any person residing with the member.
- C. The right of the Association to dedicate or transfer all or any part of common land or any mini-neighborhood reserved area to any public agency, authority, or utility for such purposed and subject to such conditions as its Board of Directors shall deem wise.

PART II - FACTUAL DATA / Before Acquisition (Continued)

SITE DESCRIPTION AND ANALYSIS (CONTINUED)

Article XII – Continued:

- D. Community antenna services for televisions.
- E. Installing, replacing, repairing, and servicing any of the foregoing.

SITE IMPROVEMENTS:

Curb-cuts Two: Laurel Grove Road and Daniels Street. The paving is linked providing a circular traffic pattern.

Parking The site is improved with 36,800 +/- SF of pavement allocated to a driveway and parking lot. The parking lot is not lined, and the paving is in fair condition and starting to get overgrown with native plant material.

Other The pool is empty but still in place, as is the concrete around the edge. The foundation remains of the former clubhouse are still in place with the section having a basement boarded over. There is some fencing still on site, particularly around the pool area, but most of it is in fair condition. The asphalt for the courts are still in place, but the lawn area is now overgrown, and weeds are growing up through cracks in all the paved area. There is temporary fencing installed around sections of the foundation and site for security. There are a few pole mounted lights for the parking lot.

STREET IMPROVEMENTS:

Laurel Grove Road is a paved and town-maintained street. The street is improved with double yellow lines and asphalt curbs. There are no streetlights and the road is in good condition.

UTILITIES:

Water – Connected, Sewer – Connected, Gas – Connected, Electricity – Connected, Phone – Connected, CATV – Available

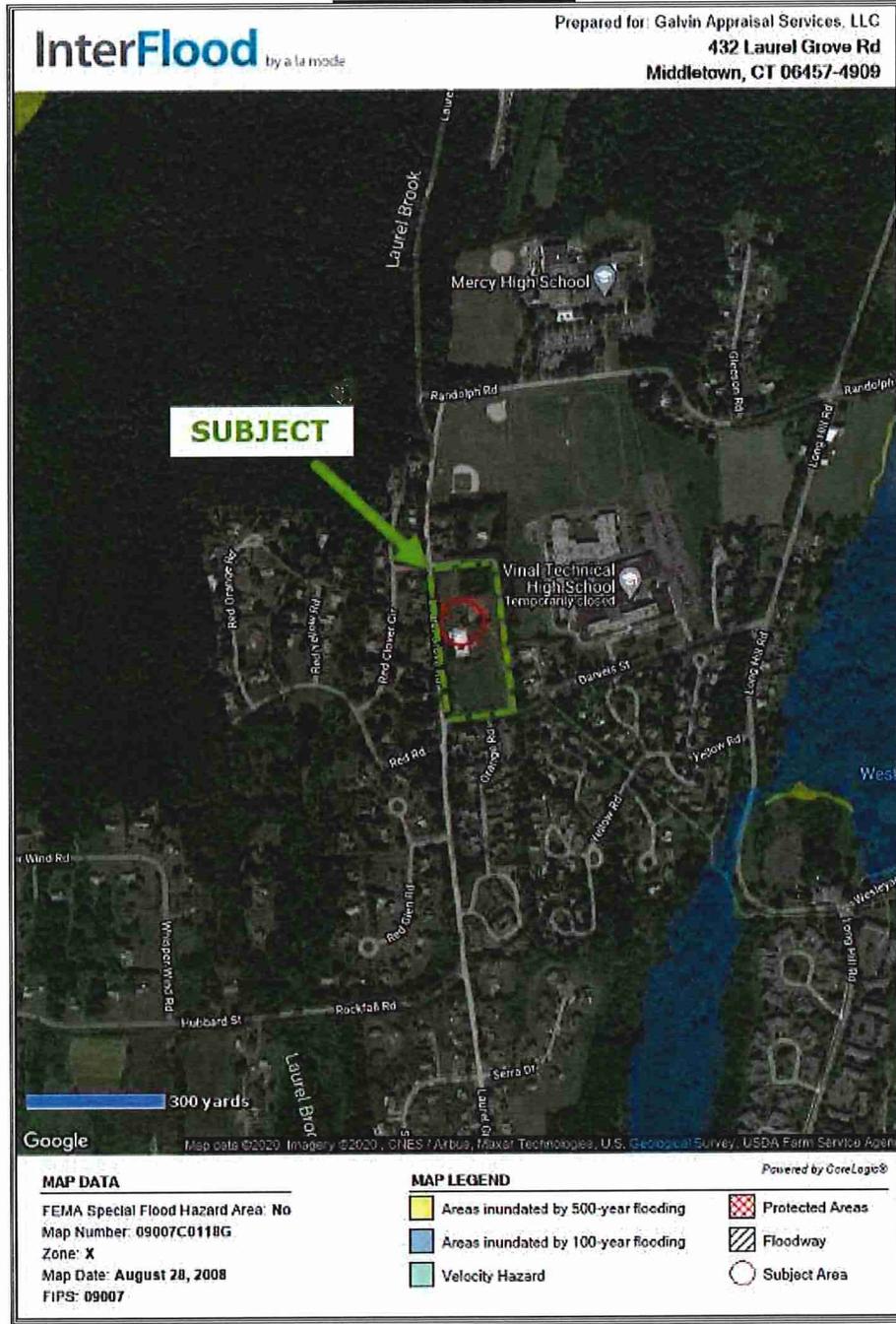
COMMENTS / CONCLUSION: The property is located on a side road in the middle of a residential community. Overall, the subject site is capable of supporting residential development if the use restrictions were not encumbering the property. With the restrictions set forth in the Declaration of Covenants and Restrictions, recorded in Volume 365, Page 583, the site is considered common land with no development potential. There is a clause indicating the restrictions could be rescinded with a 2/3 vote by the association, but it is our understanding, this is unlikely. Therefore, the property is considered to have no economic utility or development potential. This factor will be considered in the highest and best use conclusion and valuation analysis. The site does have some paved area, and the pool is still in place but not functional. The Scope of Work is to appraise the “as is” current market value of the property, which typically would require a deduction to account for the cost to remove the improvements. However, if the property is offered for sale, some users may want to use the paving, pool, and foundations. Therefore, it is an assumption of this appraisal that the existing site improvements have no contributory value.

PART II - FACTUAL DATA / Before Acquisition (Continued)

SITE DESCRIPTION AND ANALYSIS (CONTINUED), CONTINUED

Flood Zone	Community Panel: 09007C0118G
	FIRM Date: August 28, 2008
	Flood Zone: X (not a flood prone area)

FLOOD MAP



PART III - DATA ANALYSIS AND CONCLUSIONS – Before Acquisition

HIGHEST AND BEST USE (continued)

Legally Permissible (Continued)

Zoning: The subject property is zoned PRD, which was established to create an organized neighborhood. After speaking with the Middletown Planning, Conservation, & Development Department, it was disclosed the city will be eliminating the PRD zone classification in the near future. It was also stated that there are no set back or lot size requirements. The PRD zone was set to follow all the requirements set forth in the Planned Residential Development Application. Improvement of the subject site with a residential use, or as an amenity to the surrounding neighborhoods best conforms to the character of the surrounding neighborhood and would be permitted by zoning if the property were not encumbered by the restrictions.

Wetlands: There are no wetlands on the subject property.

Physically Possible: The physical capacity of a given site to support development is governed by factors such as accessibility, parcel size and shape, topography, wetlands, and soil composition. Off-site considerations such as utilities and paved roads also influence the development potential of land. The appraised property consists of a 6.31 +/- acre site with a level topography and 1,335 +/- feet of total frontage. Public utilities are available to the property and have adequate capacity to support development. Overall, the site characteristics are conducive to development if not encumbered by the use restriction.

Financially Feasible: If the site were not encumbered by a use restriction, subdividing the parcel for residential development in conformance with the neighborhood land use pattern would appear to be financially feasible based on current market conditions.

Maximally Productive: Maximum productivity refers to both the category and intensity of use. Given the physical characteristics of the site, legal constraints, financial feasibility, typical development densities of similar land, and patterns of land use in the local market area, the development of a residential use at a density of 3.8 dwellings per acre would produce a net return to the subject land consistent with other residential sites in the Middletown area. This density is from the zoning regulations. With the frontage being on two streets, the actual density of development may actually be less if the site were not encumbered by the restrictions.

Conclusion: Subdivision of the subject for a detached residential housing development would be the highest and use as vacant if it were not encumbered by the restrictions that restrict development. Because of the Declaration of Covenants and Restrictions that run with the land, the utility of the site is limited to common land, community recreation use, or open space. It has not economic utility. The Declaration of Covenants and Restrictions state that any changes in use of common land would have to be approved by the members of the association with a 2/3 vote. Therefore, based on the restrictions set forth in the Declaration of Covenants and Restrictions, recorded in Volume 365, Page 583 of the Middletown land records, an *Extraordinary Assumption* is made that the subject property is part of the Common Lands that cannot be subdivided



PART III - DATA ANALYSIS AND CONCLUSIONS – Before Acquisition

SALES COMPARISON APPROACH

The Sales Comparison Approach is used to estimate the market value of the subject property. Given the restrictions on the subject, sales were researched that had no development potential. Given undevelopable land rarely sells, the scope of the survey was expanded to include all of central Connecticut. Five sales are used to estimate the value of the subject property. The sales were each confirmed. They are adjusted to reflect the attributes of the subject. A brief description of each sale follows the adjustment analysis.

ADJUSTMENTS

- Method** A quantitative adjustment method has been employed to account for the differences between each sale and the subject property. Adjustments for financing, property rights, conditions of sale, and market conditions at the date of sale are sequential and cumulative. Adjustments for location and physical differences are made to the cumulatively adjusted unit sale price. The adjustments are primarily market derived. Where we have not been able to extract adjustments from paired sales, we have made adjustments on the basis of our experience and judgment.
- Unit of Comparison** The primary unit of comparison relied upon in this section is the price paid per acre. Adjustments are made to the unit price of each studied sale.
- Adjustments** *Exhibit I* on the following page is a summary of the adjustments that were made to each of the studied sales when they were compared with the subject property. Where a sale property is inferior to the subject, an upward adjustment is made. Downward adjustments are made where sale properties are superior to the subject. The last column in the exhibit contains the unit values for each studied sale as adjusted for the net effect on value of its differences with respect to the subject property.
- Location** Given the utility is limited for each parcel, there is no location significance to warrant an adjustment.
- Land Area in Acres** The data, once correlated, reflects there is little difference in the prices paid for the sale data outlined in relation to the size of each sale.
- Accessibility** The subject is located on a town-maintained road that is only used by local residents. The sale are all located in areas that are less assessable and a slight upward adjustment is applied to each.
- Shape-Development Efficiency** Since each sale has no development potential, adjustments for shape, topography and developability are not required.
- Soils:** All soils are assumed adequate unless otherwise stated.



PART III - DATA ANALYSIS AND CONCLUSIONS – Before Acquisition

SALES COMPARISON APPROACH (continued)

INDICATED UNIT VALUE

The adjusted prices range from \$1,375 to \$2,780 per acre. This results in the following value range.

6.31 +/- acres @ \$1,375 per acre = \$ 8,676

6.31 +/- acres @ \$2,780 per acre = \$17,542

This result in value range of \$8,700 to \$17,500, rounded. Given the subject has utilities available, a value at the upper end of the range, or \$2,300 to \$2,400 per acre is indicated. This equates to a value of \$14,500 to \$15,150, which is rounded to \$15,000.

RECONCILIATION

The current “as is” market value of the fee simple estate, as of August 18, 2020, the date of our most recent physical inspection, is:

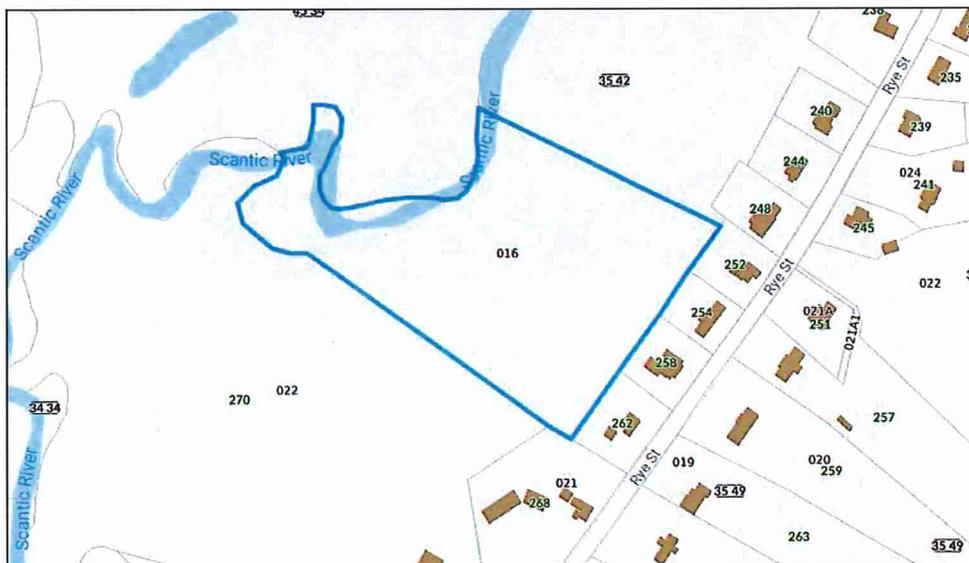
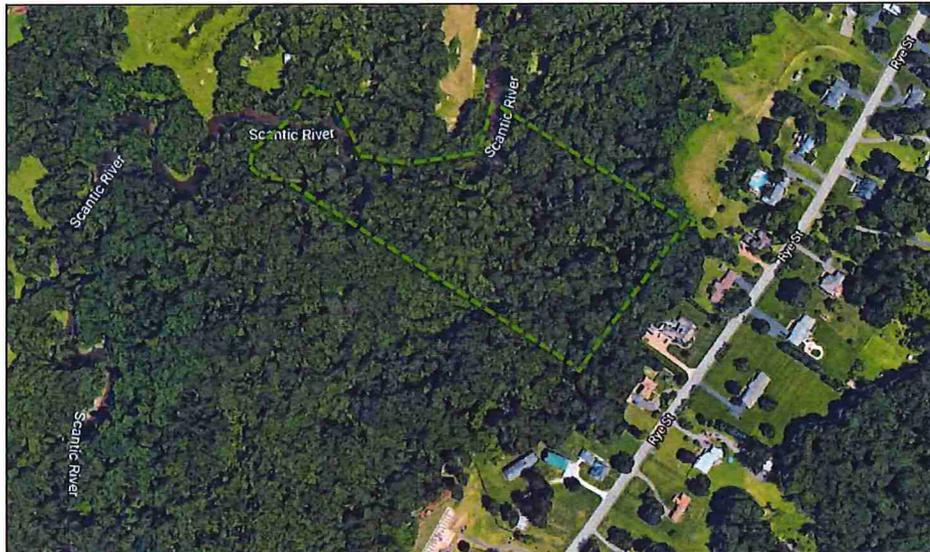
**INDICATED “AS IS” FEE SIMPLE MARKET VALUE VIA
SALES COMPARISON APPROACH\$15,000**



PART III - DATA ANALYSIS AND CONCLUSIONS – Before Acquisition

Land Sale #1, Continued

Description: The 11.95 +/- acre property sold for \$11,750 or \$983/acre on September 7, 2018. The property is landlocked, being located behind multiple properties off Rye Street and has frontage on the Scantic River. The slope declines from southeasterly to the northwesterly part of the lot where the Scantic River is located. The westerly half of the property, near the Scantic River, is in Flood Zone A and also consists of wetlands. The land is undevelopable. According to the sale agent, the property was granted to the family in the 1660's by the King of England. The family has retained ownership since it was initially granted. After two and a half years of being listed on the market, the property was purchased by an abutter.



PART III - DATA ANALYSIS AND CONCLUSIONS – Before Acquisition

Land Sale #3

Location: 0A Randolph Rd, Middletown, Connecticut

Grantor: Edith McCauley
Grantee: Babagee North LLC
Legal Reference: Volume 1958, Page 877
Deed Type: Warranty Deed
Date Recorded: December 11, 2019

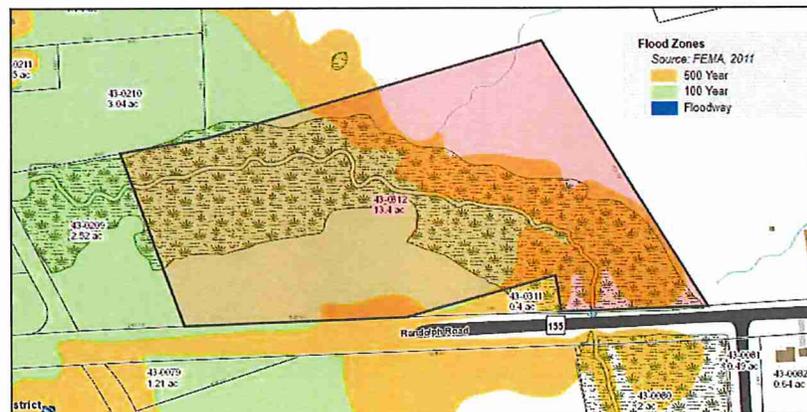
Sale Price: \$13,500
Price Per Acre: \$1,007/acre

Financing: None recorded

Site Data

Size: 13.4 +/- acres total (Source: Middletown GIS)

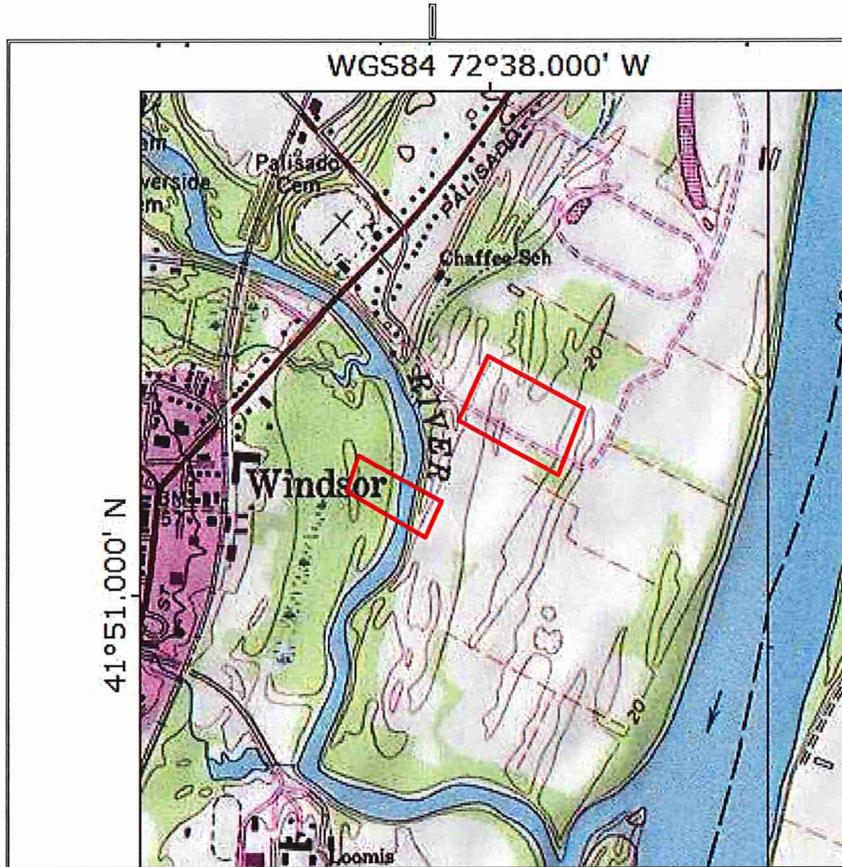
Description: This 13.4 +/- acre land sold for \$13,500 or \$1,007/acre in an arm's length deal. The property was listed on the market for just under a year before being purchased on December 11, 2019. The property has wetlands going through the middle, around the brook that runs across the land. Majority of the frontage or southerly part of the land is in a 100-year flood zone, with 500-year flood zones behind that. The land has cleared spots but is still mainly treed and overgrown. There are no utilities available to the property. According to the sale agent, there is no development potential for the property due to the flood zone and wetlands. The agent stated that the buyer intended to use the land for farming.



PART III - DATA ANALYSIS AND CONCLUSIONS – Before Acquisition

Land Sale #4, Continued

Location: 300 & 1350 Great Meadow Road, Windsor, Connecticut



According to the U.S. Department of Agriculture soils map, the parcel consists of the following soils. Approximately 97% of the soils are Prime Farmland and 3% are Statewide Important soils.

1350 Great Meadow

Map unit symbol	Map unit name	Rating	Acres in AOI
105	Hadley silt loam	Well drained	11.6

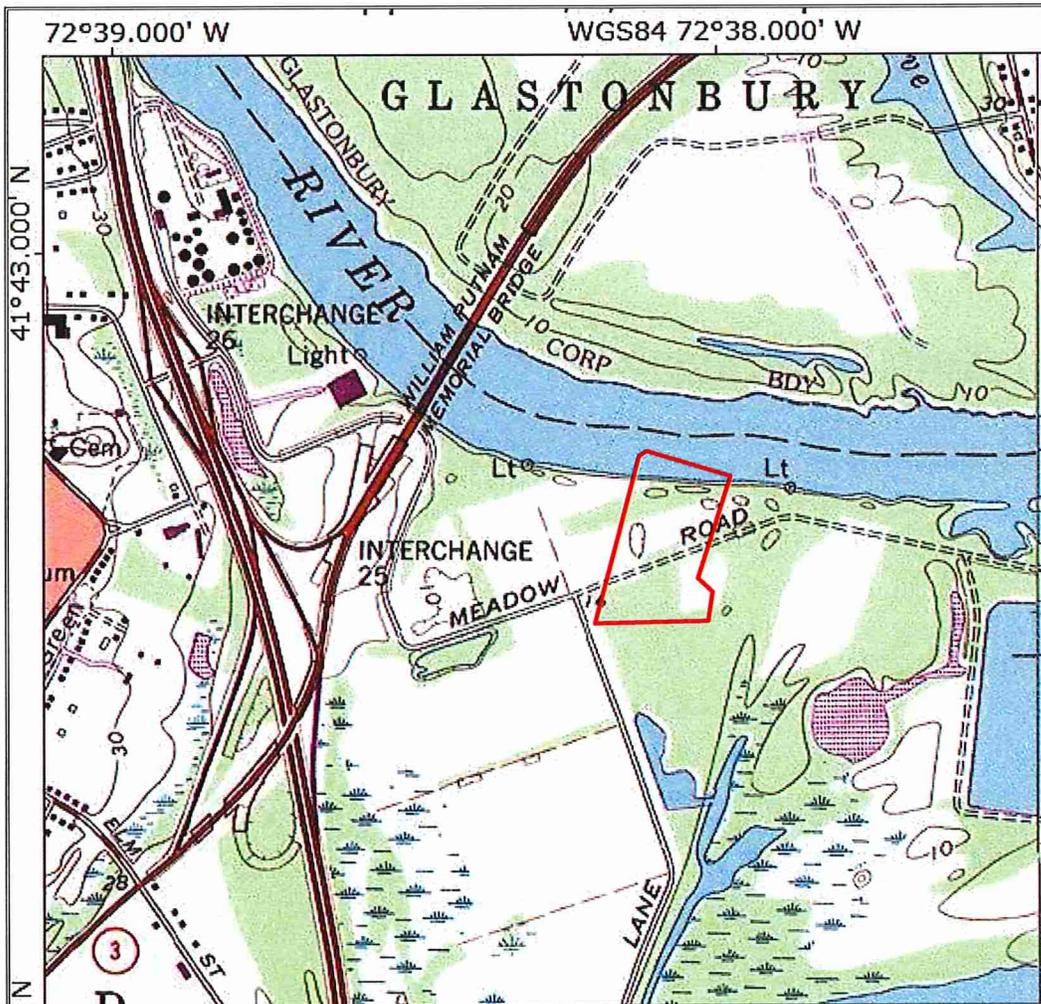
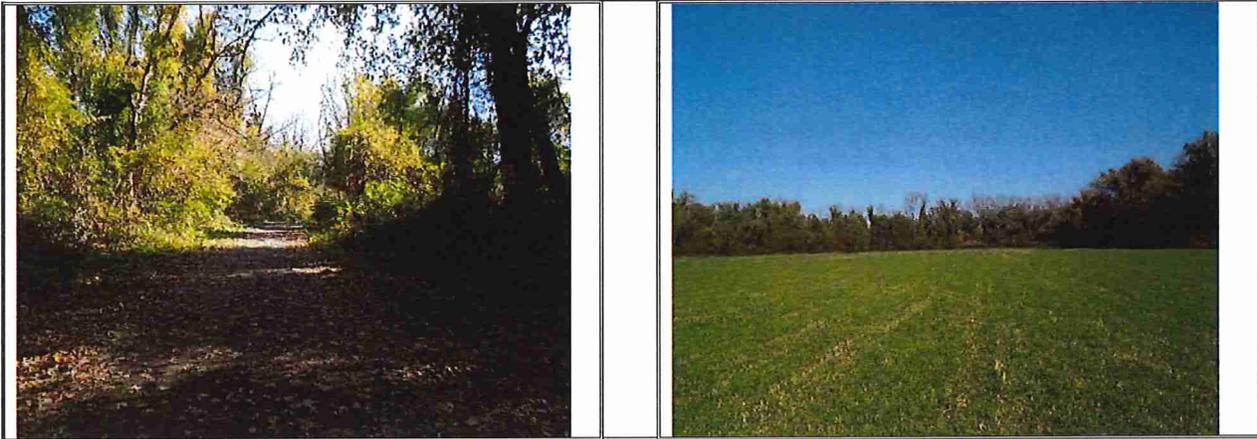
300 Great Meadow

Map unit symbol	Map unit name	Rating	Acres in AOI
105	Hadley silt loam	Well drained	3.2

PART III - DATA ANALYSIS AND CONCLUSIONS – Before Acquisition

Land Sale #5, Continued

Location: Wethersfield Meadow (Island), Wethersfield, Connecticut



QUALIFICATIONS OF THE APPRAISER:

JOHN J. GALVIN, MAI

Education & Professional Affiliations:

1989 graduate of University of Connecticut with a BS in Finance. All coursework required for MAI designation and State Licensing plus numerous seminars and continuing education courses. Two-year certificate in Plant Science & Nursery Management awarded May 1982 from the University of Connecticut School of Ratcliff-Hicks. Successfully completed Commercial Loan Credit Training Program with Connecticut National Bank 1990. Honorable Discharge from U.S. Navy 1986.

Real Estate Licenses and Certification:

- CT Certified General Appraiser License #RCG.0000758 - Expiration date April 30, 2021
- CT Certified Commercial / Industrial, State of CT, for Municipal Revaluation for Assessment Purposes, #971 – Expires April 30, 2021
- Testified as an expert witness in Federal Superior Court and Connecticut Superior Court(s)
- Board of Directors, Connecticut Chapter of the Appraisal Institute
- 2010 President of the CT Chapter of the Appraisal Institute
- 2014 Appointed Commissioner, Connecticut Real Estate Appraisal Commission - Active

Types of Appraisal and Development Services Performed:

Property Services Performed: Absorption Analysis; Appraisal Review; “As Is” – “As Complete” Analyses; Conservation Gift Valuations; Contamination Damage Analysis; Cost / Benefit Analysis; Cost-Benefit and Purchase Decisions; Credit Analysis; Current Market Valuation Analysis; Development and Investment Models; Development Strategies; Easement Valuations; Feasibility Studies; Functional Utility Studies; Highest & Best Use Analysis; Investment Value Analysis; Litigation Support; Market Rent Studies; Market Studies; Marketing and Penetration Studies; Neighborhood Impact Studies; Property Tax Analysis; Prospective Valuation Analysis; Retrospective Valuation Analysis; Risk Analysis; Sensitivity Analysis; Stigma Studies; Studies of Environmental Impact on Valuation; Tax Appeal Appraisals; Trend Studies; USPAP Compliance Review / Appropriateness of Techniques Used, Federal Land Acquisition Appraisals (Yellow Book).

Property Types Appraised: Affordable Housing; Agricultural / Farm / Nursery; Amusement Facility; Apartment / Multi-Family Housing; Auto Salvage Yard; Automobile Dealership; Bank; Banquet Facility; Bus Station; Car Wash; Church / Worship Facility; Class A Office; Cold Storage / Mini Storage / Warehouse; Commercial / Commercial Land; Community Shopping Center; Condominium / Condo Conversions; Convenience Store; Corporate Headquarters; Country Estate; Courthouse; Day Care Center; Development Rights; Elderly / Age Restricted Housing; Eminent Domain and/or Partial Interest Involving Partial Taking; Factory; Fair Grounds; Fast Food Restaurant; Flood Plain; Fraternal Hall / Club; Garden Center; Gasoline Station; Golf Course / Driving Range; Greenhouse; Historic Property; Horse Barn / Stable; Hotel / Motel; Indoor Tennis Facility; Industrial / Industrial Land / Industrial Condo / Industrial Mill; Land Lease; Landfill; Large Acreage Parcel; Leasehold Estate; Medical / Medical Condo; Office Building / Office Condo; R&D; Recreational Uses; Residential Property of Various Types; Restaurant; Retail; Right of Way and Easement; Rooming House; Sand and Gravel Pit / Quarry; Saw Mill; School / Education Facility; Service Station / Auto Repair; Special Purpose Building; Special Use Property; Sports / Health Club; Subdivision; Tavern; Theater; Train Station; Truck Stop; Truck Terminal; Valet Parking Lot; Veterinarian Clinic; Waterfront Property; Wetlands.

Collected and confirmed market data, performed detailed property inspections, analyzed appraisal problems, and independently wrote detailed narrative appraisals with R.F. Hagearty & Associates. Reviewed external real estate appraisals for all property types used in the loan underwriting and asset management processes while at Shawmut Bank. Evaluated commercial and real estate lending relationships in excess of \$250,000 to determine asset quality while at Connecticut National Bank.

Employment History:

Galvin Appraisal Services, LLC - Appraiser & Member	March 2019 to Date
Andrews & Galvin Appraisal Services, LLC - Appraiser & Member	16 years
H.G.A., LLC – Appraiser, Consultant & Principal	2 years
Galvin Appraisal Services, LLC - Independent Fee Appraiser & Owner	5 years
R.F. Hagearty & Associates, Inc. - Senior Staff Appraiser	3 years
Shawmut N.A. & Connecticut National Bank – Staff Review Appraiser	1 year
Connecticut National Bank –Senior Credit Review Analyst	2 years

Partial List of Appraisal Assignments Completed by Members of Firm:

- Absorption Analysis
- Appraisal Review
- “As Is” – “As Complete” Analyses
- Conservation Gift Valuations
- Contamination Damage Analysis
- Cost-Benefit and Purchase Decisions
- Credit Analysis
- Current Market Valuation Analysis
- Development Strategies
- Easement Valuations
- Feasibility Studies
- Functional Utility Studies
- Highest & Best Use Analysis
- Investment Value Analysis
- Litigation Support
- Market Rent Studies
- Market Studies
- Marketing and Penetration Studies
- Neighborhood Impact Studies
- Property Tax Analysis
- Prospective Valuation Analysis
- Retrospective Valuation Analysis
- Risk Analysis
- Sensitivity Analysis
- Stigma Studies
- Tax Appeal Appraisals
- Trend Studies
- USPAP Compliance Review / Appropriateness of Techniques Used

The Principals have Prepared Reports for the Following:

(Reference names and numbers available upon request)

Financial Institutions

- Absolute Mortgage Solutions
- Atlantic National Trust
- The Adams National Bank
- Bank of Western Massachusetts
- Bayview Financial LP
- BankNewport
- TD Bank, N.A. (Banknorth)
- Celtic Bank Corporation
- Connecticut Bank & Trust – CBT
- Connecticut River Community Bk
- Commonwealth National Bank
- Credit Financial Services, Inc.
- Citicorp Real Estate, Inc.
- Citizens Financial Group
- Collinsville Savings Society
- Evangelical Christian Credit Union
- Eastern Savings Bank
- Fairfield County Bank
- Farmington Bank
- First National Bank of Litchfield
- First Trade Union Bank
- Fleet National Bank
- Guaranty Federal
- Hampden Bank
- Hudson United Bank
- Interbay Funding
- Independence Bank
- Interinvest National Bank
- Liberty Bank
- Litchfield Bancorp
- LSQ Funding
- Mercury Real Estate Services
- Naugatuck Valley Savings & Loan
- National Cooperative Bank
- New Alliance Bank
- New England Bank
- Newport Federal Savings Bank
- NewMil Bank
- Newtown Savings Bank
- Northwest Community Bank
- Ocean and Investment Bank, FSB
- Pace Realty Advisors
- People's United Bank
- Rockville Bank
- Savings Bank of Manchester
- Simsbury Bank
- Silverhill Financial Services
- Sky Bank
- StonehamBank
- The Simsbury Bank
- State Bank of Texas
- Sovereign Bank
- Thomaston Savings Bank
- Union Savings Bank
- United Bank US Trust
- Valley National Ban

- Webster Bank
- Webster First Federal Credit Union
- Windsor Federal Savings

Government Agencies / Others

- Bristol Hospital
- Capitol Region Education Council
- City of Bristol
- City of Danbury
- City of Meriden
- New Britain Consolidated Schools
- City of Norwalk
- City of Waterbury
- City of New Haven
- Connecticut Urban Legal Initiative, Inc.
- Connecticut Business Credit
- Connecticut Department of Environmental Protection
- Connecticut Department of Transportation
- Cumberland Gulf Group of Comp.
- Farmington Land Trust
- Fidelity National Trust Group
- Farm Credit East, ACA
- Federal Deposit Insurance Corporation
- Housatonic Valley Land Trust
- Metropolitan District Commission
- Middlesex Hospital
- Naromi Land Trust
- National Park Service
- Numerous Attorneys
- Salvation Army
- Southbury Land Trust
- Town of Farmington
- Town of Glastonbury
- Town of Killingly
- Town of Mansfield
- Town of Hebron
- Town of Lyme
- Town of New Milford
- Town of Newton
- Town of Putnam
- Town of Rocky Hill
- Town of Simsbury
- Town of Southington
- Town of Bloomfield
- Town of Simsbury
- Town of Southwick MA
- Town of Sterling
- Town of Stratford
- Town of Wallingford
- Town of Westport
- Town of West Haven
- Town of Windsor
- Town of East Hampton
- University of Connecticut
- Various Trusts
- Windham Hospital
- Government and Private Clients



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WARRANTY DEED

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

KNOW YE, THAT, HILL DEVELOPMENT CORPORATION, a Connecticut corporation having its principal place of business in the Town of Middletown, County of Middlesex and State of Connecticut, (hereinafter referred to as the "Grantor"), for the consideration of ONE (\$1.00) DOLLAR, received to its full satisfaction of MIDDLESEX POOL & TENNIS CLUB, INC., a Connecticut corporation having its principal place of business in the Town of Middletown, County of Middlesex and State of Connecticut, (hereinafter referred to as the "Grantee"), does give, grant, bargain, sell and confirm unto the Grantee, its successors and assigns, all that certain piece or parcel of land, together with all buildings and improvements thereon, situated on the northerly side of Daniels Street and the easterly side of Laurel Grove Road, in the Town of Middletown, County of Middlesex and State of Connecticut, and more particularly described in Schedule A, attached hereto and made a part hereof (hereinafter referred to as the "Premises").

TO HAVE AND TO HOLD the above granted and bargained Premises, with the appurtenances thereof, unto it, the said Grantee, its successors and assigns forever, to it and their own proper use and behoof,

AND ALSO, it, the said Grantor, does for itself and its successors and assigns, covenant with the said Grantee, its successors and assigns, that at and until the encasing of these presents, it is well seized of the Premises, as a good indefeasible estate in FEE SIMPLE; and has good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as set forth in said Schedule A.

AND FURTHERMORE, it, the said Grantor, does by these presents bind itself and its successors and assigns forever to WARRANT AND DEFEND the above granted and bargained Premises to it, the said Grantee, its successors and assigns, against all claims and demands whatsoever, except as set forth in said Schedule A.

"No Conveyance Tax collected

Anthony Brown

ST-0-

Town Clerk of Middletown"

80093.142-R



VOL 1004 PAGE 232

BOOKED BY A

PROPERTY DESCRIPTION

A certain piece or parcel of land, containing 8.14 acres, together with all buildings and improvements now or hereafter placed thereon, situated on the northerly side of Daniels Street and the easterly side of Laurel Grove Road, in the Town of Middletown, County of Middlesex and State of Connecticut, shown on a map entitled, "LAND TO BE CONVEYED TO HILL DEVELOPMENT CORP. FROM WESLEYAN UNIVERSITY MIDDLETOWN, CONN. SCALE 1" = 40' 4/2/70 SHEET NO. 1 OF 1 FREDERICK A. RADCLIFFE CONSULTING CIVIL ENGINEER ESSEX INDUSTRIAL PARK CENTERBROOK, CONN.", which map is on file in the Middletown Town Clerk's Office as Map No. 3166 and to which map reference is hereby made and may be had for a more particular description of said premises, bounded and described as follows, to wit:

Beginning at a point in the northerly line of Daniels Street, which point marks the southeasterly corner of the herein described premises and the southwesterly corner of land now or formerly of Duncan Ferguson and Jennie M. Ferguson and which point is marked by an iron pipe; thence running N 40° 42' 52" E along the westerly line of land now or formerly of Duncan Ferguson and Jennie M. Ferguson, 578.38 feet to a point in the southerly line of land now or formerly of State of Connecticut, which point marks the northwesterly corner of land now or formerly of Duncan Ferguson and Jennie M. Ferguson and the northeasterly corner of the herein described premises and which point is marked by an iron pipe; thence running northerly along the southerly line of land now or formerly of State of Connecticut the following courses and distances: (1) N 84° 45' 29" E, 236.01 feet and (2) N 85° 31' 46" W, 104.66 feet to a point in the easterly line of Laurel Grove Road, which point marks the northwesterly corner of the herein described premises and is marked with a hub with a tack; thence running S 6° 40' 00" W along the easterly line of Laurel Grove Road, 969.70 feet to a point; thence running S 35° 46' 52" E, 14.21 feet to a point; thence running along the northerly line of Daniels Street the following courses and distances: (1) S 81° 27' 01" E, 25.24 feet to a point, (2) S 84° 32' 25" E, 200.81 feet to a point and (3) S 86° 45' 57" E, 115.25 feet to the point or place of beginning.

Being the same premises described in a Warranty Deed from Wesleyan University of Middletown, Connecticut to Hill Development Corporation dated April 16, 1970 and recorded in the Middletown Land Records in Volume 359 at Page 1, 1970. Premises are subject to a Declaration of Covenants and Restrictions made by Hill Development Corporation dated August 21, 1969 and recorded in the Middletown Land Records in Volume 363 Page 583 and Supplemental Declaration of Covenants and Restrictions by Hill Development Corporation dated April 17, 1980 and recorded in Volume 477 at Page 129 of the Middletown Land Records.

Middletown, Connecticut

CERC Town Profile 2019 *Produced by Connecticut Data Collaborative*

Town Hall
P.O. Box 1300
Middletown, CT 06457
(860) 344-3401

Belongs To
Middlesex County
LMA Hartford
Lower CT River Valley Planning Area



Incorporated in 1653

Demographics

Population				Race/Ethnicity (2013-2017)										
	Town	County	State		Town	County	State							
2000	43,167	155,071	3,405,565	White Non-Hisp	32,486	138,523	2,446,049							
2010	47,648	165,676	3,574,097	Black Non-Hisp	6,064	8,046	350,820							
2013-2017	46,747	164,110	3,594,478	Asian Non-Hisp	2,639	4,780	154,910							
2020	49,855	170,518	3,604,591	Native American Non-Hisp	12	156	5,201							
'17 - '20 Growth / Yr	2.1%	1.3%	0.1%	Other/Multi-Race Non-Hisp	1,231	2,993	84,917							
				Hispanic or Latino	4,315	9,612	551,916							
	Town	County	State	Poverty Rate (2013-2017)										
Land Area (sq. miles)	41	369	4,842		Town	County	State							
Pop./Sq. Mile (2013-2017)	1,140	444	742		11.3%	7.2%	10.1%							
Median Age (2013-2017)	37	45	41	Educational Attainment (2013-2017)										
Households (2013-2017)	19,187	66,599	1,361,755		Town	County	State							
Med. HH Inc. (2013-2017)	\$63,914	\$81,673	\$73,781	High School Graduate	9,360	30%	673,582	27%						
				Associates Degree	2,515	8%	188,481	8%						
	Town	State	Veterans (2013-2017)											
	2,483	180,111												
Age Distribution (2013-2017)														
	0-4		5-14		15-24		25-44		45-64		65+		Total	
Town	2,581	6%	4,036	9%	8,430	18%	13,012	28%	11,938	26%	6,750	14%	46,747	100%
County	7,042	4%	17,570	11%	20,717	13%	36,566	22%	52,019	32%	30,196	18%	164,110	100%
State	186,188	5%	432,367	12%	495,626	14%	872,640	24%	1,031,900	29%	575,757	16%	3,594,478	100%

Economics

Business Profile (2018)			Top Five Grand List (2018)	
Sector	Units	Employment		Amount
Total - All Industries	1,360	27,576	Eversource (FKA CL&P)	\$153,182,470
23 - Construction	103	710	Aetna Life (Including lessors)	\$92,236,640
31-33 - Manufacturing	61	4,615	Kleen Energy Systems LLC	\$63,984,690
44-45 - Retail Trade	126	1,779	United Technologies	\$51,197,230
62 - Health Care and Social Assistance	171	6,483	Middletown Power LLC	\$44,450,060
72 - Accommodation and Food Services	116	1,579	Net Grand List (SFY 2016-2017)	\$3,328,681,459
Total Government	51	4,589	Major Employers (2018)	
			Pratt & Whitney	FedEx Ground
			Middlesex Health	Connecticut Valley Hospital
			Community Health Center	

Education

2018-2019 School Year			Smarter Balanced Test Percent Above Goal (2017-2018)						
	Grades	Enrollment	Grade 3		Grade 4		Grade 8		
			Town	State	Town	State	Town	State	
Middletown School District	PK-12	4640	Math	47.3%	53.8%	45.8%	51.3%	25.5%	43.0%
			ELA	50.7%	53.1%	47.0%	54.9%	38.3%	56.1%
Pre-K Enrollment (PSIS)			Rate of Chronic Absenteeism (2017-2018)						
Middletown School District		2018-2019	All						
		117	Connecticut						
			10.7%						
			Middletown School District						
			9.7%						
4-Year Cohort Graduation Rate (2017-2018)			Public vs Private Enrollment (2013-2017)						
	All	Female	Male	Town			County		
Connecticut	88.3%	91.8%	85.1%	Public			State		
Middletown School District	90.3%	95.5%	85.6%	84.0%			87.0%		
				16.0%			13.0%		
				86.8%			13.2%		

Property Location: 432 LAUREL GROVE RD Vision ID 718		Account # R05185		Map ID 161/01281/		Bldg # 1		Bldg Name Sec # 1 of 1		Card # 1 of 1		State Use 200 Print Date 5/22/2020 2:22:02 PM			
CURRENT OWNER MIDDLESEX POOL & TENNIS CLUB I PO BOX 575 MIDDLETOWN CT 06457		TOPO 1 Level 2 Public Water 3 Public Sewer		UTILITIES 1 Paved 1 Light 1st		LOCATION COM LAND COM OUTBL		CURRENT ASSESSMENT Code 2-1 Assessed 113,470 Code 2-5 Assessed 40,140		6083 MIDDLETOWN, CT		VISION			
RECORD OF OWNERSHIP MIDDLESEX POOL & TENNIS CLUB INC		SALE DATE 1004 0230 03-11-1993		U		VC 0 29		SALE PRICE		PREVIOUS ASSESSMENTS (HISTORY) Year Code Assessed Year Code Assessed V Year Code Assessed 2019 2-1 79,430 2019 2-1 79,430 2018 2-1 79,430 2020 2-2 10,230 2020 2-2 10,230 2019 2-2 42,930 2021 2-5 33,220 2021 2-5 33,220 2018 2-5 77,220		Total 122,880 Total 122,880 Total 136,140		Total 153,610	
EXEMPTIONS		OTHER ASSESSMENTS		COMM INT											
Year Code Description Amount		Code Description Number Amount		Comm Int											
Nbhd 0001		Nbhd Name B		Tracing		Batch									
NOTES MIDDLESEX POOL & TENNIS CLUB RESKETCHED 2013 & PICKED UP IMPROVEMENTS FUNC=USE/SEASONAL 10/1/19 REVALUE OUTBUILDINGS WHICH WERE NOT RECALCULATING PROPERLY. ISSUED FIXED PERMIT RECORD															
BUILDING PERMIT RECORD		LAND LINE VALUATION SECTION													
Permit ID	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpose/Result	
202074672	01-24-2020	DE		20,000		100	10-01-2020	DEMO STRUCTURE REINFORCE FRAME REPL ROOF(CLUBH	02-19-2020	RP			100	Measured and Listed	
6801	06-09-2011	BP	Permit	1,000		100									
3508	10-17-2008	BP	Permit	7,000		100									
B Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value	
1 200	Commercial Vac	PRD	Primary	2.000 AC	200,000	1.00000	C	0.50	3050	0.500	DEED RESTRICTION USE	1.0000	50,000	100,000	
1 200	Commercial Vac	PRD	Undevelop	4.310 AC	12,500	1.00000	0	0.50	3050	0.500		1.0000	3,125	13,470	
Total Card Land Units		6.310 AC		Parcel Total Land Area		6.3100		Total Appraised Parcel Value		153,610		Total Land Value		113,470	

Extra Features	Legend
No Data for Extra Features	

Land

Land Use		Land Line Valuation	
Use Code	200	Size (Acres)	6.31
Description	Commercial Vacant	Assessed Value	\$79,430
Zone	PRD-1	Appraised Value	\$113,470
Neighborhood	3050		
Alt Land Appr	No		
Category			

Outbuildings

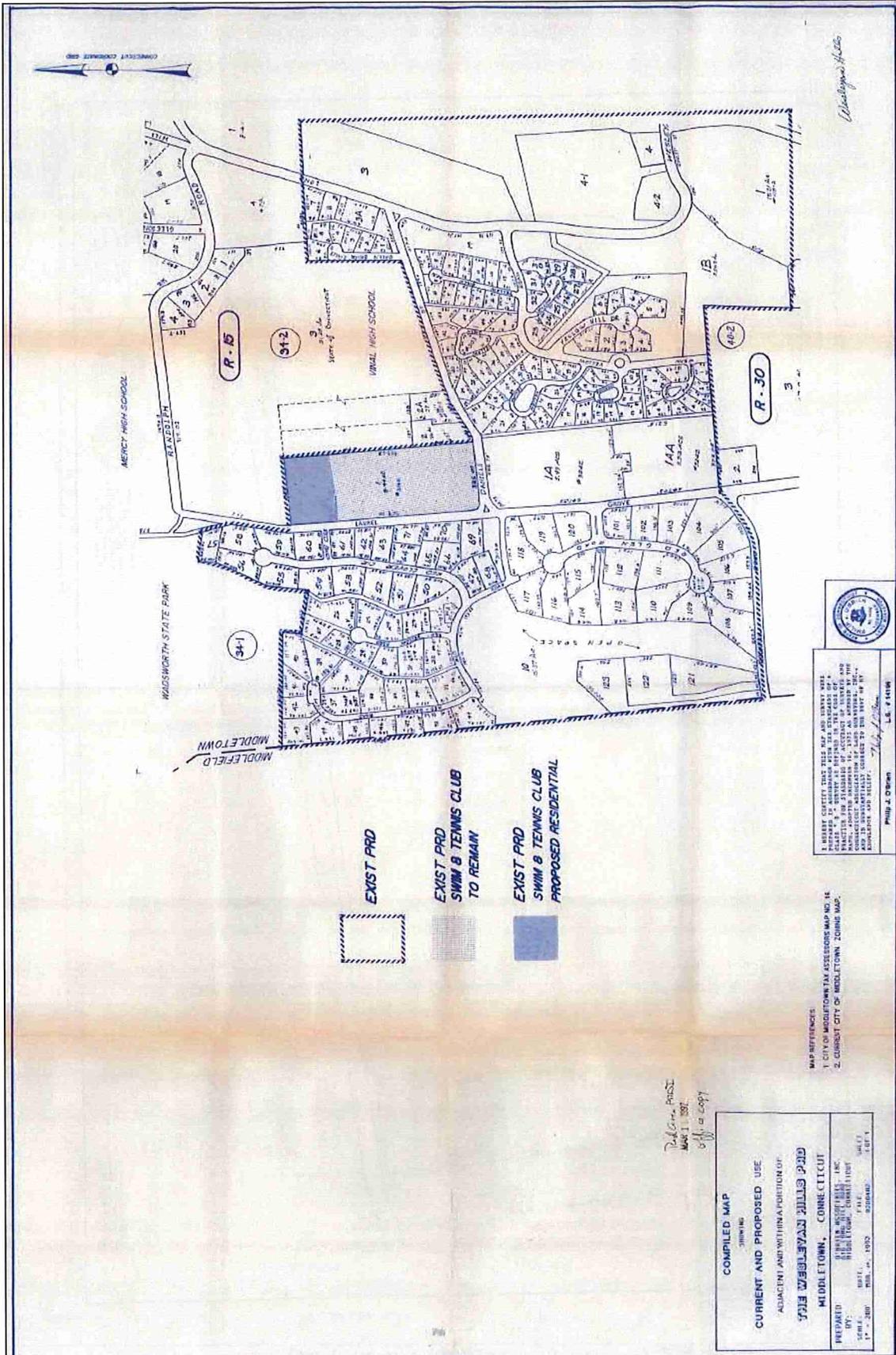
Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SPL2	Inground Pool - Custom	LH	Unheated	3591.00 UNITS	\$24,240	1
SHD1	Shed	FR	Frame	352.00 UNITS	\$2,380	1
PAV1	Paving	AS	Asphalt	36800.00 UNITS	\$8,280	1
LT1	Lights-In W/Pt			5.00 UNITS	\$240	1
FND	Foundation			1.00 UNITS	\$5,000	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2019	\$62,050	\$113,470	\$175,520
2018	\$81,020	\$113,470	\$194,490
2017	\$144,250	\$113,470	\$257,760

Assessment			
Valuation Year	Improvements	Land	Total
2019	\$43,450	\$79,430	\$122,880
2018	\$56,710	\$79,430	\$136,140
2017	\$56,710	\$79,430	\$136,140

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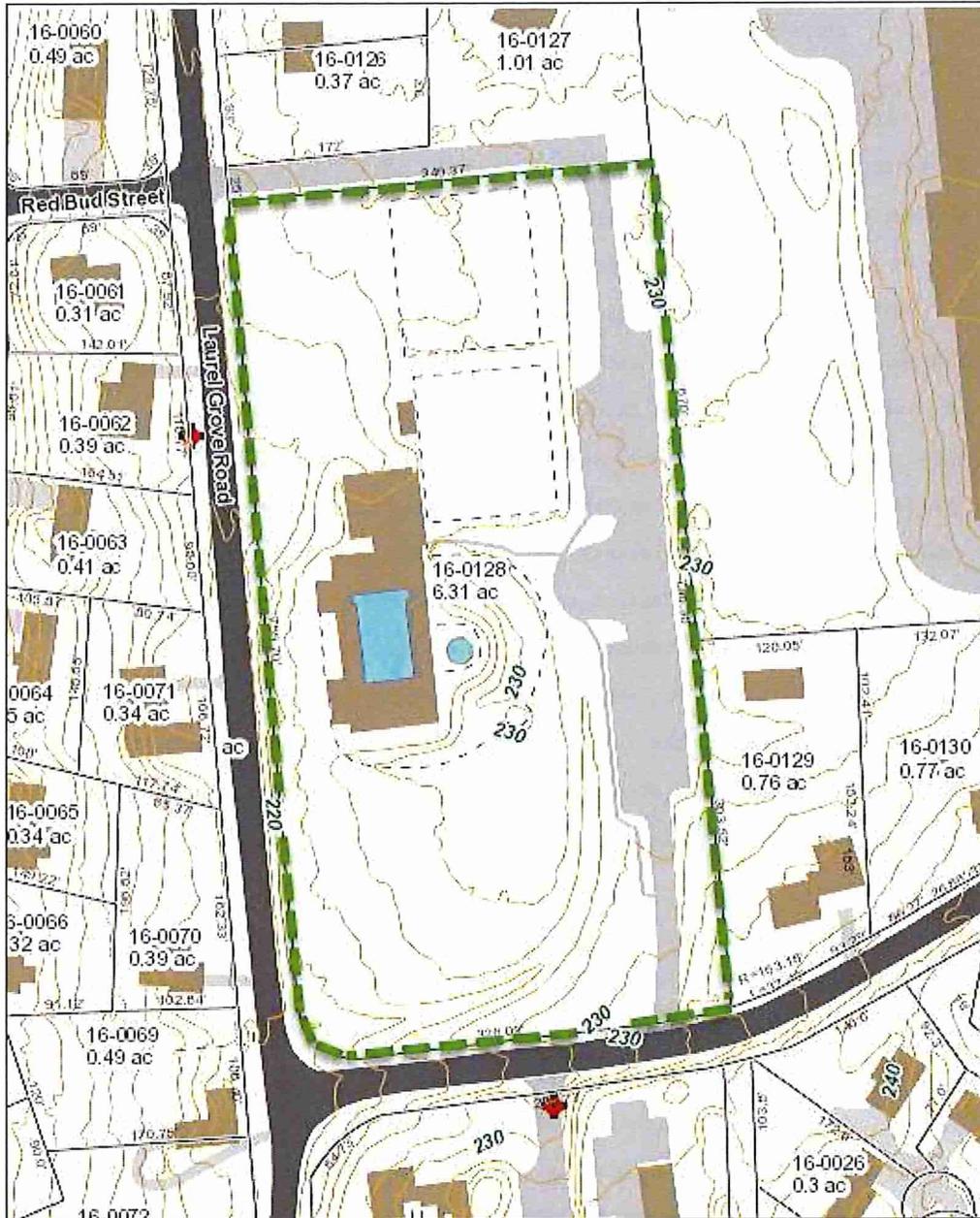
I HEREBY CERTIFY THAT THIS MAP AND SURVEY WERE PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF A REGISTERED PROFESSIONAL SURVEYOR AND THAT I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF CONNECTICUT. I AM NOT PROVIDING ANY CONSULTING SERVICES TO ANY PARTY OTHER THAN THE CLIENT AND I AM NOT PROVIDING ANY OTHER SERVICES TO ANY PARTY OTHER THAN THE CLIENT.

Philip A. O'Brien
L.L.P.

MAP REFERENCES:
 1. CITY OF MIDDLETOWN TAX ASSESSORS MAP NO. 14
 2. CITY OF MIDDLETOWN ZONING MAP

COMPILED MAP	
CURRENT AND PROPOSED USE	
ADJACENT AND WITHIN A PORTION OF	
THE WESLEYAN HILLS 2020	
MIDDLETOWN, CONNECTICUT	
PREPARED BY:	PHILIP A. O'BRIEN, L.L.P.
DATE:	8/18/2020
SCALE:	AS SHOWN

On-line GIS Map of Subject Site



Owners of property in the community, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated as a Nonstock Corporation under the laws of Connecticut, Westlake Association, Inc., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Developer declares that the real property described in said Schedule A and such additional real property as may be added thereto pursuant to the terms hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, conditions, easements, assessments, charges and liens (hereinafter called, collectively, "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

1.1. The following words and terms when used in this Declaration or any Supplementary Declaration shall have the following meanings:

<u>ASSOCIATION.</u>	Westlake Association, Inc., its successors and assigns.
<u>DIRECTORS.</u>	The Board of Directors of the Association.
<u>THE PROPERTIES.</u>	All the real property at any time subject to this Declaration or any Supplementary Declaration made pursuant hereto.
<u>DEVELOPER.</u>	George J. Achenbach, his heirs, successors and assigns, if such heirs, successors and assigns should acquire more than one undeveloped Lot from Developer for the purpose of development.
<u>COMMON LAND.</u>	Land devoted to the social welfare, use and enjoyment of Owners and Tenants of

by one or more deeds and designated "Residential Cluster No. _____ Reserved Area" in such deed or deeds.

The term "Residential Cluster No. _____ Reserved Area" shall not extend to or include any land designated as such on any map, whether or not recorded or filed, until actually conveyed to a Cluster Association or to any land actually so conveyed unless the same is specifically designated "Residential Cluster No. _____ Reserved Area" in the deed of conveyance.

LOT.

Any Lot shown on any recorded subdivision map of The Properties except Common Land and Residential Cluster Reserved Areas.

LIVING UNIT.

Any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence, including rental apartments, cooperative apartments, and condominium units.

OWNER.

The record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot or Living Unit within The Properties. A Tenant, as hereinafter defined, shall not be deemed an Owner, as herein defined.

No mortgagee shall be deemed an Owner until such mortgagee has acquired fee title to a Lot or Living Unit pursuant to a foreclosure or proceeding in lieu thereof.

development heretofore approved by said FHA and/or VA.

2.3. Any such Supplementary Declaration of Covenants and Restrictions may contain such additions to or modifications of the Covenants and Restrictions set forth in this Declaration as may be deemed by Developer advisable to reflect the different character of the added lands or the improvements thereon, provided:

(a) such additions and modifications shall apply prospectively to said added lands or the improvements thereon;

(b) any land to which the Covenants and Restrictions shall be extended and the Owners thereof shall become subject to assessments and charges to at least the same amounts as those applicable to the Existing Property and the Owners thereof;

(c) no such Supplementary Declaration shall revoke, alter or amend the Covenants and Restrictions set forth in this Declaration with respect to the Existing Property or revoke, alter or amend the Covenants and Restrictions set forth in any previously recorded Supplementary Declaration with respect to the lands made subject thereto.

2.4. The Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting called for this purpose, written notice of which shall be mailed to all Members at least ninety (90) days in advance of any action taken and shall set forth the purpose of the meeting.

2.5. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights

merely as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separate from ownership of a Lot or a Living Unit which is subject to assessment.

3.2. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all those Owners as defined in paragraph 3.1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot and/or Living Unit in which they hold the interests required for membership by paragraph 3.1. When more than one person holds such interest or interests in any Lot or Living Unit, all such persons shall be members, shall have the right to attend all meetings of the Association, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

(b) Class B. Class B members shall be the Developer. The Class B member shall be entitled to three votes for each Lot and/or Living Unit in which he holds the interest required for membership by paragraph 3.1, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

or

(2) July 1, 1978.

(c) Provided, however, that the vote of any Owner or Owners of Living Units, other than condominium units, shall not be entitled to a weight greater than forty-nine (49%) per cent of the total vote expressed on any issue on which the Association votes.

3.3. For purposes of determining the votes allowed under this Article

is made and shall also be the personal obligation of the Owner of such property at the time the payment thereof shall become due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.3. All assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Land and of the dwelling units situated upon The Properties, including, but not limited to, the payment of taxes and insurance on Association owned property and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

4.4. Until January 1 of the year immediately following the conveyance of the first Lot or Living Unit to an Owner, the maximum annual assessment shall be Forty (\$40.00) Dollars per Lot or Living Unit.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot or Living Unit to an Owner, the maximum annual assessment may be increased each year not more than five (5%) per cent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or Living Unit to an Owner, the maximum annual assessment may be increased above five (5%) per cent by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance of any action taken and shall set forth the purpose of the meeting.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4.8. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot and/or Living Unit for each assessment period at least thirty (30) days in advance of each annual assessment period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(No paragraph)

INSERT -

Written notice of the assessment shall thereupon be sent to every Owner subject thereto. / The due dates shall be established by the Board of Directors of the Association.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.9. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns.

4.10. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum permissible FHA interest rate, and the Association may bring any appropriate action or proceeding for the collection thereof against the Owner personally obligated to pay the same or to foreclose the lien against the property, and in either event, the Association shall be entitled to recover all its costs of collection, including a reasonable attorney's fee.

4.11. The lien of the assessments provided for under this Article IV shall be subordinate and second in lien to the lien of any first mortgage

thereto, and to collect and disburse assessments; provided, each such Residential Cluster Reserved Area shall be devoted exclusively to non-commercial uses in furtherance of the Cluster Association.

5.3. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Cluster Association shall automatically be a Member of the Cluster Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Cluster Member. Cluster Membership shall be appurtenant to and may not be separate from ownership of a Lot or a Living Unit which is subject to assessment.

5.4. Each Cluster Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all those Owners as defined in paragraph 5.3 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot and/or Living Unit in which they hold the interests required for membership by paragraph 5.3. When more than one person holds such interest or interests in any Lot or Living Unit, all such persons shall be members, shall have the right to attend all meetings of the Cluster Association, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

(b) Class B. Class B members shall be the Developer. The Class B member shall be entitled to three votes for each Lot and/or Living Unit in which he holds the interest required for membership by paragraph 5.3 provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership

Residential Cluster, hereby covenants and each Owner of any Lot and/or Living Unit shall by the acceptance of a deed thereof, whether or not there shall be a reference to such covenant in the deed or other conveyance to such Owner, be deemed to covenant and agree to pay to the Cluster Association: (1) annual assessments and charges and (2) special assessments for capital improvements to be fixed, established and collected from time to time as hereinafter provided in this Article VI.

6.2. Annual and special assessments made pursuant to this Article VI, together with interest thereon and all costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and a continuing lien upon the property against which such assessment is made and shall also be the personal obligation of the Owner of such property at the time the payment thereof shall become due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

6.3. All assessments levied by the Cluster Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Residential Cluster and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Residential Cluster Reserved Areas and of the dwelling units situated within the Residential Cluster, including, but not limited to, the payment of taxes and insurance on Cluster Association owned property and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

6.4. Until January 1 of the year immediately following the conveyance of the first Lot or Living Unit to an Owner, the maximum annual assessment shall be Forty (\$40.00) Dollars per Lot or Living Unit.

hereof, the presence at the meeting of Cluster Members, or of proxies, entitled to cast sixty (60%) per cent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in paragraphs 6.4 and 6.5 hereof, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.7. The annual assessments provided for herein shall commence as to all Lots and Living Units on the first day of the month following the conveyance of the Residential Cluster Reserved Areas to the Cluster Association. The first annual assessment shall be adjusted according to the number of the months remaining in the calendar year.

6.8: The Board of Directors of the Cluster Association shall fix the amount of the annual assessment against each Lot or Living Unit for each assessment period at least thirty (30) days in advance of each annual assessment period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Cluster Association and shall be open to inspection by any Owner.

(No paragraph)

INSERT -

Written notice of the assessment shall thereupon be sent to every Owner subject thereto. / The due dates shall be established by the Board of Directors of the Cluster Association.

The Cluster Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Cluster Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

6.9. If the assessments are not paid on the date when due then such assessment shall become delinquent and shall, together with such

Reserved Areas; and (c) all properties exempt from taxation by the laws of the State of Connecticut, upon the terms and to the extent of such exemption.

No para-
graph)
INSERT -

in this paragraph 6.12
Notwithstanding any provision ~~therein~~/no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

6.13. The Developer hereby covenants that, in the event he conveys any Lot or Living Unit shown as being located within a Residential Cluster, he shall first cause a Cluster Association to be incorporated for the area encompassed by said Residential Cluster.

ARTICLE VII

RIGHTS IN COMMON LAND AND RESIDENTIAL CLUSTER RESERVED AREAS

7.1. Every Member shall have a right and easement of enjoyment in and to the Common Land and every Cluster Member of each Cluster Association shall have a like easement in respect of the Residential Cluster Reserved Areas within the Residential Cluster in which he owns a Lot or Living Unit ~~and easement~~, which easements shall be appurtenant to and shall pass with the title to every Lot and Living Unit.

INSERT -

(See attached sheet)
~~Each Member and Cluster Member shall have the right to delegate such rights of enjoyment to his guests, Tenants and to persons residing with him within The Properties.~~

INSERT -

, privileges
7.2. The rights/and easements of enjoyment in the Common Land created hereby shall be subject to:

(a) the right of the Association, in accordance with its Certificate of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Land and in aid thereof to mortgage said properties;

INSERT -

(b) the right of the Board of Directors, as hereinbefore provided, to (and the privilege of each Resident claiming through such Member) suspend such enjoyment rights of any Member/for any period during which any assessment for which such Member is liable remains delinquent, for

of improving its Residential Cluster Reserved Areas and in aid thereof to mortgage said property;

INSERT - (b) the right of the Cluster Board of Directors of each Cluster Association, as hereinabove provided, to suspend such enjoyment rights (and the privilege of each Resident claiming through such Cluster Member) of any Cluster Member/ for any period during which any assessment for which such Cluster Member is liable remains delinquent, for any period during which there exists a violation of this Declaration by the Cluster or Resident claiming through such Cluster Member
INSERT - Member/ as determined by the Cluster Board of Directors, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations relating to the use of its Residential Cluster Reserved Areas and the facilities thereon by the Cluster Member, his or Resident claiming through such Cluster Member;
INSERT - guests / ~~Resident claiming through such Cluster Member, his or Resident claiming through such Cluster Member, and~~

(c) the right of each Cluster Association to dedicate or transfer all or any part of its Residential Cluster Reserved Areas to the State of Connecticut, City of Middletown, or any subdivision of either, the Federal Government or any agency or instrumentality thereof, or to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by its Cluster Members, provided that no such dedication or transfer, determination as to purpose or as to conditions thereof, shall be effective unless an instrument signed by Cluster Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to all of its Cluster Members at least ninety (90) days in advance of any action taken.

(d) the right of each Cluster Association to charge reasonable admission and other fees for the use of any recreational facility situated upon its Residential Cluster Reserved Areas.

ARTICLE IX

ARCHITECTURAL CONTROL
COVENANTS FOR MAINTENANCE

9.1. No structure or other improvement of any kind or description, the placement of which upon any Lot, Common Land, Residential Cluster Reserved Area, or any other portion of The Properties (for the purposes of Articles IX and X herein, hereinafter called, collectively, "Lot" or "Lots") may affect the appearance of such Lot, including by way of illustration and not limitation, any building (including accessory buildings) trailer, tennis court, fence, hedge, windbreak, swimming pool, statuary, garage, porch, shed, greenhouse or bathhouse, covered or uncovered patio, clothesline, (hereinafter referred to as "Structure" or "Structures") shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof (including any alteration in the exterior color thereof), nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Committee, but in any event shall include (i) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side set-backs and free spaces, if any are proposed) of all Structures, the location thereof with reference to Structures on adjoining portions of The Properties, and the number and location of all

was based. In any such case the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

9.3. Upon approval by the Committee of any plans and specifications submitted hereunder, copy of such plans and specifications, as approved, shall be deposited for permanent record with the Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

9.4. The Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided, (i) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained

lien enforceable in the same manner as assessments levied hereunder upon the Lot in question.

9.6. Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Committee, the Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such Structure and the Lot on which such Structure is placed, and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies therewith. Preparation and recording of such certificate shall be at the expense of such Owner. Any certificate of compliance issued in accordance with the provisions of this paragraph 9.6 shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot, and the use or uses described therein comply with all the requirements of this Article IX, and with all other requirements of this Declaration as to which the Committee exercises any discretionary or interpretive powers.

9.7. The Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this Article IX, payable at the time such plans and specifications are so submitted, provided, that such fee shall not exceed fifty (50%) per cent of the amount chargeable by the appropriate governmental authority for the application for and processing of building permits for structures on the Lot with regard to which such plans and specifications are submitted.

9.8. Any agent of the Association or the Committee may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such

interest thereon to the date of payment at the maximum permissible FHA interest rate, which costs and interest thereon and all costs of collection thereof, including a reasonable attorney's fee, shall be the personal obligation of the Owner and a charge and continuing lien upon all the Lots and Living Units of the Owner and shall be enforceable in the same manner as assessments levied hereunder.

9.14. The decision of the Committee as to whether the exterior of any structure located on any Lot has been maintained in good repair and appearance and whether the grounds of any Lot have been maintained in a neat and attractive manner shall be final and conclusive.

9.15. Lots may be subdivided only with the prior written approval of the Committee.

9.16. Structures located on a Lot may be moved to another location on the same Lot only with the prior written consent of the Committee.

9.17. The consent or approval of the Committee to any matter requiring Committee consent or approval may be proved conclusively by a certificate signed by any member of the Committee.

9.18. Each Cluster Association shall keep all Residential Cluster Reserved Areas owned by it and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If in the opinion of the Committee, any Cluster Association fails to perform the duties imposed by the preceding sentence, the Committee, after fifteen (15) days written notice to the Cluster Association to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Residential

(e) No building material of any kind or character shall be placed upon any Lot except in connection with construction approved by the Committee as hereinbefore provided;

(f) Clothes lines and drying racks shall be screened or so located as not to be visible from any point on adjacent Lots;

(g) Boats, boat trailers, camping trailers, camping vehicles and the like kept on any Lot shall be kept entirely inside a garage or screened so as not to be visible from any point on adjacent Lots; and

(h) There shall not be installed, kept or maintained on any Lot or Living Unit an antenna or aerial of any kind or description which is visible from any point on an adjacent Lot, provided, however, Developer shall have the right to erect master antenna towers or aerials;

(i) No sign of any kind shall be displayed on any Lot or structure or from the windows of any structure, except one (1) painted sign not more than two hundred (200) square inches in size setting forth only the name and the profession, if any, of the Owner or Tenant at the time residing thereon and except for signs erected by Developer in connection with the construction, lease or sale of buildings and Lots or other parcels of The Properties;

(j) No excavation shall be made on any Lot, the Common Land, or any Residential Cluster Reserved Area except in connection with construction or grading approved by the Committee;

(k) Telephone and power lines and other utilities shall be connected to structures located on The Properties only by underground conduit;

(l) No unregistered or inoperable motor vehicle shall be moved onto or kept on any Lot in such manner as to be visible from any point on an adjacent Lot or the street;

(m) No motor vehicle or trailer of any kind shall be disassembled, serviced or repaired on any Lot in such manner as to be visible from any

11.3. Developer, his agents, heirs, successors and assigns, shall have the right to enter upon The Properties for any of the purposes for which said easements and rights of way are reserved, provided, however, that such entry shall not unreasonably interfere with the quiet enjoyment thereof by the Owners, occupants or users thereof.

*INSERT -

11.4 (See bottom of this page)

ARTICLE XII

AMENDMENTS

12.1. The Covenants and Restrictions set forth herein or in any declaration supplementary hereto may be amended at any time during the first twenty (20) years following the recording of this Declaration in the Middletown Land Records by a vote of nine-tenths (9/10) of the votes of the Members who are voting in person or by proxy, and thereafter by a vote of three-fourths (3/4) of the votes of the Members who are voting in person or by proxy, provided:

(a) No such amendment shall be effective unless written notice of the proposal thereof shall be sent to every Member of the Association at least ninety (90) days in advance of the meeting at which the same is considered;

INSERT -

(b) No such amendment shall effect paragraphs 4.11 and 6.11 herein; and
(c) ~~(b)~~ An instrument setting forth such amendment and signed by the Secretary of the Association in the same manner required for the conveyance of real property is recorded in the land records of each town or city in which this Declaration is recorded.

ARTICLE XIII

MISCELLANEOUS

13.1. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, which shall be deemed the agent for all its members for such purpose, by the Cluster Associations, which shall

*INSERT -

11.4. Notwithstanding any provision in this Article XI, none of the rights herein reserved shall be exercised without the prior written consent of all bona fide lending institutions holding mortgages on premises to be affected by said rights, which consent shall not be unreasonably withheld.

be deemed guilty of any manner of trespass for such entry, abatement or removal. Nothing herein contained shall be deemed to affect or limit the rights of the Owners of Lots or Living Units within The Properties to enforce the Covenants and Restrictions by appropriate judicial proceedings.

13.4. The failure of the Association, the Cluster Associations, the Committee or the Owner of any Lot or Living Unit included in The Properties, their respective legal representatives, heirs, successors and assigns, to enforce any Covenant or Restriction herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto.

13.5. No Covenant or Restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

13.6. The determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

13.7. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

13.8. Any party to a proceeding who succeeds in enforcing a Covenant or Restriction or enjoining the violation of a Covenant or Restriction against an Owner of a Lot or Living Unit may be awarded a reasonable attorney's fee against such Owner.

13.9. The Committee where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and

himself, his heirs, successors and assigns, to observe, perform and be bound by these Covenants and Restrictions and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.

13.12. These Covenants and Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules, or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, deeds, leases or these Covenants and Restrictions shall be taken to govern and control.

ARTICLE XIV

TITLE HEADINGS

14.1. The title headings as to the contents of particular Articles are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, a part of this Declaration nor in any way define, limit or describe the scope or intent of the particular section or clause to which they refer.