2019

Appendices to the Housing Element & Fair Share Plan

Adopted by the Planning Board January 23, 2020

Endorsed by the Township Council February 4, 2020

Hamilton Township, Mercer County, New Jersey

Prepared by:

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FAIR SHARE
HOUSING CENTER

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December 19, 2016

Gerald J. Muller, Esq.
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One Palmer Square, Suite 540
Princeton, NJ 08542

Re: In the Matter of the Township of Hamilton, County of Mercer, Docket No. MER-L-1573-15

Dear Mr. Muller:

This letter memorializes the terms of an agreement reached between the Township of Hamilton (the Township or "Hamilton"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015)(Mount Laurel IV) and, through this settlement, a defendant in this proceeding.

Background

Hamilton filed the above-captioned matter on July 8, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. FSHC and the Township appeared before the Hon. Mary C. Jacobson, A.J.S.C. in several case management conferences and mediated the matter with the facilitation of Special Master Elizabeth C. McKenzie, PP, AICP. Through that process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of the Housing Element and Fair Share Plan ("the Plan") that is consistent with the compliance summary prepared by the Township, Exh. A, and all other terms of this Agreement, and the implementation of the Plan and this agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).

2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.

3. FSHC and Hamilton hereby agree that Hamilton's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report[1])	310
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	705
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this settlement agreement)	521

4. The Township's efforts to meet its present need include the following: The Township will continue to conduct an "in-house" rehabilitation program using funds from the CDBG, and other programs, as may be necessary. This is sufficient to satisfy the Township's present need obligation of 310 units.

5. As noted above, the Township has a Prior Round prospective need of 705 units, which is met through the following compliance mechanisms:

   See Exhibit A.

6. The Township has implemented or will implement the following mechanisms to address its Third Round prospective need of 521 units:

   See Exhibit A.

   In accordance with paragraph 10(b) of this Agreement, at least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households. As reflected in Exhibit A, the parties currently estimate that the Township is 46 units short of the required number of very-low-income and low-income units. At the time of execution of this Agreement, the Township is still researching the exact income breakdown of the units for which controls have been or will be extended at the Society Hill development. The Township agrees to implement a program of rentals for low-income people, some of which shall be family rentals, through the purchase and deed restriction of existing units in the municipality in partnership with a qualified non-profit, special needs housing, or other suitable mechanisms, subject to the approval of FSHC and the Special Master and consistent with all other terms of this Agreement, to address the 46 unit shortfall of low-income units, which number may be revised upwards or downwards within 90 days of the Court's approval of this Agreement if necessary to ensure the required low-income/moderate-income split after further review by the parties and Special Master of the extensions of controls documentation at Society Hill. Further detail on this program is provided as part of Exhibit B.

   Subject to all relevant notice and public hearing provisions of the New Jersey Municipal Land Use Law, within 90 days of the court's entry of an Order approving the fairness of this settlement, the Township will adopt an ordinance requiring a mandatory affordable housing set aside as follows: A mandatory set-aside requirement of 20% shall be imposed

[1] David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, July 2015.

on any multi-family residential development created through any Township or Board action involving a rezoning, use variance, density variance, redevelopment plan or rehabilitation plan permitting redevelopment, which density is at or above six (6) units per acre and results in the construction or creation of five or more dwelling units. This requirement does not give any developer the right to any such rezoning, variance or other relief or establish any obligation on the part of Hamilton Township to grant such rezoning, variance or other relief. A property shall not be permitted to be subdivided so as to avoid meeting this requirement.

7. The Township intends to provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on sites referenced in Exhibit A. All such sites, with one exception, have received, at a minimum, preliminary site plan approval for the development of inclusionary housing. As such, no zoning changes are necessary. The Mill One project has not received site plan approval; however, a redevelopment plan was previously adopted that provides for the inclusionary housing identified herein.

8. The Township will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning in the following ways:

   See Exhibit B.

   In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township meets this obligation through its available of the funds in the Affordable Housing Trust Fund that are necessary to implement the compliance mechanisms referenced herein. There is currently approximately $4 million in the Affordable Housing Trust Fund; this amount exceeds that which is necessary to implement the compliance mechanisms referenced herein. Furthermore, the Township commits to seek approval of a Spending Plan pursuant to paragraph 16 herein and to adopt a Resolution of Intent to fund as part of its Fair Share Plan.

   In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township meets those obligations as described in Exhibit B.

9. The Township agrees to require 13% of all units referenced in this plan, with the exception of units constructed as of July 1, 2008, and units subject to preliminary or final site plan approval, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements as follows:

. **See Exhibit C.** In addition, 13 percent of all new rental affordable units developed through the town-wide ordinance referenced in paragraph 6 will be very-low-income.

10. The Township shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:

    a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d)

    b. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.

    c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.

    d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.

    e. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.

11. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Supportive Housing Association and the Trenton Branch of the NAACP, and shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

12. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied.

13. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.

14. As an essential term of this settlement, within ninety (90) days of Court's approval of this Settlement Agreement, the Township shall introduce and adopt a final Housing Element and Fair Share Plan implementing the terms of this Agreement and an ordinance providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this settlement agreement and the town-wide set-aside ordinance contemplated in paragraph 6 herein.

15. The parties agree that if a decision of a court of competent jurisdiction in Mercer County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation established in this agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to implement the fair share plan attached hereto, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's/Borough's obligation below that established in this agreement does not provide a basis for seeking leave to amend this agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law. Furthermore, nothing in this Agreement shall prejudice or limit Hamilton's right to seek credit in the future for units/credits not specifically addressed or identified herein, so long as said credits meet all applicable legal standards and are approved by the court or an administrative agency responsible for implementing the Fair Housing Act with the requisite authority, with FSHC reserving its right to take any position it wishes as to the validity of said credits.

16. The Township will prepare a revised spending plan within 90 days of the Court's approval of this Settlement Agreement for submission to the Court for review and approval. The Township reserves the right to request the Court's approval that the expenditures of funds under the revised spending plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, and FSHC reserves the right to respond to such request and comment on the revised spending plan. The parties agree that any funds deemed "committed" by the Court shall have the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council

on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

17. On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.

18. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this agreement. The Township agrees to comply with those provisions as follows:
    a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
    b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this agreement, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

19. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.

20. This settlement agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees not to challenge the attached summary of credits (Exh. A) at the fairness hearing. FSHC contends that the municipality should receive the "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA" in accordance with the Supreme Court's decision in In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 36 (2015) through July 2025.

The Township contends that it is entitled to a Judgment of Compliance and Repose through July 2025. Both parties agree to let the trial judge make a final determination as to the form of judgment entered at the fairness hearing and not appeal any such determination. If the settlement agreement is rejected by the Court at a fairness hearing it shall be null and void.

21. Hamilton agrees to pay $4,000 to FSHC within 10 days after the approval of this Agreement by the Court at a Fairness Hearing.

22. If an appeal is filed of the Court's approval or rejection of the Settlement Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful at which point, the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.

23. This settlement agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Mercer County.

24. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

25. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

26. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

27. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

28. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

29. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.

30. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or

in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

31. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

32. No member, official or employee of the Township shall have any direct or indirect interest in this Settlement Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

33. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

34. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) such notices shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:

Kevin D. Walsh, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: kevinwalsh@fairsharehousing.org

TO THE TOWNSHIP:

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P.O. Box 00150
Hamilton, NJ 08650-0150
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Telecopier: 609/890-4409
Email: lburbage@hamiltonnj.com

Gerald Muller, Esq.
Miller, Porter, & Muller, P.C.
One Palmer Square, Suite 540
Princeton, NJ 08542
Phone: (609) 921-6077
Telecopier: 609/497-1439
E-mail: gmuller@mpmglaw.com

WITH A COPY TO THE MUNICIPAL CLERK:

Eileen A. Gore, RMC, CMC, MMC

Municipal Clerk
Township of Hamilton
2090 Greenwood Ave.
Room 210
Hamilton, NJ 08609
Phone: (609) 586-0311
Telecopier: (609) 631-8287
E-mail: egore@hamiltonnj.com

Please sign below if these terms are acceptable.

Sincerely,

Adam M. Gordon, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

On behalf of the Township of Hamilton, with the authorization of the governing body:

_____

_____

Dated:_____

Clarke Caton Hintz
Architects
Planners
Landscape Architects

Rehabilitation Obligation

The basis for the Township's rehabilitation obligation is the Settlement Agreement with Fair Share Housing Center. The Agreement provides for a 471 unit rehabilitation component.

Prior Round Obligation

100 Barrack Street
Trenton NJ 08608
clarkecatonhintz.com
Tel 609 883 8383
Fax 609 883 4044

The basis for the Township's Prior Round obligation is the 705 unit new construction component from COAH's Second Round regulations at NJAC 5:93. The Township has fully addressed its 705 unit Prior Round obligation with completed affordable housing units, RCA payments, and bonus credits as shown in the chart below. A narrative of each compliance mechanism follows and for crediting mechanisms, previously unapproved by COAH, documentation has been provided.

Satisfaction of the 705 Unit Prior Round Obligation

Compliance Mechanisms	Prior Round	Bonus Credits	Total Credits
Prior Cycle Credits			
Society Hill I and II	80		80
Credits without Controls	45		45
Mercer ARC – Cedar Lane	6		6
Mercer ARC – Route 156	6		6
Regional Contribution Agreements			
Trenton – First Round	69		69
Trenton – Second Round	239		239
Alternative Living Units			
Enable (Gallavan Way)	4	4	8
Enable (Flock Rd.)	3	3	6
Options (McAdoo Ave.)	4	4	8
Mercer County Veterans Center	5	5	10
Project Freedom	48	48	96
VOCA (Archer Ct.)	3	3	6
Visitation Homes (355 Yardville-Allentown Rd.)	4	4	8
Visitation Homes (405 Yardville- Allentown Rd.)	5	5	10
Visitation Homes (417 Yardville-Allentown Rd.)	4	4	8

Philip Caton, FAICP
John Hatch, FAIA
George Hibbs, AIA
Brian Slaugh, AICP
Michael Sullivan, AICP

Emeriti
John Clarke, FAIA
Carl Hintz, AICP, ASLA

Compliance Mechanisms	Prior Round	Bonus Credits	Total Credits
100% Affordable Housing Developments			
McCorristin Square – Family Units	12	12	24
McCorristin Square – Age-restricted	58	19	77
Total	*595*	*111*	*706*

Prior Round Rental: 142
.25 (precredited need - prior cycle credits – impact of the 20% cap – impact of the 1000 unit cap - rehab component) =.25 (1176-137-0-0-471) = 142

Prior Round Senior: 65
.25 (precredited need - rehabilitation component – prior cycle credits – transferred or proposed prior round RCAs) =.25 (1176-471 -137-308) = 65

Prior Cycle Credits

Society Hill I and II

Society Hill I and II is an inclusionary development which was completed in 1981 and contains a total of 800 units, of which 80 are family affordable sale units. The project is located along Cypress Lane at Block 2167, Lot 818 and Block 2168, Lot 2. COAH granted credit for this project in the First Round. The affordable housing units in this development are administered by the Township's Administrative Agent (Piazza and Associates) and this development contributes 80 credits toward the Prior Round obligation.

Credits without Control

The Township was granted 45 credits without controls as part of COAH's 2004 substantive certification. This determination was based on COAH's staff recommendation as set forth in a May 15, 2002 report. Credits without control units are defined as prior cycle credit units which are not subject to deed restrictions to control affordability but which at the time of the petition for substantive certification are occupied by low and moderate income households and have a value which is affordable to low and moderate income households. This program contributes 45 credits toward the Prior Round obligation.

Mercer County ARC

Mercer County ARC has two (2) group homes in Hamilton Township which were credited by COAH during Second Round certification. Each home has six (6) bedrooms which are for rent. The group home located on Cedar Lane was issued a certificate of occupancy on October 16, 1981 while the group home located on Route 156 was issued a certificate of occupancy on February 8, 1983. Mercer ARC is the administrative agent for both homes. Together, these 2 facilities will contribute 12 credits toward the Prior Round obligation.

Regional Contribution Agreements

The Township previously entered into two (2) regional contribution agreements (RCA) with the City of Trenton for a total of 308 units. The Township entered into a First Round RCA agreement with the City of Trenton for 69 units; this agreement was approved by COAH during the First Round. The total cost of the transfer was $793,500 (per unit cost of $11,500). Hamilton has made all the payments required using funds from a settlement with Parker Partners, a plaintiff from the First Round exclusionary zoning lawsuit. In 2004, Hamilton entered into another RCA agreement with the City of Trenton for 239 units. The RCA was approved by COAH in 2004, had total cost of $4,780,000 and a per unit cost of $20,000.

Special Needs Facilities

Enable – Gallavan Way

This special needs facility contains four (4) rental bedrooms and is located at 11 Gallavan Way (Block 1928/Lot 9). The facility was issued a certificate of occupancy on January 14, 1998 and is administered by the provider. COAH granted credit to the facility in 2004. Each bedroom is eligible for one (1) credit, one (1) rental bonus credit and as such this facility will contribute eight (8) credits toward the Prior Round obligation.

Enable – Flock Road

This special needs facility contains three (3) rental bedrooms, is located at 588 Flock Road (Block 1375/Lot 5) and is administered by the provider. A certificate of occupancy

was issued on July 2, 1996 and COAH granted credit to the facility in 2004. Each bedroom is eligible for one (1) credit and one (1) rental bonus credit and as such this facility will contribute 6 credits toward the Prior Round obligation.

Options

This special needs facility contains four (4) rental bedrooms and is located on McAdoo Avenue and is administered by the provider. The facility was issued a certificate of occupancy on December 22, 1997 and COAH granted credit to this facility in 2004. Each bedroom is eligible for one (1) credit and one (1) rental bonus credit and as such this facility will contribute eight (8) credits toward the Prior Round obligation.

Mercer County Veterans Center

This special needs facility contains five (5) rental bedrooms. The group home is for veterans, is non-age-restricted and is administered by the provider. It was completed in 2003 and carries an appropriate deed restriction through HOME Investment and Mercer County Development Funding. COAH granted five (5) credits for this facility in 2004. Each bedroom is eligible for one (1) credit and one (1) rental bonus credit and as such this facility will contribute 10 credits toward the Prior Round obligation.

Project Freedom

This 48-unit rental facility for physically disabled households is owned and administered by Project Freedom. All units are low income and for rent. The project received a certificate of occupancy in 2002 and is deed restricted for 30 years. The project received funding from LIHTC and DCA. COAH granted credit to the project in 2004. Each unit is eligible for one (1) credit and one (1) rental bonus credit and as such this facility will contribute 96 credits toward the Prior Round obligation. The Township is working with Project Freedom to convert all or a portion of the project's moderate income units to low income units.

VOCA

This special needs facility contains 3 rental bedrooms, is located on Archer Street and was issued a certificate of occupancy on August 4, 1999. The project is administered by the provider and the facility was granted COAH credit in 2004. Each bedroom is eligible for one (1) credit and one (1) rental bonus credit and as such this facility will contribute six (6) credits toward the Prior Round obligation.

Visitation Homes (VH1) - 417 Yardville-Allentown Rd

This special needs facility provides supportive shared living with five (5) very-low income rental bedrooms and is located at 417 Yardville-Allentown Rd (Block 2690/Lot 11.01). A certificate of occupancy was issued on 2012 and the project is administered by the provider. Each bedroom is eligible for one (1) credit and one (1) rental bonus credit and as such, this facility will contribute 10 credits towards the Prior Round obligation. The project was funded by the County's HOME program, as well as other funding sources. In 2011, the Township provided $30,000 from the housing trust fund towards the facilities renovation. The County HOME program affordability controls require a 25 year control period; however, Visitation Homes has committed to extending the affordability controls an additional 5 years for a total of 30 years. Doing so will create gain consistency with the 30 year control period required by UHAC. The County HOME program requires only 20% of occupants to be low income and the remaining may be moderate income; however, Visitation Homes indicates that all units are occupied by very low income individuals. As such, the Township is seeking very low income credit for the facilities. The Township is seeking special needs credit for these units in order to receive the credit that reflects the project's occupants.

Visitation Homes (VH2) - 355 Yardville-Allentown Rd

This special needs facility provides supportive shared living with four (4) very-low income rental bedrooms and is located at 355 Yardville-Allentown Rd (Block 2690/Lot 10). Each bedroom is eligible for one (1) credit and one (1) rental bonus credit and as such, this facility will contribute eight (8) credits towards the Prior Round obligation. The project was funded by the County's HOME program, as well as other funding sources. In 2011, the Township provided $30,000 from the housing trust fund towards the projects renovation. While the project's deed restrictions indicate that at least 20% of the units must be low income and the remaining may be moderate income, Visitation Homes has stated, and provided supporting documentation, that all units are occupied by very low income individuals. As such, the Township is seeking very low income credit for the units. The County HOME program affordability controls require a 25 year control period; however, Visitation Homes has committed to extending the affordability controls an additional 5 years for a total of 30 years. Doing so will create gain consistency with the 30 year control period required by UHAC. The Township is seeking special needs credit for these units in order to receive the credit that reflects the project's occupants.

Visitation Homes (VH3) - 405 Yardville-Allentown Rd

This special needs facility, completed in 2012, provides supportive shared living with six (6) very-low income rental bedrooms. Four of the units will satisfy the prior round obligation and the remaining two will satisfy the third round obligation. It is located at 405 Yardville-Allentown Rd (Block 2690/Lot 11.01) and is administered by the provider. Each bedroom is eligible for one (1) credit and one (1) rental bonus credit and as such, this facility will contribute 12 credits towards the Prior Round obligation. The project was funded by the County's HOME program, as well as other funding sources. Visitation Homes received funding for 417 Yardville-Allentown Rd in 2003. The lot was later subdivided to create 417 (11) and 405 (Lot 11.02). In 2011, the Township provided $30,000 from the housing trust fund towards the project. While the project's deed restrictions indicate that at least 20% of the units must be low income and the remaining may be moderate income, Visitation Homes has stated, and provided supporting documentation, that all units are occupied by very low income individuals. As such, the Township is seeking very low income credit for the units. The County HOME program affordability controls require a 25 year control period; however, Visitation Homes has committed to extending the affordability controls an additional 5 years for a total of 30 years. Doing so will create gain consistency with the 30 year control period required by UHAC. While there is no restriction for a specific population, Visitation Homes indicates their clients have special needs. The Township is seeking special needs credit for these units in order to receive the credit that reflects the project's occupants.

100% Affordable Housing Projects

McCorristin Square

This affordable housing project contains a total of 70 affordable rental units, of which 58 are age-restricted and 12 are family units. The 6.18 acre site is located along Leonard Avenue (Block 2154/Lot 1.02), contained no environmental constraints, was developed and is administered by Pennrose Properties and received a certificate of occupancy on May 31, 2000. Through deed restrictions the project has 30 year affordability controls and was constructed with LIHTC and DCA funding. COAH granted credit to the project in 2004 as part of Second Round substantive certification and this project will contribute one credit for each unit as well as bonus credits. According to the leasing agent all units are moderate income and the building contains one (1) studio apartment, 66 1-bedroom units and three (3) 2-bedroom units. Each of the family

rental units is eligible for one rental bonus credits for a total of 24 credits and each of the age-restricted units, pursuant to *N.J.A.C.* 5:97-3.5(b), is eligible for .33 rental bonus credits per unit (19 units) for a total of 77 credits. As such this project will contribute a total of 101 credits.

Third Round

The basis for the Township's Third Round obligation is the Settlement Agreement with Fair Share Housing Center. The Agreement provides for a 521 unit third round new construction component. A narrative for each mechanism follows the chart.

Satisfaction of the 521 Unit Third Round Obligation

Compliance Mechanisms	Third Round	Bonus Credits	Total Credits
Alternative Living Units			
Visitation Homes (405 Yardville-Allentown Rd.)	2	2	4
Allies Inc. (331 Redfern Ave.)	3	3	6
Allies Inc. (423 Wilfred Ave.)	3	3	6
SERV (6 Lohli Dr.) *	5	4	9
SERV (2 Bainbridge Ct.) *	5	4	9
SERV (117 Colonial Ave.) *	4	4	8
Eden (3 Blue Devil Ln.) *	4	4	8
Eden (433 Princeton Ave.) *	4	4	8
100% Affordable Housing Developments			
HomeFront II ((322 & 330 Connecticut Ave))	8	8	16
HomeFront IV (116 Moffat Ave.)	4	4	8
HomeFront IV (40 Francis Ave.)	4	4	8
HomeFront VI (87 Newkirk Ave.)	4	4	8
HomeFront VI (141 Francis Ave.)	4	4	8
HomeFront IX (1782 &1786 Greenwood Ave.)	8	8	16
HomeFront X (1778 Greenwood Ave.)	4	4	8
HomeFront XI (117 Moffat Ave.)	4	4	8
Homefront Transitional (129 Moffatt Ave)	4	4	8
Capstone Infill Housing	13	0	13
Inclusionary Housing Developments			
Twin Ponds	15	0	15
Brandywine Woods	33	0	33

Compliance Mechanisms	Third Round	Bonus Credits	Total Credits
Enchantment Villas	28	28	56
Vintage Court	4	4	8
Mill One	30	30	60
GP&TL Connecticut Avenue	14	0	14
Paradise Garden Village (JDME Acquisitions)	5	0	5
Market to Affordable			
Red Oak Apartments- family rental	139	0	139
Extension of Controls			
Society Hill	35	0	35
Prior Round Surplus			
McCorristin Square	1	0	1
Total	***391***	***130***	***521***

Rental =.25 (third round obligation) =.25 (521) = 130.25, rounded up 131

Senior = .25 (third round obligation) =.25 (521 = 130.25, rounded down 130

Very Low = .13 (units constructed since July 1, 2008 =200) =.13(200) =26

Alternative Living Arrangements

Visitation Homes (VH3) - 405 Yardville-Allentown Rd

This special needs facility, completed in 2012, provides supportive shared living with six (6) very-low income rental bedrooms. Four of the units will satisfy the prior round obligation and the remaining two will satisfy the third round obligation. See prior round description for additional information.

Allies Inc. – 331 Redfern Avenue

Located at 331 Redfern Avenue (Block 2102/Lot 75), the certificate of occupancy was issued on April 19, 2010. The home is deed restricted as family affordable sale units; however, it is used as a 3 bedroom group home. The deed restriction there are 15 year affordability controls; however, the Township will work with the provider to correct the restrictions and provide for 30 year affordability controls. The Township

committed funding to the project in exchange for 30 year affordability controls. The Township is seeking rental credits, including rental bonus credits for the units.

Allies Inc. – 423 Wilfred Avenue

Located at 423 Wilfred Avenue (Block 2323/Lot 6), the certificate of occupancy was issued on April 19, 2010. The home is deed restricted as family affordable sale units; however, it is used as a 3 bedroom group home. The deed restriction there are 15 year affordability controls; however, the Township will work with the provider to correct the restrictions and provide for 30 year affordability controls. The Township committed funding to the project in exchange for 30 year affordability controls. The Township is seeking rental credits, including rental bonus credits for the units.

SERV – 2 Bainbridge Court

SERV owns a group home at 2 Bainbridge Court on Block 1717, Lot 17. It is a 5 bedroom facility for developmentally disabled adults. The facility received capital funding from the State. Additionally, the Township committed to providing funding to the facility in exchange for 30 year affordability controls. The Township is seeking rental credit, including bonus credits, for this facility. SERV has stated the residents' income consists of social security and they therefore meet the threshold for very low income (see August 1, 2016 letter).

SERV – 6 Lohli Drive

SERV owns a group home 6 Lohli Drive on Block 1996, Lot 13. It is a 5 bedroom facility for developmentally disabled adults. The facility received capital funding from the State. Additionally, the Township committed to providing funding to the facility in exchange for 30 year affordability controls. The Township is seeking rental credit, including bonus credits, for this facility. SERV has stated the residents' income consists of social security and they therefore meet the threshold for very low income (see August 1, 2016 letter).

SERV – 117 Colonial Drive

SERV owns a home 117 Colonial Drive. The unit is currently being renovated for use as a group home as early as the end of 2016. It will be a 4 bedroom facility for developmentally disabled adults. The facility received capital funding from the State. Additionally, the Township committed to providing funding to the facility in exchange

for 30 year affordability controls. The Township is seeking rental credit, including bonus credits, for this facility. SERV has stated the residents' income consists of social security and they therefore meet the threshold for very low income (see August 1, 2016 letter).

EDEN – 3 Blue Devil Lane

EDEN currently owns a group home at 3 Blue Devil Lane. The Township has committed to providing funding in exchange for 30 year affordability controls. Notwithstanding, this funding commitment there are 20 year controls currently in place. These facility contains four (4) rental bedrooms each and will be eligible for rental bonus credits. EDEN, the provider, has indicated all bedrooms are occupied by very low income individuals. As such, these two facilities currently contribute eight (8) very-low income credits. While these facilities currently have 20 year controls the Township intends to transfer $200,000 in exchange for 30 year controls on this facility as well as the one at 433 Princeton Avenue. As such these two facilities are collectively eligible for eight (8) affordable housing credits and eight (8) rental bonus credits toward the Third Round obligation.

EDEN – 433 Princeton Avenue

EDEN currently owns a group home at 433 Princeton Avenue. The Township has committed to providing funding in exchange for 30 year affordability controls. Notwithstanding, this funding commitment there are 20 year controls currently in place. These facility contains four (4) rental bedrooms each and will be eligible for rental bonus credits. EDEN, the provider, has indicated all bedrooms are occupied by very low income individuals. As such, these two facilities currently contribute eight (8) very-low income credits. While these facilities currently have 20 year controls the Township intends to transfer $200,000 in exchange for 30 year controls on this facility as well as the one at 3 Blue Devil Lane. As such these two facilities are collectively eligible for eight (8) affordable housing credits and eight (8) rental bonus credits toward the Third Round obligation.

100% Affordable

HomeFront Transitional Housing - 129 Moffat Ave.

This transitional housing facility contains four (4) low income rental units located at 129 Moffat Ave. (Block 2027/Lot 10). Two units have 2 bedrooms and two units have 1 bedroom. The project is administered by the provider and has 10 year affordability controls. As such this project is eligible for four (4) credits but no rental bonuses.

HomeFront X - 1778 Greenwood Ave

This family rental project contains four (4) units, is located at 1778 Greenwood Ave (Block 2690/Lot 10) and is administered by the provider. A certificate of occupancy was issued on November 9, 2011 and the building contains four (4) low income 2-bedroom units. This project contributes four (4) low income credits and four (4) rental bonus credits towards the Third Round obligation. The project has 30 year affordability controls. The deed restriction states the organization is required to reserve half of the units for low income households; however, HomeFront states "all tenants (100%) have been at very low or low levels upon entrance to the program and that they anticipate this will continue in the future.

HomeFront XI - 117 Moffat Avenue

This family rental project contains four (4) units and is located at 117 Moffat Ave (Block 2690/Lot 10) and is administered by the provider. The building received County Home funds and was rehabilitated by HomeFront. The building contains two (2) low income 1-bedroom units and two (2) low income 2-bedroom units. This project contributes four (4) credits and 4 rental bonus credits towards the Third Round obligation. The project has 30 year affordability controls. The deed restriction states the organization is required to reserve half of the units for low income households; however, HomeFront states "all tenants (100%) have been at very low or low levels upon entrance to the program and that they anticipate this will continue in the future.

HomeFront II - 322 & 330 Connecticut Ave

Homefront purchased two existing buildings located at 322 & 330 Connecticut Ave (Block 1873/Lot 20). These family rental buildings contain eight (8) units total and each unit has 2 bedrooms. The project has 30 year affordability controls. The deed restriction states the organization is required to reserve half of the units for low

income households; however, HomeFront states "all tenants (100%) have been at very low or low levels upon entrance to the program and that they anticipate this will continue in the future.

HomeFront IV - 116 Moffat Avenue

These family rental units, which were purchased by HomeFront, contain four (4) low income rental apartments and is located at 116 Moffat Ave. (Block 2028/Lot 22). The units are administered by the provider. Two units have 2 bedrooms and two units have 1 bedroom. The project has 30 year affordability controls. The deed restriction states the organization is required to reserve half of the units for low income households; however, HomeFront states "all tenants (100%) have been at very low or low levels upon entrance to the program and that they anticipate this will continue in the future.

HomeFront IV – 40 Francis Avenue

These family rental units, which were purchased by HomeFront, contain four (4) low income rental apartments and are located at 40 Francis Ave (Block 2020/Lot 49) and are administered by the provider. Two units have 2 bedrooms and two units have 1 bedroom. The project has 30 year affordability controls. The deed restriction states the organization is required to reserve half of the units for low income households; however, HomeFront states "all tenants (100%) have been at very low or low levels upon entrance to the program and that they anticipate this will continue in the future.

HomeFront VI - 87 Newkirk Ave.

This two family rental building contains four (4) low income rental apartments and is located at 87 Newkirk Ave. It is administered by the provider. Two units have 2 bedrooms and two units have 1 bedroom. The project has 30 year affordability controls. The deed restriction states the organization is required to reserve half of the units for low income households; however, HomeFront states "all tenants (100%) have been at very low or low levels upon entrance to the program and that they anticipate this will continue in the future.

HomeFront VI - 141 Francis Ave

This two family rental building contains four (4) low income rental apartments and is located at 141 Francis Ave. It is administered by the provider. Two units have 2 bedrooms and two units have 1 bedroom. In 2008 the Township provided $226,800

from the housing trust fund towards the project renovation for this site and for 141 Francis Avenue. The project has 30 year affordability controls. The deed restriction states the organization is required to reserve half of the units for low income households; however, HomeFront states "all tenants (100%) have been at very low or low levels upon entrance to the program and that they anticipate this will continue in the future.

HomeFront IX - 1782 & 1786 Greenwood Ave.

These two family rental facilities contain four (4) low income rental apartments each and are located at 1782 (Block 1745/Lot 4) & 1786 Greenwood Ave. (Block 1745, Lot 5). All units have two bedrooms. The project is administered by the provider and the Township provided $237,500 to HomeFront for the renovation of these two facilities. The project has 30 year affordability controls. The deed restriction states the organization is required to reserve half of the units for low income households; however, HomeFront states "all tenants (100%) have been at very low or low levels upon entrance to the program and that they anticipate this will continue in the future.

Capstone Infill Housing

In 1999 the Capstone Corporation completed a 13 unit scattered site infill housing project. All units are three bedroom family sale affordable units and are located throughout the Township on Wilfred Avenue, Third Avenue, Parkinson Avenue, East State Street, Johnson Avenue and Clover Avenue. The project contains 20 year affordability controls and is administered by HAS. COAH credited this project during the First Round and this project will contribute 13 credits toward the Third Round obligation. The units received CO's between 1998 and 1999 and have an income split of 12 moderate income units and one (1) low income unit.

<u>Inclusionary Housing</u>

Twin Ponds

This 10.86 acre lot (Block 2173, Lot 21.01 and 21.02) is located on Yardville-Hamilton Square Road in the RD district. The project was granted preliminary approval by the Zoning Board of Adjustment on May 24, 2005 (memorialized June 14, 2005) and final approval on August 14, 2007 (memorialized September 11, 2007) for the construction of 119 age-restricted units and a mixed use commercial development consisting of two

(2) office buildings, a restaurant and retail space. As stated in the approving resolution the project will reserve 15 of the units as age-restricted affordable rental units. The property was granted a use variance to permit the proposed restaurant and retail uses and while two (2) buildings have been constructed, no affordable units have been built at this time.

The affordable units will be developed and occupied in accordance with N.J.A.C. 5:93-7 and the Uniform Housing Affordability Control rules, N.J.A.C. 5:26-1 et seq., including but not limited to bedroom distribution (likely one bedroom units), income splits (50/50 split) and affordability controls of at least 30 years. The units will be administered by an experienced administrative agent.

Brandywine Woods

This project is a new inclusionary housing site located in the REO -5 (research, engineering and office) and Planned Retirement Overlay (age-restricted residential) districts (the overlay district was created in 1997). The property is a 64.86 acre vacant tract known as Block 1922, Lots 26, 27 and 34 and is located on the south side of Klockner Road (just east of Interstate 295). In 2007, the Hamilton Township Planning Board approved the development of 298 age-restricted units, of which 33 will be affordable sale units. The gross density of the approved development is 4.6 dwelling units an acre. The affordable units will be developed and occupied in accordance with N.J.A.C. 5:93-7 and the Uniform Housing Affordability Control rules, N.J.A.C. 5:26-1 et seq., including but not limited to bedroom distribution (likely one bedroom units), income splits (50/50 split) and affordability controls of at least 30 years. The units will be administered by an experienced administrative agent.

Enchantment Villas (Hamilton Chase)

The property is a 55.39 acre site known as Block 2154, Lots 12, 13 and 14 is located on the south side of Kuser Road (just west of Interstate 295. While Hamilton Township Zoning Board originally approved (December 12, 2006) the site for 123 age-restricted units, of which 14 would have been age-restricted affordable sale units, the project has since been converted to family units pursuant to New Jersey Statute P.L. 2009 c. 82. (signed into law on July 2, 2009). The Township's Zoning Board of Adjustment granted the approval to convert the project to family units, as well as other associated changes, on October 12, 2010. As a result of this approval, the project provides 28 family rental affordable housing units instead of 14 age-restricted sale units. The applicant proposed to dedicate 25.01 acres to the Township and as such, the

development is constructed on the remaining 30.22 acres resulting in a gross density of just over 4 units an acre.

The project is currently under construction and CO's have been issued on a number of affordable units. The units will have a bedroom distribution of six (6) 1-bedroom affordable units; 16 2-bedroom affordable units; and six (6) 3-bedroom affordable units and shall have a 50/50 income split with at least 50% of the restricted units within each bedroom distribution being low income units. Each unit shall have at least 30 year affordability controls and will be administered by the Township's Administrative Agent (Piazza and Associates).

Vintage Court

Vintage Court is a 25 unit (four (4) family affordable rental units) inclusionary development located at Block 500, Lot 4. Portions of the project were completed and received certificates of occupancy as early as 1997 (with remaining portions being completed in 2003). This project, as indicated in Hamilton's Second Round plan and was originally intended to include six (6) affordable units with 20 year controls. While the project received COAH credit in 2004, deed restrictions were not put in place until 2015, when they were recorded retroactively on four (4) units. As such the project has 30 year affordability controls and is administered by Hamilton Township's Administrative Agent, Piazza and Associates. All four (4) units contain 2-bedrooms and with the exception of one low income unit, are moderate income.

Mill One

This inclusionary housing project located on a 5.6 acre lot at 1 North Johnson Ave (Block 1727, Lot 20) in the Arts and Cultural Overlay Zone district will include a mix of residential (45 units), commercial, office and studio artist space. The Township amended the May 31, 2012 Spending Plan on May 14, 2013 and submitted it to COAH on August 1, 2013. The Spending Plan provided additional funds to Isles (the developer) in exchange for 30 affordable family rental units (instead of the original 15 units). The Township is committing $1.4 million towards the project. The affordable units will be developed and occupied in accordance with *N.J.A.C.* 5:93-7 and the Uniform Housing Affordability Control rules, *N.J.A.C.* 5:26-1 et seq., including but not limited to bedroom distribution and affordability controls of at least 30 years. The units will be administered by an experienced Administrative Agent.

GP&TL Connecticut Avenue

This project (Blocks 1743, 1744 and 1746/Lots 1) will provide 14 affordable family sale units on Connecticut Avenue. The development proposal was approved by the Zoning Board of Adjustment on September 10, 2013 consistent with a Consent Order that specified development of the property consisting of 16 units (14 semi-detached affordable units and 2 detached market rate units). The affordable units will have a income split of seven (7) low income units and seven (7) moderate income units. As indicated in the approval the affordable units will be developed and occupied in accordance with *N.J.A.C.* 5:93-7 and the Uniform Housing Affordability Control rules, *N.J.A.C.* 5:26-1 et seq., including but not limited to bedroom distribution, length of affordability controls and administration by an experienced Administrative Agent.

Paradise Garden Village (JDME Acquisitions)

This 195 unit independent living and assisted living facility, which received Zoning Board of Adjustment approval on June 14, 2011 and is currently under construction at the northwest corner of Kuser and Klockner Roads, will include five (5) 1-bedroom low income assisted living units. These units will be restricted pursuant to assisted living standards that require 10% of the beds to be reserved for Medicaid eligible persons. As such, the Township is seeking very low income credit for these units.

Market to Affordable Program

Red Oak Apartments (also known as Hamilton Gardens) is an inclusionary housing development consisting of 170 units, of which 139 are affordable family rental units. The 7.08 acres property is located at 2300 South Broad Street, Block 2378, Lot 7 and was completed in 1941. The controls on affordability subsequently expired. In 2001 the project received 4% LIHTC financing to renovate the building and as part of this funding, 30 year affordability controls were placed on the property. Pursuant to the 2009 amendment to the Fair Housing Act (C. 45:22A-46.16), which states projects financed in whole or in part through the allocation of federal LIHTC funds shall be eligible for COAH credit, all units are eligible for COAH credit. The Township requries a waiver in regards to these units specifically regarding the requirement for a $20,000 per unit subsidy and the requirement that only up to 10 units and no more than 25% of inclusionary component can come from a market to affordable program.

Extension of Expiring Controls

Society Hill I and II

Society Hill I and II is an inclusionary development which was completed in 1981 and contains a total of 800 units, of which 80 are family affordable sale units. The project is located along Cypress Lane at Block 2167, Lot 818 and Block 2168, Lot 2. COAH granted credit for this project in the First Round. The affordable housing units in this development are administered by the Township's Administrative Agent (Piazza and Associates). The Township is in the process of extending controls on 77 of the 80 affordable units in this project for an additional 30 years (three of the units are no longer affordable due to foreclosure).

Clarke Caton Hintz
Architects
Planners
Landscape Architects

The following identifies those affordable housing projects that will be created through a means other than inclusionary housing and are not yet constructed. These projects include municipally sponsored construction that will receive a financial subsidy from the Township's affordable housing trust fund.

SERV

100 Barrack Street
Trenton NJ 08608
clarkecatonhintz.com
Tel 609 883 8383
Fax 609 883 4044

SERV previously owned two properties located at 2 Bainbridge Court and 6 Lohli Drive and has recently purchased 117 Colonial Avenue. 2 Bainbridge Court and 6 Lohli Drive are in need of renovations. The Township has committed to providing funding towards the rehabilitation of the two properties and the purchase of 117 Colonial Avenue in exchange for 30 year affordability controls. These two facilities contain four (4) rental bedrooms each, for a total of eight (8) bedrooms. The renovation of these facilities shall be started within two years of the Township receiving a Judgement of Repose.

EDEN

EDEN currently owns two properties located at 3 Blue Devil Ln. and 433 Princeton Av. The Township has committed to providing funding from the affordable housing trust fund to be utilized towards the units rehabilitation and purchase in exchange for 30 year affordability controls. These two facilities contain four (4) rental bedrooms each, for a total of eight (8) bedrooms. The renovation of these facilities shall be started within two years of the Township receiving a Judgement of Repose.

Philip Caton, FAICP
John Hatch, FAIA
George Hibbs, AIA
Brian Slaugh, AICP
Michael Sullivan, AICP

Allies Inc

Emeriti
John Clarke, FAIA
Carl Hintz, AICP, ASLA

Located at 331 Redfern Avenue (Block 2102/Lot 75) and 423 Wilfred Avenue (Block 2323/Lot 6), certificates of occupancy were issued on April 19, 2010. Deed restricted as family affordable sale units, while each home contains three bedrooms, Allies has since converted one of the units into a group home and intends the same for the other. The properties would produce a total of six (6) very-low income units. The renovation of these facilities shall be started within two years of the Township receiving a Judgement of Repose.

Clarke Caton Hintz
Architects
Planners
Landscape Architects

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Brian Slaugh, AICP
Michael Sullivan, AICP

Emeriti
John Clarke, FAIA
Carl Hintz, AICP, ASLA

The Township has 200 affordable units constructed on or after July 1, 2008. As such, the very low income obligation is 26 units (.13x200).

Units constructed on or after July 17, 2008 include the following:

Very Low Income Obligation Calculation	
Project	Affordable Units
Twin Ponds	15
Brandywine Woods	33
Enchantment Villas	28
Mill One	30
GP&TL Connecticut Avenue	14
Paradise Garden Village (JDME Acquisitions)	5
Visitation Homes (VH1) - 417 Yardville-Allentown Rd	5
Visitation Homes (VH2) - 355 Yardville-Allentown Rd	4
Visitation Homes (VH3) - 405 Yardville-Allentown Rd	6
Allies Inc. (331 Redfern Ave.)	3
Allies Inc (423 Wilfred Ave.)	3
SERV (6 Lohli Dr.) *	5
SERV (2 Bainbridge Ct.) *	5
SERV (117 Colonial Ave.) *	4
Eden (3 Blue Devil Ln.) *	4
Eden (433 Princeton Ave.) *	4
HomeFront II ((322 & 330 Connecticut Ave))	8
HomeFront IV (116 Moffat Ave.)	4
Homefront Transitional (129 Moffatt Ave.)	4
HomeFront VI (141 Francis Ave.)	4
HomeFront IX (1782 &1786 Greenwood Ave.)	8
HomeFront X (1778 Greenwood Ave.)	4
Total	***200***
13%	***26***

Very low income units include the following:

Very Low Income Units Project	Affordable Units
Special Needs	
Visitation Homes (355 Yardville-Allentown Rd)	4
Visitation Homes (417 Yardville-Allentown Rd)	5
Visitation Homes (405 Yardville-Allentown Rd)	6
Allies Inc. (331 Redfern Ave.)	3
Allies Inc. (423 Wilfred Ave.)	3
SERV (6 Lohli Dr.) *	5
SERV (2 Bainbridge Ct.) *	5
SERV (117 Colonial Ave) *	4
Eden (3 Blue Devil Ln.) *	4
Eden (433 Princeton Ave.) *	4
100% Affordable Housing Developments	
HomeFront II ((322 & 330 Connecticut Ave))	8
HomeFront IV (116 Moffat Ave)	2
HomeFront VI (141 Franc s Ave)	2
HomeFront IX (1782 & 1786 Greenwood Ave)	4
HomeFront X (1778 Greenwood Ave)	2
Homefront Transitional (129 Moffatt Ave)	2
Inclusionary Housing Developments	
Twin Ponds	1
Brandywine Woods	3
Mill One	4
GP&TL Connecticut Avenue	1
Paradise Garden Village (JDME Acquisitions)	5
Total	*77*

2. Planning Board Resolution

RESOLUTION OF MEMORIALIZATION
ADOPTING THE
2019 AMENDED THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Planning Board of Hamilton Township, County of Mercer, State of New Jersey, adopted its current Master Plan pursuant to N.J.S.A. 40:55D-28 on June 16, 2011 and;

WHEREAS, the 2011 Master Plan incorporates the 2008 Housing Element and Fair Share Plan pursuant to N.J.S.A. 40:55D-28b (3); and

WHEREAS, the Governing Body subsequently petitioned the Council on Affordable Housing (COAH) for substantive certification but said substantive certification was not received prior to COAH's rules being overturned in In The Matter of the Adoption of N.J.A.C. 5:96 and 5:97 By The Council On Affordable Housing; and

WHEREAS, the Township filed for Declaratory Judgement with the New Jersey Superior Court on July 8, 2015; and

WHEREAS, the Township executed a Settlement Agreement with Fair Share Housing Center (FSHC) on December 29, 2016 that identified the Township's affordable housing obligation and a preliminary indication of how the Township would satisfy the affordable housing obligation; and

WHEREAS, the Settlement Agreement was subject to a Fairness Hearing on February 22, 2017 during which the Court found that the Settlement Agreement was fair to the interests of low and moderate income households; and

WHEREAS, the Court's review and approval of the Settlement Agreement is reflected in an Order on Fairness and Preliminary Compliance Hearing signed by the Honorable Mary C. Jacobson, A.J.S.C. and filed on March 31, 2017; and

WHEREAS, the Court subsequently entered a Conditional Judgment of Compliance and Repose and Scheduling Order by Consent that requires the Township to satisfy certain conditions, including adoption of an Amended Housing Element and Fair Share Plan, with Appendix; and

WHEREAS, the Planning Board of Hamilton Township, adopted its current Housing Element and Fair Share Plan pursuant to N.J.S.A. 40:55D-28 on March 14, 2019; and

WHEREAS, the Governing Body endorsed the Housing Element and Fair Share Plan on March 19, 2019; and

WHEREAS, the Planning Board has determined that the Amended Housing Element and Fair Share Plan is consistent with the goals and objectives of the Hamilton Township's 2011 Master Plan and that adoption and implementation of the amendment to the Housing Element and Fair Share Plan are in the public interest and protect public health and safety and promote the general welfare.

NOW THEREFORE BE IT RESOLVED by the Planning Board of Hamilton Township, Mercer County, State of New Jersey, that the Planning Board hereby adopts the amended Housing Element and Fair Share Plan.

Michael K. Maloney,
Vice Chairman of the Planning Board

I hereby certify that this is a true copy of the resolution adopting the amended Housing Element and Fair Share Plan of Hamilton Township, Mercer County on February 13, 2020.

Sabrina Bowling,
Planning Board Secretary

3. Governing Body Resolution

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 20-078

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION ENDORSING THE AMENDED HOUSING ELEMENT AND FAIR SHARE PLAN AS ADOPTED BY THE TOWNSHIP OF HAMILTON PLANNING BOARD

Whereas the Township of Hamilton ("Township") filed a declaratory judgment action with the New Jersey Superior Court on July 8, 2015 pursuant to In re N.J.A.C. 5:96 and 5:97; and

Whereas the Township executed a Settlement Agreement with Fair Share Housing Center ("FSHC") on December 29, 2016 that identified the Township's affordable housing obligation and set forth a preliminary indication of how the Township would satisfy the affordable housing obligation; and

Whereas the Settlement Agreement was subject to a Fairness Hearing on February 22, 2017 during which the Court found that the Settlement Agreement was fair to the interests of low and moderate income households; and

Whereas after a compliance hearing on November 17, 2018, the Honorable Mary C. Jacobson, A.J.S.C. entered a Conditional Judgment of Compliance and Repose on December 18, 2019; and

Whereas a Scheduling Order by Consent was entered on January 23, 2019 requiring that an Amended Housing Element and Fair Share Plan be endorsed by Township Council on February 4, 2020;

Now, Therefore, Be It Resolved that the Council of the Township of Hamilton, Mercer County, State of New Jersey, hereby endorses the Amended Housing Element and Fair Share Plan as adopted by the Township of Hamilton Planning Board on January 23, 2020.

ADOPTED BY COUNCIL ON FEBRUARY 4, 2020
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ANTHONY P. CARABELLI, JR.	✓					✓
NANCY PHILLIPS	✓					✓
CHARLES F. WHALEN, III	✓				✓	
PASQUALE "PAT" PAPERO, JR.	✓					
RICHARD L. TIGHE, JR.	✓					

X – Indicates Vote A.B. – Absent N.V. – Not Voting RES. - Moved SEC. – Seconded

4. Housing, Demographic & Employment Analysis

HOUSING, DEMOGRAPHIC & EMPLOYMENT ANALYSIS

Housing Characteristics

The 2009-2013 American Community Survey ("ACS")[1] indicates that Hamilton has approximately 35,807 housing units, with 2,073, or 5.8%, vacant. Hamilton's housing stock and tenure reflect the variety of residential land use patterns in the municipality. The Township's housing stock consists predominantly of single-family detached units (64.7%), but also contains a large share of attached single-family units (11.2%) in urban neighborhoods closer to Trenton. The share of single-family detached units in the Township is higher than for Mercer County (48.3%) and the State (53.7%). In addition, renters comprise approximately 25% of residents, compared with 34% for both the County and State. See Table 1, Housing Units by Number of Units in Structure, for a detailed explanation of the housing units in 2013.

TABLE 1. HOUSING UNITS BY NUMBER OF UNITS IN STRUCTURE, 2013

Number of Units	Owner-occupied	Percent	Rental	Percent	Vacant	Percent	Total
1, Detached	21,084	83.79%	1,051	12.26%	1,036	49.98%	23,171
1, Attached	2,860	11.37%	991	11.56%	152	7.33%	4,003
2	309	1.23%	1,108	12.93%	281	13.56%	1,698
3 or 4	40	0.16%	850	9.92%	226	10.90%	1,116
5 to 9	66	0.26%	657	7.67%	51	2.46%	774
10 to 19	518	2.06%	2,269	26.48%	284	13.70%	3,071
20 or more	220	0.87%	1,644	19.18%	43	2.07%	1,907
Mobile Home	67	0.27%	0	0%	0	0%	67
Other	0	0%	0	0%	0	0%	0
Total	***25,164***	***100***	***8,570***	***100***	***2,073***	***100***	***35,807***

Source: 2009-2013 American Community Survey 5-Year Estimate (B25032, DP04).

Table 2, Housing Units by Year Built, illustrates the age of the Township's housing stock. Prior to 1949, 22.5% of Hamilton's housing stock was constructed. The Township's housing stock grew the most rapidly in the 1950s (24%), with housing construction declining for each

[1] The American Community Survey replaced the long-form Census as the source for much of the housing data necessary to complete this section. The Census is a one-time count of the population while this ACS is an estimate taken over five years through sampling. As such, data in the ACS is subject to a margin of error.

subsequent decade. The median year homes were built in the Township (1963) indicates that the housing stock in the Township is slightly older that of the County (1965) and State (1966).

TABLE 2. HOUSING UNITS BY YEAR BUILT, 2013					
Year Built	**Total Units**	**Percent**	**Owner**	**Renter**	**Vacant**
2010 or later	31	0.1%	31*	0*	0
2000 to 2009	2,214	6.2%	1,691	405	118
1990 to 1999	1,883	5.3%	1,548	335	0
1980 to 1989	3,563	10.0%	2,784	663	116
1970 to 1979	5,617	15.7%	3,054	2,296	267
1960 to 1969	5,838	16.3%	3,672	1,783	383
1950 to 1959	8,594	24.0%	6,443	1,602	549
1940 to 1949	2,822	7.9%	2,092	515	215
1939 or earlier	5,245	14.6%	3,849	971	425
Totals	***35,807***	***100%***	***25,164***	***8,570***	***2,073***
Median Year Built:	1963		1961	1967	

Source: 2009-2013 American Community Survey 5-Year Estimate (DP04, B25036, B25037)
**The margins of error for this information exceed the estimated counts. As such, the estimates may be unreliable.*

Table 3, Housing Units by Number of Rooms, shows that 10.9% of homes have between one (1) and three (3) rooms; 50.3% of the housing stock has between four (4) and six (6) rooms; and 38.8% has seven (7) or more rooms. The data from this and other tables indicate that the housing stock in Hamilton is, on average, moderate to large in size. In addition, the plurality (39.4%) of housing in Hamilton contains three bedrooms, and 62.2% of all units have three (3) or more bedrooms. The most common number of bedrooms per housing unit is consistent with the County and State (34.2% and 32.6%, respectively). See Table 4, Number of Bedrooms per Housing Unit, for more detail.

TABLE 3. HOUSING UNITS BY NUMBER OF ROOMS, 2013		
Rooms	**Number of Units**	**Percent**
1	371	1.0%
2	350	1.0%
3	3,179	8.9%
4	4,958	13.8%
5	5,333	14.9%
6	7,738	21.6%
7	5,554	15.5%

TABLE 3. HOUSING UNITS BY NUMBER OF ROOMS, 2013		
Rooms	**Number of Units**	**Percent**
8	4,397	12.3%
9+	3,927	11.0%
Total	***35,807***	***100%***
Source: 2009-2013 American Community Survey 5-Year Estimate (DP04)		

TABLE 4. NUMBER OF BEDROOMS PER HOUSING UNIT, 2013		
Bedrooms	**Number of Units**	**Percent**
Efficiency	401	1.1%
1	4,931	13.8%
2	8,183	22.9%
3	14,125	39.4%
4	7,275	20.3%
5+	892	2.5%
Total	***35,807***	***100%***
Source: 2009-2013 American Community Survey 5-Year Estimate (DP04)		

Table 5, Housing Values, shows that the median home value in Hamilton increased 93% between 2000 and 2013. The Township experienced slightly less growth in home values than Mercer County (99.8%) and had lower median values than the County in both 2000 ($135,100 vs. $143,600) and 2013 ($260,700 vs. $286,900). In 2013, there were a greater number of homes with values less than $40,000 than in 2000; there were an estimated 166 units in the Township with home values below $10,000, compared with zero such units in 2000.

Based on the 2016 Illustrative Sales Prices, approximately 596 (2.4%) of 2013 of owner-occupied housing units in Hamilton may be affordable to very low-income households (depending on the number of rooms in the unit). Meanwhile, approximately 640 (2.5%) units (exclusive of units that may be affordable to very low-income households) may be affordable to low-income households, and approximately 3,338 units (13.3%) may be affordable to moderate-income households (excluding those units affordable to low- and very low-income households). In total, 4,574 owner-occupied units in the Township, or 18.2%, may be affordable to low- and moderate-income households.

TABLE 5. OWNER-OCCUPIED HOUSING VALUES, 2013 & 2000				
Housing Unit Value	2013 Units	Percent	2000 Units	Percent
Less than $10,000	166	0.7%	0	0%
$10,000 to $14,999	42	0.2%	19	0.1%
$15,000 to $19,999	52	0.2%	0	0%
$20,000 to $24,999	63	0.3%	0	0%
$25,000 to $29,999	99	0.4%	15	0.1%
$30,000 to $34,999	43	0.2%	9	0%
$35,000 to $39,999	67	0.3%	40	0.2%
$40,000 to $49,999	17	0.1%	92	0.4%
$50,000 to $59,999	47	0.2%	186	0.8%
$60,000 to $69,999	107	0.4%	367	1.6%
$70,000 to $79,999	68	0.3%	764	3.3%
$80,000 to $89,999	268	1.1%	1,058	4.5%
$90,000 to $99,999	197	0.8%	1,711	7.3%
$100,000 to $124,999	965	3.8%	4,745	20.3%
$125,000 to $149,999	905	3.6%	5,719	24.5%
$150,000 to $174,999	1,468	5.8%	3,585	15.3%
$175,000 to $199,999	2,098	8.3%	1,977	8.5%
$200,000 to $249,999	4,767	18.9%	1,917	8.2%
$250,000 to $299,999	5,349	21.3%	831	3.6%
$300,000 to $399,999	5,404	21.5%	263	1.1%
$400,000 to $499,999	2,252	8.9%	24	0.1%
$500,000 to $749,999	522	2.1%	34	0.1%
$750,000 to $999,999	98	0.4%	0	0%
$1,000,000 or more	100	0.4%	8	0%
Total	***25,164***	***100%***	***23,364***	***100%***
Median	$260,700		$135,100	
Sources: 2000 Census (H074, H085), 2009-2013 American Community Survey 5-Year Estimate (DP04, B25075)				

The median rent in Hamilton in 2013 was $1,095, compared to $1,120 across Mercer County. Based on 2016 Illustrative Rents, approximately 907 units, or 10.6%, may be affordable to very low-income renters, depending on the number of bedrooms being rented. Similarly, approximately 3,551 units (41.4% of rental units) may be affordable to low-income renters and approximately 2,699 units (31.5% of rental units) may be affordable to moderate-income renters, exclusive of those units affordable to lower-income groups. In total, approximately 7,157 rental units, or 83.5% of all renter-occupied housing units, may be affordable to low- and

moderate-income households. See Table 6, Comparison of Hamilton and Mercer County, Gross Rent.

TABLE 6. COMPARISON OF HAMILTON TOWNSHIP AND MERCER COUNTY, GROSS RENT, 2013				
	Hamilton Township		Mercer County	
Gross Rent	Units	Percent	Units	Percent
Less than $100	0	0%	301	0.7%
$100 to $149	57	0.7%	316	0.7%
$150 to $199	10	0.1%	482	1.1%
$200 to $249	39	0.5%	1,345	3.0%
$250 to $299	70	0.8%	580	1.3%
$300 to $349	24	0.3%	699	1.6%
$350 to $399	21	0.2%	318	0.7%
$400 to $449	12	0.1%	559	1.2%
$450 to $499	45	0.5%	433	1.0%
$500 to $549	11	0.1%	339	0.8%
$550 to $599	38	0.4%	388	0.9%
$600 to $649	280	3.3%	719	1.6%
$650 to $699	135	1.6%	932	2.1%
$700 to $749	165	1.9%	1,008	2.3%
$750 to $799	330	3.9%	1,143	2.6%
$800 to $899	594	6.9%	2,826	6.3%
$900 to $999	1,028	12.0%	3,857	8.6%
$1,000 to $1,249	3,198	37.3%	11,054	24.7%
$1,250 to $1,499	1,100	12.8%	5,803	13.0%
$1,500 to $1,999	810	9.5%	6,107	13.7%
$2,000 or more	171	2.0%	3,851	8.6%
No cash rent	432	5.0%	1,661	3.7%
Total	***8,570***	***100%***	***44,721***	***100%***
Median Rent	$1,095		$1,120	
Source: 2009-2013 American Community Survey 5-Year Estimate (DP04, B25063)				

Housing is generally considered to be affordable if the costs of rents, mortgages, and other essential costs consume 28% or less of an owner-household's income or 30% or less of a renter-household's income. Homeowner rates are lower to account for the additional home maintenance costs associated with ownership. In Hamilton, 39.19% of all households in occupied units are expending more than 30% of their incomes on housing. The percentage of renter-occupied households expending more than 30% of their incomes on housing (52.44%)

is much higher than that of owner-occupied households (34.94%). With over half of renters spending over 30% of income on housing, much of Hamilton's existing rental housing appears unaffordable to the population.

TABLE 7. HOUSING AFFORDABILITY, 2013

Monthly Housing Costs as Percent of Income	Owner-Occupied	Percent	Renter	Percent	All Occupied*	Percent
Less than 20 Percent	9,339	37.14%	1,597	19.80%	10,936	32.93%
20 to 29 Percent	7,020	27.92%	2,240	27.77%	9,260	27.88%
30 Percent or More	8,784	34.94%	4,230	52.44%	13,014	39.19%
Total	***25,143***	***100%***	***8,067***	***100%***	***33,210***	***100%***

Source: 2009-2013 American Community Survey 5-Year Estimate (DP04)
**Information not computed for all units.*

In 2013, there were an estimated 193 housing units that lacked adequate plumbing and 186 units that had inadequate kitchen facilities, which may include some or all of the aforementioned units. There were also 192 housing units that were overcrowded (more than one occupant per room) and built before 1950. It should be noted that overcrowding is often associated with substandard housing due to overuse of facilities. Overcrowded housing is often occupied by lower income households who share space to save on housing costs. These households may not be able to afford to maintain the home, leading to deteriorated conditions. Historically, the conditions mentioned in this paragraph have been indicators of housing deficiency, which are used to determine the number of units requiring rehabilitation.

TABLE 8. INDICATORS OF HOUSING DEFICIENCY, 2013

Indicator	Incomplete Plumbing	Incomplete Kitchen	Crowded or Overcrowded, and Built Pre-1950
Number of Units	193	186	192

Source: 2009-2013 American Community Survey 5-Year Estimate (DP04, B25050)

General Population Characteristics

The population of Hamilton grew 1.56% from 2000 to 2010, which is more substantial than its growth from 1990-2000 (0.64%). Nevertheless, the County has been growing faster than the Township, with a 7.65% increase in population from 1990 to 2000 and a 4.49% increase from 2000 to 2010. See Table 9, Population Growth. However, while the rate of population growth slowed in the County between 2000 and 2010, it increased in Hamilton Township.

TABLE 9. POPULATION GROWTH, 1990 – 2010					
	1990	2000	Percent Change	2010	Percent Change
Hamilton Township	86,553	87,109	0.64%	88,464	1.56%
Mercer County	325,824	350,761	7.65%	366,513	4.49%
Sources: 1990, 2000, and 2010 US Census					

Between 2000 and 2010, there was a large increase in the number of Hamilton residents approaching the retirement age. The largest growth was in the age 55-64 cohort, whose population grew 49.2% between 2000 and 2010. There were substantial decreases in children and the cohorts representing young professionals and young families, with the 35-44 cohort representing the largest decline (-19.2%). Hamilton's graying population helped drive the median age up from 39.1 to 41.8 years from 2000 to 2010. See Table 10, Age Distribution, for additional detail.

TABLE 10. AGE DISTRIBUTION, 2000 & 2010					
Age Group	2000	Percent	2010	Percent	Percent Change
Under 5	5,006	5.7%	4,585	5.2%	-8.4%
5-14	11,587	13.3%	10,486	11.9%	-9.5%
15-24	9,736	11.2%	10,816	12.2%	11.1%
25-34	11,233	12.9%	10,454	11.8%	-6.9%
35-44	14,819	17.0%	11,971	13.5%	-19.2%
45-54	13,064	15.0%	14,197	16.1%	8.7%
55-64	8,041	9.3%	11,999	13.6%	49.2%
65-74	6,902	7.9%	6,771	7.7%	-1.9%
75+	6,721	7.7%	7,185	8.1%	6.9%
Total	***87,109***	***100%***	***88,464***	***100%***	***1.6%***
Median Age	39.1		41.8		
Sources: 2000 and 2010 US Census					

Household Characteristics

A household is defined by the U.S. Census Bureau as those persons who occupy a single room or group of rooms constituting a housing unit; however, these persons may or may not be related. As a subset of households, a family is identified as a group of persons including a householder and one or more persons related by blood, marriage or adoption, all living in the same household. In 2010, there were 34,534 households in the Township, with an average of

2.55 persons per household and an average of 3.09 persons per family. Approximately 51% of the households are comprised of married couples with or without children. Approximately 31% of the Township's households are non-family households, which include individuals living alone. See Table 11, Household Composition.

TABLE 11. HOUSEHOLD COMPOSITION, 2010		
Household Type	Households	Percent
Family households	***23,755***	***68.8%***
Married-couple family	17,732	51.3%
With Children	7,074	20.5%
Male householder, no spouse present	1,604	4.6%
With Own Children Under 18	605	1.8%
Female householder, no spouse present	4,419	12.8%
With Own Children Under 18	1,990	5.8%
Nonfamily households	***10,779***	***31.2%***
Householder living alone	9,098	26.3%
Total Households	***34,534***	***100%***
Source: 2010 US Census		

Income Characteristics

Households and families in Hamilton have, on average, lower incomes than households in Mercer County as a whole. Median income in 2013 in Hamilton was $71,724 for households and $91,069 for families. Comparable figures for the County were $73,480 for households and $94,267 for families. Table 12, Household Income by Income Brackets, further illustrates these findings by noting the number of households in each of the income brackets. The Township's poverty rates for individuals and families (7.1% and 4.4%, respectively) are less than the individual and family rates for the County (11.2% and 7.7%, respectively). See Table 13, Individual and Family Poverty Rates, for the comparison.

TABLE 12. HOUSEHOLD INCOME BY INCOME BRACKETS, 2013		
	Households	Percent
Less than $10,000	849	2.5%
$10,000-$14,999	851	9.1%
$15,000-$24,999	3,083	7.1%
$25,000-$34,999	2,409	12.2%
$35,000-$49,000	4,125	18.8%
$50,000-$74,999	6,347	14.4%

TABLE 12. HOUSEHOLD INCOME BY INCOME BRACKETS, 2013		
	Households	Percent
$75,000-$99,999	4,863	19.5%
$100,000-$149,999	6,563	9.6%
$150,000-$199,999	3,228	4.2%
$200,000 +	1,416	2.5%
Total	***33,734***	***100%***
Median Income	$71,724	
Source: 2009-2013 American Community Survey 5-Year Estimate (DP03)		

TABLE 13. INDIVIDUAL AND FAMILY POVERTY RATES, 2013		
Location	Individuals	Families
Hamilton Township	7.1%	4.4%
Mercer County	11.2%	7.7%
Source: 2009-2013 American Community Survey 5-Year Estimate (DP03)		

Employment Characteristics

Table 14, Distribution of Employment by Industry, shows the distribution of employment by industry for employed Hamilton residents. The four (4) industries that capture the largest segments of the population were the education, health and social services industry at 23%; public administration at 12.2%; retail trade at 11.6%; and professional and related services at 10%.

TABLE 14. DISTRIBUTION OF EMPLOYMENT BY INDUSTRY, HARRISON RESIDENTS, 2013		
Sector Jobs	Number	Percent
Agriculture, Forestry, Fishing and Hunting, and Mining	164	0.4%
Construction	2,328	5.1%
Manufacturing	3,705	8.2%
Wholesale Trade	1,319	2.9%
Retail Trade	5,246	11.6%
Transportation, Warehousing, and Utilities	2,273	5.0%
Information	787	1.7%
Financing, Insurance, Real Estate, Renting, and Leasing	3,236	7.2%

TABLE 14. DISTRIBUTION OF EMPLOYMENT BY INDUSTRY, HARRISON RESIDENTS, 2013		
Professional, Scientific, Management, Administrative, and Waste Management Services	4,518	10.0%
Educational, Health and Social Services	10,384	23.0%
Arts, Entertainment, Recreation, Accommodation and Food Services	3,779	8.4%
Other	1,957	4.3%
Public Administration	5,538	12.2%
Total	***45,234***	***100%***
Source: 2009-2013 American Community Survey 5-Year Estimate (DP03)		

Table 15, Employment by Occupation, identifies the occupations of employed residents of Hamilton. While Hamilton Township residents work in a variety of industries, 35% of employed residents work in management, professional, and related occupations and 28.7% are employed in sales and office occupations.

TABLE 15. EMPLOYMENT BY OCCUPATION, HAMILTON TOWNSHIP, 2013		
Sector Jobs	**Number**	**Percent**
Management, Business, Science, Arts	15,845	35.0%
Service	7,955	17.6%
Sales and Office	12,962	28.7%
Natural Resources, Construction, Maintenance	3,846	8.5%
Production, Transportation, Material Moving	4,626	10.2%
Total	***45,234***	***100%***
Source: 2009-2013 American Community Survey 5-Year Estimate (DP03)		

Since 2010, the size of Hamilton's labor force has grown slightly and more people looking for work are able to find jobs as indicated by the simultaneous decrease in the unemployment rate. The Township's unemployment rate fell from 8.7% in 2010 to 5.6% in 2015. Table 16, Change in Employment, illustrates these trends.

TABLE 16. CHANGE IN EMPLOYMENT, 2010 – 2015				
Year	**Labor Force**	**Employment**	**Unemployment**	**Unemployment Rate**
2010	49,458	45,137	4,321	8.7%
2011	49,556	45,358	4,198	8.5%
2012	49,776	45,581	4,195	8.4%
2013	49,351	45,872	3,479	7.0%

TABLE 16. CHANGE IN EMPLOYMENT, 2010 – 2015				
Year	Labor Force	Employment	Unemployment	Unemployment Rate
2014	49,595	46,749	2,846	5.7%
2015*	49,900	47,100	2,800	5.6%
Source: NJ Department of Labor and Workforce Development **Average of January through May estimates.*				

The number of jobs in Hamilton is less than the number of working age residents in the Township. The New Jersey Department of Labor tracks covered employment throughout the state. Covered employment data includes only those jobs for which unemployment compensation is paid. By definition it does not cover the self-employed, unpaid family workers, most part-time or temporary employees, and certain agricultural and in-home domestic workers. See Table 17, Covered Employment Estimates, for additional detail.

TABLE 17. COVERED EMPLOYMENT ESTIMATES		
Year	Hamilton Township	Mercer County
2014	30,866	229,798
Source: New Jersey Department of Labor, Division of Planning and Research, Office of Demographic and Economic Analysis, NJ Covered Employment Trends.		

Health and social services (Health/social) and retail trade were the largest sectors of in-town employment, with 5,948 and 4,403 jobs, respectively. Table 18, Covered Employment by Sector, provides additional employment information.

TABLE 18. COVERED EMPLOYMENT BY SECTOR, 2014							
	Employment					Wages	
	March	June	Sept.	Dec.	Average	Annual	Weekly
Private Sector Total	**26,234**	**27,188**	**26,732**	**26,919**	**26,644**	**$45,843**	**$882**
Agriculture	.	.	.	.	.	.	.
Utilities	.	.	.	.	.	.	.
Construction	1,038	1,006	1,078	1,108	1,063	$61,677	$1,186
Manufacturing	2,464	2,524	2,553	2,336	2,466	$54,387	$1,046
Wholesale Trade	714	710	740	742	722	$73,429	$1,412
Retail Trade	4,318	4,459	4,361	4,557	4,403	$28,891	$556
Transportation/Warehousing	1,254	1,250	1,198	1,621	1,283	$45,549	$876
Information	356	380	365	353	364	$61,630	$1,185
Finance/Insurance	1,148	1,177	1,214	1,067	1,152	$79,701	$1,533
Real Estate	.	.	.	.	.	.	.

TABLE 18. COVERED EMPLOYMENT BY SECTOR, 2014							
	Employment					Wages	
	March	June	Sept.	Dec.	Average	Annual	Weekly
Professional/Technical	2,316	2,382	2,311	2,331	2,335	$73,066	$1,405
Management	123	129	127	126	126	$55,884	$1,075
Admin/Waste Remediation	1,485	1,595	1,536	1,459	1,526	$35,567	$684
Education	190	185	175	193	182	$41,814	$804
Health/Social	5,880	6,106	5,988	5,908	5,948	$50,799	$977
Arts/Entertainment	425	442	413	428	425	$19,467	$374
Accommodations/Food	2,636	2,802	2,681	2,657	2,681	$16,073	$309
Other Services	1,379	1,483	1,373	1,388	1,398	$29,113	$560
Unclassified	14	9	61	86	34	$26,629	$512
Federal Government Total	32	34	36	33	34	$78,541	$1,510
State Government Total	1,031	1,006	977	966	999	$80,261	$1,543
Local Government Total	3,437	3,549	3,271	3,451	3,190	$64,348	$1,237
Local Government Education Total	2,629	2,702	2,452	2,646	2,367	$60,600	$1,165
Total Covered Employment	***30,734***	***31,777***	***31,016***	***31,369***	***30,866***		

Source: New Jersey Department of Labor, Division of Planning and Research, Office of Demographic and Economic Analysis, NJ Covered Employment Trends.

As Table 19, Journey to Work, below shows, 83.5% of Hamilton's employed residents drive to work alone compared with 71.1% for Mercer County and 71.9% for New Jersey as a whole. The relatively high percentage of residents driving to work alone is consistent with the suburban land use pattern and auto-centric employment centers of the Township.

TABLE 19. JOURNEY TO WORK, 2013			
Mode	Hamilton Township	Mercer County	New Jersey
Drive Alone	83.5%	71.1%	71.9%
Carpool	8.6%	10.1%	8.4%
Transit	3.5%	7.6%	10.8%
Walk	1.1%	3.7%	3.1%
Other	0.8%	2.6%	1.9%
Work at Home	2.5%	4.9%	3.9%

Source: 2009-2013 American Community Survey: Selected Economic Characteristics (DP03)

Approximately 32% of households in Hamilton only have one vehicle and 7.4% have no vehicle. Some one-car households likely comprise the approximately 26% of Township residents who live alone. Not having a vehicle in a suburban context such as Hamilton is typically an indicator of lower income households and makes it extremely difficult for residents

to reach jobs and community and commercial services. This mobility issue is magnified at the County level, where 11.9% of households do not have a vehicle. See Table 20, Available Vehicles by Household.

TABLE 20. AVAILABLE VEHICLES BY HOUSEHOLD, 2013		
Vehicles	**Count**	**Percent**
None	2,494	7.4%
One	10,767	31.9%
Two	13,428	39.8%
Three +	7,045	20.9%
Total	***33,734***	***100%***
Source: 2009-2013 American Community Survey: Selected Housing Characteristics (DP04)		

The most common commuting destination of employed residents is within Hamilton (17.7%), followed by workers commuting to neighboring Trenton (12.8%), which is the State capital and a large employment center. As shown in Table 21, Top Ten Commuting Destinations for Hamilton Residents below, the majority of top employment destinations for residents are in Mercer County and along the Route 1 corridor. The 2.1% of residents who commute to Manhattan likely take the train to work from the Hamilton NJ Transit rail station. However, the majority of residents, 43.3%, commute to dispersed locations.

TABLE 21. TOP TEN COMMUTING DESTINATIONS FOR HAMILTON RESIDENTS, 2013		
Destination	**Jobs**	**Percent**
Hamilton	7,598	17.7%
Trenton	5,473	12.8%
Ewing	2,558	6.0%
Lawrence	1,921	4.5%
Princeton	1,873	4.4%
West Windsor	1,668	3.9%
Robbinsville	893	2.1%
Manhattan, NY	887	2.1%
Plainsboro	758	1.8%
South Brunswick	666	1.6%
All Other Locations	18,572	43.3%
Source: US Census and Center for Economic Studies. Longitudinal Employer-Household Dynamics, 2013		

Population Projections

The Delaware Valley Regional Planning Commission ("DVRPC"), the Metropolitan Planning Organization that contains Hamilton as well as the remainder of Mercer County, published population and employment projections for the year 2040. DVRPC projects that the Township's population and employment will increase by 4.4% and 4.7%, respectively, from 2010 to 2040. As Table 22, Population, Household and Employment Projections shows, these rates are lower than for the County as a whole.

TABLE 22. POPULATION, HOUSEHOLD, AND EMPLOYMENT PROJECTIONS, 2010 – 2040

	Hamilton Township			Mercer County		
	2010	2040	% Change	2010	2040	% Change
Population	88,464	92,380	4.4%	366,513	390,729	6.6%
Employment	43,553	45,580	4.7%	266,672	286,087	7.3%

Sources: DVRPC Regional, County, and Municipal Population Forecasts, 2010-2040. ADR 18-A, March 2013; DVRPC Regional, County, and Municipal Employment Forecasts, 2010-2040. ADR 19, January 2013

The Fair Housing Act requires that Housing Plans include a 10-year projection of new housing units based on the number of building permits, development applications approved, and probable developments, as well as other indicators deemed appropriate (*N.J.S.A.* 52:27D-310.b). Annual building permit issuance for residential new construction in Hamilton during the years 2000 through 2015 averaged approximately 190 units.

Assuming the 2000-2015 rate remains relatively constant, Hamilton may see approximately 1,900 new dwellings by the year 2025. Factors such as the business cycle and physical obstacles to development may result in a lower or higher actual number. Table 23, Housing Projections, provides an estimate of anticipated residential growth based on the extrapolation of prior housing activity into the future.

TABLE 23. HOUSING PROJECTIONS TO 2025

Year	Building Permits Issued
2000	217
2001	342
2002	413
2003	188
2004	330
2005	338
2006	310

TABLE 23. HOUSING PROJECTIONS TO 2025	
Year	**Building Permits Issued**
2007	217
2008	102
2009	58
2010	76
2011	133
2012	42
2013	98
2014	139
2015	26
Average	200.2
Ten Year Projection	*1,900 dwellings*

Source: NJDCA Construction Reporter, Building Permits, Yearly Summary Data, and Housing Units Authorized by Building Permits for New Construction

5. Rehabilitation Program



HAMILTON TOWNSHIP

MERCER COUNTY, NEW JERSEY

TOWNSHIP OF HAMILTON RENTAL REHABILITATION PROGRAM POLICIES AND PROCEDURES MANUAL

January 2019

Department of Community Planning & Compliance
Neighborhood Preservation

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Township of Hamilton Rental Rehabilitation Program

Policies and Procedures Manual

I. Introduction

This Manual has been prepared to assist in the administration of the Township of Hamilton Rental Rehabilitation Program (the Program). It will serve as a guide to the program staff and applicants.

This manual describes the policies and operation of the program, examines program purposes and provides the guidelines for implementing the Program. This manual explains the steps in the rehabilitation process. It describes the eligibility requirements for participation in the Program, criteria, funding terms and conditions, record keeping and overall program administration. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

The Township of Hamilton Rental Rehabilitation Program has been established to help make needed repairs to 1-4 family residential rental units in the Township of Hamilton that are occupied by income-eligible families (or currently vacant). As part of the Township's Housing Element and Fair Share Plan, the Program seeks to:

- Improve living conditions for eligible Township residents;
- Preserve Hamilton's housing stock;
- Stabilize older neighborhoods;
- Reduce energy consumption of older homes and thereby lower operating expenses;
- Reduce the likelihood of children being lead poisoned by hazardous lead painted surfaces in their home; and
- Generate affordable housing credits to satisfy the Township's obligation.

The Program is designed to accomplish this by:

- Making available forgivable loans for rehabilitation work;
- Helping Property Owners identify the type and scope of work their properties need;
- Assisting Property Owners in selecting a qualified contractor at a fair price; and
- Establishing and enforcing housing rehabilitation standards that must be met for all properties in the Program.

Implementation of any procedure, even if it is not included in this Policies and Procedures Manual, shall be in accordance with the Federal Fair Housing Act and Equal Opportunities laws[1], the Uniform Housing Affordability Controls (UHAC) N.J.A.C. 5:80-26.1 et seq.[2], the substantive rules of the Council on Affordable Housing N.J.A.C. 5:96[3] and 5:97[4]and the affordable housing regulations of the Township of Hamilton (hereafter referred to as the "Regulations").

A. FAIR HOUSING AND EQUAL HOUSING OPPORTUNITIES



In accordance with the Federal Fair Housing Act, it is unlawful to discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status. In addition, New Jersey Law prohibits discrimination in housing on the basis of race, creed, color, national origin, ancestry, nationality, marital or domestic partnership or civil union status, familial status, sex, gender identity or expression, affectional or sexual orientation, disability, source of lawful income or source of lawful rent payment (including Section 8) by all persons including real estate agents or brokers, financial institutions, Property Owners, landlords, or building superintendents, and their agents and employees with respect to the sale, rental or lease of real property, listing or advertising of real property, receipt or transmittal of offers to purchase or rent real property, application and terms of a mortgage or other loan.

B. Program Terms

One to four-family residential rental units located in the Township of Hamilton are eligible for assistance of up to **$15,000/unit** to repair or replace any failing or deteriorated major system and otherwise remove all health and safety violations. At the Program Administrator's discretion, the maximum assistance of $15,000 may be exceed on a case-by-case basis.

Title searches and property appraisals will be required to determine if there is sufficient equity in the property to cover the value of the loan. The Property Owner will be expected to pay for the costs of the title searches and provide up to date property appraisals. In addition to the interest free, forgivable loan, a ten-year restrictive covenant will be used to keep the contract rents affordable and limit tenancy to income-eligible households in those rental units that receive assistance. The loan will be forgiven at the end of the ten (10) year restriction period from the date the units are certified as standard. There are no monthly payments. The deed restriction will be recorded in the county deed book.

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[1] https://www.hud.gov/program_offices/fair_housing_equal_opp/FHLaws

[2] http://www.nj.gov/dca/divisions/codes/publications/pdf_uhac/

[3] http://www.nj.gov/dca/divisions/codes/publications/pdf_regs/chapter96.pdf

[4] http://www.nj.gov/dca/divisions/codes/publications/pdf_regs/chapter97.pdf

C. Sources of Funds

The Program is funded by the Township's Affordable Housing Trust Fund.

D. Regulatory Objectives and Compliance

In order to be considered an eligible use of the Township's Affordable Housing Trust Fund, the Program must comply the Regulations, including

- Each assisted unit must meet or exceed New Jersey State Housing Code, N.J.A.C. 5:28. Projects that require the issuance of a construction permit pursuant to the Uniform Construction Code, the unit must also comply with the requirements of the Rehabilitation Subcode, N.J.A.C. 5:23-6. In these instances, the more restrictive requirements of the New Jersey State Housing Code or the Rehabilitation Subcode shall apply;
- Each unit must require the complete the replacement or substantial repair of at least one major system;
- Landlords must agree to restrict the units for occupancy by households that have been certified as income eligible at affordable rents pursuant to N.J.A.C. 5:97-9; and
- The advertisement of vacant units assisted by the Program must be done in accordance with the Township's Affirmative Marketing Plan.

E. Summary of Program

Characteristic	Rehabilitation Assistance Program
Funding Limit	$15,000 per unit
Eligible Homes	1- to 4-family rental properties
Program Objective	Bring all assisted units up to Uniform Construction Code, New Jersey State Housing Code, N.J.A.C. 5:28 and Rehabilitation Subcode, N.J.A.C. 5:23-6, as applicable.
Target Area	Township-wide
Affordability Controls	Interest-free, forgivable loans secured by a Mortgage, Note and Restrictive Covenant. Loans will be forgiven at the 10-year anniversary of the units being certified as standard. Existing and future tenants must be certified as income-eligible. Rents must remain affordable throughout the affordability period.
Funding Source	Local Affordable Housing Trust Fund
Income Limits	NJ COAH Region 4 Income Limits (updated annually)

II. General Program Information

This section describes the assistance program; the goals and objectives and how families and homes qualify for participation in them.

A. Eligible Properties

One- to four-family rental properties are eligible for assistance of up to $15,000 per unit to repair or replace any failing or deteriorated major system. In order to be eligible for assistance, there must be a reasonable expectation of bringing each assisted unit up to New Jersey State Housing Code (N.J.A.C. 5:28) and Rehabilitation Subcode (N.J.A.C. 5:23-6) within the available funding and owner contributions, if necessary. At the Program Administrator's discretion, the maximum assistance of $15,000 may be exceed on a case-by-case basis.

For a unit to be eligible for Program assistance, the current tenant must be certified to be income eligible. If it is determined by the Program that a tenant household is not income-eligible, their unit cannot be assisted by the Program. It is not required that **all** units on a given rental property be eligible for assistance. The Program may provide assistance for units occupied by income-eligible tenants as well as vacant units. An owner-occupied unit can also receive assistance from the Program if the owner's household is determined to be income-eligible. The owner will be required to provide a pro-rated portion of the rehabilitation cost for any improvements that benefit units determined to be ineligible for direct assistance (i.e., roof, sewer line, etc.).

B. Eligible Households

The Program has elected to use HUD's income verification process known as 24 CFR Part 5 for determining income eligibility. This system for determining eligibility **evaluates the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.** Detailed information on determining eligibility is provided in the section of this manual entitled Income Eligibility Determinations.

Tenant households must all be evaluated at the time of application in order for their unit to be eligible for Program assistance. All future tenants of assisted units will be required to be certified as income-eligible by the Township's Administrative Agent.

C. Restrictions on Rents

Rental units assisted by the Program will be restricted to occupancy by tenants certified to be income-eligible for an affordability period of ten (10) years. In addition, rents will be maintained at a rate that makes them affordable to households earning 60% of the regional median income limit by household size and in accordance with N.J.A.C. 5:80-26. In situations where assisted units are occupied at the time of rehabilitation, future rent charged to those tenants will be set at the lessor of the current rent or the maximum allowable rent pursuant to N.J.A.C. 5:97-9 and N.J.A.C. 5:80-26. Rent increases throughout the period of affordability will be limited to the annual rent increases issued by the New Jersey Council on Affordable Housing.

D. Income Limits

The Income Limits used to determine Program eligibility are published annually by the New Jersey Council on Affordable Housing. They divide the State into multiple geographic regions and provide limits for various household sizes. Hamilton Township is part of "Region 4" – Mercer, Middlesex and Monmouth Counties. The income level that establishes eligibility for the Program is 80% (or less) of Area

Median Income. Eighty (80%) of median income is referred to as Moderate Income on the chart. The current Council on Affordable Housing Income Limits are attached to this Manual as Appendix A.

E. Other Eligibility Requirements

- The property is **located within the Township of Hamilton** and has a deed recorded in Mercer County.
- The property consists of **one to four-family residential units**, one of which may be occupied by the Property Owner. All rental units must comply with the land use regulations of the Township of Hamilton.
- **Property taxes and mortgage payments** for the subject property must be current.
- **Water and sewer utility bills** must be current.
- **Property Insurance and Flood Insurance (if applicable)** must be current.
- The owner's **equity** in the property must be greater than the maximum amount of assistance that could be made available by the Township for home improvements. For the sake of this rule, the market value of the property will be calculated using the Township's assessed value divided by the equalization ratio.
- In the event the initial inspection reveals an extraordinary degree of property deficiencies that are of a serious nature, an evaluation will be made as to the feasibility of investing Program funds into the property. If this evaluation reveals that the amount of rehabilitation required on the property will be 75% of the value of the property after rehabilitation, the Administrator will have the discretion to disqualify the applicant and therefore, target the limited Program resources to other qualified properties.
- The applicant has not previously defaulted on a loan or loans to the Township of Hamilton.

F. Ownership and Occupancy

Proof of ownership of the property and its use as a principal place of residence (if an owner-occupied property) must be established by the following:

1. Copy of Deed;
2. Copy of Declaration page from Property Insurance;
3. Copy of Real Estate Tax Bill with Proof of Payment; and
4. Copy of Flood Insurance, if within 100-year flood plain.

G. Certification of Substandard

In order to be eligible for the Program, *at least* one major system in each assisted unit, must be in need of replacement or repair. A major system in need of repair or replacement is therefore considered to be *substandard*. The certification of substandard is prepared by the Program Inspector for each unit to be assisted at the time of the comprehensive inspection.

For the purposes of the Program, the following components of a dwelling are considered "major systems."

- Roof;
- Plumbing (including wells and connections to public water systems);
- Heating;
- Electrical;
- Sanitary plumbing (including septic systems and connections to public sewer systems);
- Load bearing structural systems;
- Removal of "control" of lead-based paint hazards; or
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors).

H. Certification Existing Conditions

A Program Inspector will visit each home to document existing conditions.

I. Eligible Improvements

The primary purpose of the Program is to provide decent, affordable housing for low- and moderate-income households. Therefore, Program funds will be available to address quality of life housing issues, correct existing and incipient code violations, minimize the risk of poisoning from lead–based paint and correct weatherization deficiencies as identified in the project's Work Write-Up with detailed specifications.

Housing rehabilitation funds may be used only for repairs or system replacements necessary to bring a substandard unit into compliance with municipal health, safety and building codes, correct applicable code violations, as well as any other work that is reasonable and deemed necessary or is related to the necessary repairs.

The related work may include, but not be limited to the following:

- Interior trim work;
- Interior and/or exterior doors;
- Interior and/or exterior hardware;
- Window treatment;
- Interior stair repair;
- Exterior step repair or replacement;
- Porch repair;
- Wall surface repair;
- Painting;
- Exterior rain carrying system repair;

J. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited. Rehabilitation work performed by Property Owners shall not be funded under this program. The cost of removing any illegally converted living space (e.g., illegal bedrooms in the basement) are not eligible for assistance.

Only required repairs to units occupied by income eligible households will be funded through the Program. If the Property Owner desires work not fundable through the program, including work on an owner-occupied unit of a rental property, work on a non-eligible rental unit in a multi-unit building or improvements not covered by the program, such work may be added to the work write-up if the Property Owner provides funds to be deposited with the Township prior to the commencement of the rehabilitation of the property equivalent to (110 percent) of the estimated cost of the elective work. Any remaining funds at the time of the issuance of a certificate of completion/occupancy will be returned to the Property Owner with accrued interest.

K. Loan Amount and Terms

The entire cost of repairs and improvements made through this program, up to the Program maximum (see below), will be paid directly by the Program to the contractor. That amount will then become a forgivable loan to the Property Owner. Loans will be interest-free, deferred payment loans secured by a secondary mortgage or other instrument on the property being repaired. The principal will remain unchanged and will be forgivable at the end of the term. If the Property Owner adheres to the affordability controls, 10% of the loan is forgiven each year for ten years, after which the full amount is forgiven.

The maximum amount of Program assistance will be determined by the owner household's gross annual income using a sliding scale. The maximum amount of Program funding to be provided will be $15,000/unit.

Household Gross Income as a Percentage of Program's Adopted Area Median Income Limit by Household Size	Percentage of Eligible Construction Costs Provided by the Program
Above 80% of Median Income Limit	50%
Between 60% and 80% of Median Income Limit	62%
Between 50% and 60% of Median Income Limit	75%
Between 40% and 50% of Median Income Limit	87.5%
Less than 40% of Median Income Limit	100%

In some cases, the maximum assistance of $15,000 can be exceeded by ten percent (10%), if in the opinion of the Township; the need for rehabilitation justifies that extension. If cost of repairs exceeds the specific maximum grant amount (plus additional 10 % override in cases), then any cost of repairs to be undertaken will be the responsibility of the applicant. If an applicant is eligible for assistance, but the amount made available will be less than the contract amount, the applicant must provide the balance of funds. Program funds will provide a percentage of the cost of repairs and the applicant will be responsible for the remaining cost of the repairs to be undertaken.

In the case of a Property Owner who is eligible for a full (100%) contribution toward the construction costs ($15,000 maximum); a contract will be drawn up as long as the amount of Program funding is sufficient to finance all necessary repairs. If the total estimate cost exceeds the funding amount available, then, the Property Owner will be advised of the amount of monies which will be needed to satisfy the cost difference. Should the Property Owner not have the means or funds to accomplish all repairs, the Program Administrator in conjunction with the Property Owner will prioritize the list of repairs putting life, safety, and code issues before aesthetic improvements through a lending institution or private source.

NOTE: A CONSTRUCTION AGREEMENT MAY NOT BE SIGNED BY PARTIES INVOLVED UNTIL PROOF OF THE SECURAL OF THESE MATCHING MONIES IS SUBMITTED IN WRITING TO THE OFFICE OF HOUSING BY THE PROPERTY OWNER.

In the case of the Property Owner who is eligible for Program assistance which will subsidize a percentage of the cost of the repair of his/her home; the Property Owner is advised the total projected cost of specified repairs, he/she is advised of the amount which will be subsidized by Program funding, and is advised of the balance of the repair cost for which he/she will need to secure personal funding for the supplementation of Program funding for the total job.

L. Loan Subordination

The Township will consider requests to subordinate the program mortgage to subsequent financing or refinancing. In all cases, the Property Owner must supply information listed in the Program's "Subordination Request Check List," which includes information on the new financing terms, recent appraisal of the value of the property and intended uses of the proceeds of any new financing. This and other relevant documentation required by the program will be reviewed by the Township solicitor, who will make a recommendation to Hamilton Township Council on the advisability of granting the subordination request.

M. Borrowers Agreement and Terms

The Township will enter into an Agreement with the Borrower that specifies the terms and conditions of the funds to be made available through the Program, including reference to a Work Write-Up and Cost Estimate, which will be attached and made part of the Construction Agreement. Included in the Borrower's Agreement will be the requirement that the Borrower sign a Mortgage, Note and Restrictive Covenant. The Mortgage and Restrictive Covenant will be recorded with the County Clerk and will serve as the appropriate security device for Program funds.

Copies of the Borrower's Agreement and form of Mortgage, Note and Restrictive Covenant to be used in implementing the Program are attached and made part of this Manual.

III. Overview of Administrative Process

The following is intended to provide a brief overview of a typical home rehabilitation. Details on each of these steps can be found elsewhere in this Manual.

1. Application package is received. If incomplete, notice is sent to application. There are no application fees associated with the program
2. Case Manager reviews the application package and determines eligibility. Property Owners reviews and signs Borrowers Agreement.
3. Program Inspector visits the home; performs a comprehensive inspection and lead-based paint risk assessment (if necessary). Certification of Substandard conditions is completed.
4. Work write-up is prepare by the Program and reviewed by the Property Owner, along with contractor list.
5. Job is placed out to bid.
6. Bids are received, evaluated by Case Manager and Program Inspector.
7. Township awards bid.
8. Loan closing is conducted. Construction agreement and all affordability controls are executed.
9. Contractor is given authorization to proceed.
10. Contractor obtains permits (as necessary).
11. Construction Phase begins.
12. Inspections are performed. Up to 2 progress payments are made.
13. Permits are closed out. Final Inspection is conducted. Certification of Standard is completed.
14. Contractor provides warranty information and signs Release of Liens.
15. Final Payment is made.
16. Case is closed-out.

A. Marketing

As necessary, the Program will undertake various marketing initiatives to identify potential applicants. While most marketing efforts will attempt to reach all residents in the Township, the Program will also target special populations, including, but not limited to: civic associations; senior groups; and religious institutions.

All marketing initiatives will – at a minimum – include the following information:

- Length of the affordability controls (lien);
- Circumstances that require the assistance to be repaid;
- A statement that eligibility is limited to low and moderate income families;
- A statement that rents on assisted units will be restricted for ten (10) years;
- The maximum assistance amount;
- Examples of eligible improvements; and
- The types of structures eligible for assistance.

Whenever feasible and appropriate, marketing materials will be presented in both Spanish and English.

B. Income Eligibility Determinations

In order to be eligible for assistance, households in each unit to be assisted must be determined to be income eligible. All adult members, 18 years of age and older, of the owner household must be fully certified as income-eligible before any assistance will be provided by the Program. The Program has elected to use HUD's income verification process known as Part 5. This system for determining eligibility is the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

What is Considered Income

The following sources of income will be included in the income eligibility determination for each household:

	Statement from HUD 24 CFR 5.609 paragraph (b) (March 8, 2016)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used

	Statement from HUD 24 CFR 5.609 paragraph (b) (March 8, 2016)
	as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);
6. Welfare Assistance	Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments: (A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and (B) Are not otherwise excluded under paragraph (c) of this section. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus (B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

	Statement from HUD 24 CFR 5.609 paragraph (b) (March 8, 2016)
8. Armed Forces Income	All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

What is Not Considered Income

The following income sources are not considered income and will not be included in the income eligibility determination.

	Statement from HUD 24 CFR 5.609 paragraph (c) (March 8, 2016)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property .
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
7. Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. Self-Sufficiency Program Income	Amounts received under training programs funded by HUD. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for

	Statement from HUD 24 CFR 5.609 paragraph (c) (March 8, 2016)
	performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
9. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
10. Reparations	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
11. Income from Full-time Students	Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household or spouse).
12. Adoption Assistance Payments	Adoption assistance payments in excess of $480 per adopted child.
13. Social Security & SSI Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
14. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
15. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
16. Other Federal Exclusions	Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including: The value of the allotment made under the Food Stamp Act of 1977; Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions); Payments or allowances made under the Department of Health and Human

Statement from HUD 24 CFR 5.609 paragraph (c) (March 8, 2016)

Services' Low-Income Home Energy Assistance Program;

Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance programs;

Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program);

Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments;

The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;

Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps);

Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990;

Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and

Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

C. Proof of Income

In order to fulfill the documentation requirements of the Program, all members of the applying household, eighteen (18) of age or over, must provide copies of the following documents with their application:

- Four most current pay stubs for each household member who receives income from employment and is 18 years of age or over if applicable;
- A signed copy of regular IRS Form 1040 (Tax computation form), 1040A or 1040EZ (as applicable) and state income tax returns filed for the last year prior to the date of interview or notarized tax waiver letter for respective tax year(s);
- Social Security, Disability and SSI Benefit Statements or Pension Benefits statement if applicable.

- Social Security Cards for each household member.
- Receipt for property taxes.
- Copy of current Property Owner's insurance declarations page (not the policy or receipt).
- A letter or appropriate reporting form verifying any other sources of income claimed such as alimony and child support. This includes separation agreement or divorce papers signed by the presiding judge;
- Reports from the last two consecutive months that verify income from assets to be submitted by banks or other financial institutions managing trust funds, money market accounts, certificate of deposit, stocks or bonds. Examples include copies of all interest and dividend statements for savings accounts, checking accounts, and investments;
- Recorded deed to the property to be assisted;
- Evidence or reports that verify assets such as real estate or businesses owned by any household member;
- If you are a widow or widower, copy of Death Certificate should be included;
- Copy of your most current property tax assessment;
- Signed Eligibility Release form, signed Inspection Acknowledgment and signed Financial Privacy Act Notice

The income of households renting or intending to rent an assisted rental unit must also complete an application and provide documentation to verify their income.

IV. Work Write-up, Contractor Selection, Bidding & Awarding Bids

Property inspections will be performed by the Township of Hamilton staff in the Department of Community Planning & Compliance and/or contracted inspector(s). In consultation with the Property Owner, the estimator/inspector(s) will perform detailed inspections of the property, outlining deficiencies and the method to correct deficiencies through the form of a Work Write-Up with detailed specifications. Based on the Work Write-Ups, Cost Estimates will be prepared for use by the Program and the Property Owner in evaluating contractor bids. The Program will employ the services of a certified lead-based paint risk assessor to perform an assessment of any properties built before 1978 to identify any hazardous lead-based paint conditions.

A. Eligible contractors

The Township, on behalf of the Property Owners, will solicit bids from eligible rehabilitation contractors on the Approved Municipal Contractor list. To be placed on the Approved Contractor list, a contractor must:

- Complete an application
- Provide references
- Furnish evidence of a valid current insurance policy that protects the Property Owner for not less than $100,000/$300,000 in the event of bodily injury, including death, and $100,000 in the event of property damage arising out of the work performed by the contractor
- Carry or require that there be carried full and complete Workmen's Compensation Insurance for all of his employees and those of his sub-contractors engaged in the work. All insurance certificates must be provided to the Residential Rehab Program before any awards are given.
- Provide a State of New Jersey Business Registration Certificate and Home Improvement Contractor's registration and any other relevant documentation requested by the Program staff
- Have an EPA Renovation Repair and Paint (RRP) Certification for any properties identified as having lead-based paint hazards.

The Township will determine whether a contractor is on a State or Federal debarred list. The contractor must also comply with other appropriate regulations established by the Township of Hamilton and State of New Jersey.

B. Bid openings and Contractor Selection

The Department of Community Planning & Compliance will receive bids prior to a date and time specified for a bid opening. The bid opening will be open to the public. Completed Bid Packages may be submitted via Fax, via Email, hand delivered, or mailed to the Township as instructed in the Bid Instructions issued to all contractors.

Bid prices must include all permits, licenses, labor, materials, fixtures and equipment necessary for the satisfactory completion of the rehabilitation of the property identified in the Work Write-up. Normally, bids will be sought in blocks of 3 to 5 properties so that contractors will have reasonable workloads and greater opportunity to submit more cost-effective proposals.

Program staff will review the proposals and provide the Property Owner with a list of contractors who have submitted eligible bids for the work. Eligible bids will be those that:

- Satisfy the specifications of the Work Write-Up
- Have no math errors
- Have been submitted by an eligible contractor
- Are no more than 10% above or 20% below the Program Cost Estimator's final cost estimate for the work, unless an exception has been recommended by the Cost Estimator and approved by the Program Administrator.
- Have been submitted by a contractor who, in the opinion of the Program Administrator, has the ability to perform the designated tasks within a responsible period of time as is specified in the Contract documents.

The Property Owner will then select a contractor from the list of eligible bids. Generally, the lowest-responsible bid will be accepted and be nominated for award. If the Property Owner selects a contractor other than the contractor who submitted the lowest eligible bid, the Property Owner will provide, prior to the start of work, the difference between the lowest eligible bid and the selected bid. The amount provided by the Property Owner will be placed in escrow with the Program.

The Property Owner will be required to execute the contract documents with the selected Contractor. **(See Section V Loan Closings and Construction Agreements).**

C. Contractor Performance

Timeliness and quality of work: It is expected that contractors will complete all work within the time period specified in their contract with the Property Owner and provide work that, at a minimum, meets the Program's Rehabilitation Standards. The time allowed for completion of work will be established by Program staff prior to the start of construction and will be based on the amount and complexity of the work to be done.

Probationary period: Contractors who have not had prior working experience with the Township will not be awarded more than one rehabilitation contract until one property is complete and satisfactory. At such time that a track record has been established that demonstrates work in a timely, professional and workmanlike manner that complies with the Program's Rehabilitation Standards, the contractor's probationary period will be over and a larger scope of work may be awarded. Contractors who have a favorable performance record with the Township may be awarded up to three projects from one bid opening, based on work schedule and potential to complete the projects in a timely manner.

Contractor disqualification: It should be noted that contractors that receive poor references from program staff, Property Owners, businesses or other government agencies, may be kept from participating in the program or placed or replaced on probationary status. Other factors that will be considered in determining eligibility and continued program participation are:

- Failure to make payments to sub-contractors
- Debarment from any government program

- Failure to complete punch lists or respond to reasonable Property Owner complaints as determined by the Program staff
- The use of alcohol or drugs during the course of work by the contractor or any sub-contractor or anyone in the employ of a contractor or sub-contractor
- Reports of theft, malicious damage or burglary to any property while participating in the Residential Rehab Program
- Indictment of any criminal offense
- Failure to comply with the laws and ordinances of the municipality
- Continued failure to obtain permits before the start of work
- Abusive and vulgar language and behavior during the course of work
- Threats or harassment made to any person during the course of work.

In the event that a contractor, sub-contractor or employee of such violates any of the provisions of this section CONTRACTOR SELECTION PROCEDURES, the Program Administrator may disqualify the contractor or sub-contractor from future participation in the Program.

Replacement contractor: If a situation arises where a rehabilitation project has been begun and the contractor must be removed from, or refuses to complete a project, the work write-up will be revised to describe the balance of work needed on the hope and will be put out to bid. Should the replacement contractor's cost to complete the rehabilitation be higher than that of the original contractor, the original contractor will be responsible for the difference. That cost will not be passed along to the Property Owner.

V. Loan Closings and Construction Agreements

Loan Closings will be conducted at the Township of Hamilton offices and attended by the Program Administrator, the Property Owner and Contractor. At the Loan Closing, the Property Owner will be provided with copies of the Construction Agreement, Mortgage, Note and Restrictive Covenant for review.

A. Mortgage, Mortgage Note & Restrictive Covenant

The Program Administrator will start the Loan Closing by reviewing the rules outlined in the Mortgage, Mortgage Note and Restrictive Covenant with the Property Owner to help insure their understanding. The Property Owner will then be asked to sign the documents and the Notice of Right of Rescission. A signed copy of each of these documents will be left with the Property Owner and the originals will be filed in the Program Case File.

B. Construction Agreement

All cases will have an executed Construction Agreement between the Contractor and Property Owner. The Program Administrator will ask both parties to review and execute the Construction Agreement at the Loan Closing after the Mortgage, Note and Restrictive Covenant have been signed. The Contractor will be requested to list Subcontractors to be engaged for the project. The Construction Agreement includes a variety of protections for both the Property Owner and Contractor, including, but not limited to:

- Dates by which the Contractor must begin and have completed the scope of work;

- Payment procedures;
- End of Work Day requirements and provisions; and
- The complete work specifications issued in the bid package and bid from the Contractor.

Both the Property Owner and Contractor will be left with a signed copy of the Construction Agreement. Once signed, the Inspector will encourage the Contractor to discuss the scheduling of the job. If the specifications allow for the Property Owner's choice on any items in the scope (i.e., roof shingle colors), the Inspector will review those items with both to facilitate dialog and decision-making.

On the 4th business day after the loan closing, the Program will issue to the Contractor a written Notice to Proceed.

C. Inspections

Unless otherwise noted, all inspections are completed by Township staff or contracted professionals such as a Lead Risk Assessor. Inspections are conducted at various points in a home's rehabilitation. Six (6) types of inspections will be completed during the course of any project:

Lead Risk Assessment are completed for any home built prior to 1978 to identify any hazardous lead-based paint.

Comprehensive Inspections are completed to assess the rehabilitation needs of every home. All major systems of a home are evaluated during the comprehensive inspection. A checklist of all major home components is used in order to ensure that every aspect of the home is evaluated during the comprehensive inspection.

Progress/Payment Inspections are performed during the construction process to assess the contractor's level of completion and to ensure their strict adherence to the home's work write-up and specifications. A home will receive one or more Progress/Payment Inspections. Payments for rehabilitation work will not be made without an inspection that physically verifies the satisfactory completion of all work.

Permit Inspections. Permit inspections are completed by the Township's construction code officials in order to ensure building code compliance with any work items that required a Township construction permit.

Final Inspections are done after any necessary permit inspections have been completed with a satisfactory result. Final Inspections are done to certify the completion of the construction phase and the completion of all contracted work items.

Lead Clearance Test are performed at the conclusion of construction on units that had identified lead-based paint hazards during the Lead Risk Assessment. The purpose of the Lead Clearance Test is to ensure that the Contractor properly cleaned all surfaces of lead dust.

D. Permits & Permit Inspections

As outlined in the General Conditions of the Bid Package, Contractors are responsible for obtaining, paying for and scheduling the inspection of all necessary permits on a job. No final payments will be eligible for processing until copies of all closed permits have been submitted by the Contractor to the Program.

E. Contractor Payment

Contractors can only be paid for work that has been completed. No "upfront" payments will be made by the Program to a Contractor. For projects with initial rehab costs of more than $20,000, a contractor can request a **progress payment** of 50% of the contract amount after completing work that equates to at least 50% of the project cost. If satisfactory progress has been made at the time of the request, the Program will approve a progress payment.

Upon contract signing, the Township will prepare a Township Requisition which will authorize the preparation of a Purchase Order for the project. Contractors will be requested to sign the Purchase Order and return to the Township.

For all payments, checks will be made payable directly to the contractor. Final payment will be made following a Letter of Completion from the Program. The Letter of Completion will be issued when:

- All Write-Up work has been completed according to Program Rehabilitation Standards, as verified by Program rehab staff;
- The Property Owner has signed a form stating that he/she is satisfied with the work OR the Program Administrator determines that the owner's refusal to sign a completion form is not warranted;
- Lead hazard clearances, if any, have been received;
- Copies of all warranties have been received by the Property Owner and the Program.

F. Resolution of Disputes

Should any dispute arise respecting the true meaning of the Work Write-Up, or should any dispute arise respecting the true value of the extra work or of the work omitted, or of improper workmanship or materials, or of any loss sustained by the Property Owner, the Property Owner may request a hearing before the Municipality. Such request must be made in writing to the Program Administrator and shall state the nature of the dispute. All parties to the dispute shall be notified in writing of the date and location of the hearing. An arbitration committee, consisting of three members shall convene and the final decision rests with the arbitration committee, with no further recourse on the part of the Property Owner.

G. Lead Based Paint Provisions

All Program assisted homes constructed prior to 1978 will be tested for lead-based paint hazards, and if applicable, be inspected by a risk assessor. Housing rehabilitation exemptions from lead-based paint regulations are as follows:

- Residential structures built after January 1, 1978
- Emergency action activities
- Properties found not to have lead-based paint during earlier testing that meets the requirements of prior evaluations
- Properties where all lead-based paint has been identified and removed using approved methods
- Rehabilitation that does not disturb paint

At the appropriate time, the Program will provide the Property Owner and any tenants with copies of the following:

- Lead Hazard Information Pamphlet
- Property Owner Disclosure (distributed to owners of a unit known to contain lead-based paint or lead-based paint hazards for disclosure to tenants or prospective purchasers)
- Notice of Lead Hazard Evaluation or Presumption
- Notice of Lead Hazard Reduction Activity including Clearance

Both Notices of Lead Hazard Evaluation and Lead Hazard Reduction will be provided to the occupants within 15 calendar days of the date the Program receives the evaluation report or the date the lead hazard reduction work is completed.

It is important to note that the Program will not commit or expend any federal funds on the rehabilitation of rental units. Therefore, it is not required to company with any Federal regulations concerning the lead-based paint. The Township has developed its own policy to reduce the likelihood of lead-based paint poisoning. Specifically, the Program has elected to remove and/or control hazardous lead-paint. At no point will the construction budget trigger a full lead abatement of any unit.

Program Policy Concerning Lead-Based Paint	
Amount of Program Assistance	Any amount of assistance
Approach to Lead Hazard Evaluation and Reduction	Identify and control lead hazards
Notification	Yes
Lead Hazard Evaluation	Paint Testing of surfaces to be disturbed by rehabilitation and a Risk Assessment of entire unit
Lead Hazard Reduction	Interim Controls Safe work practices Clearance of unit

A lead hazard evaluation will consist of one or more of the following:

- Visual Assessment performed by a Program Inspector
- Paint Testing performed by a Certified Inspector/Risk Assessment (or Lead Hazard Screen) performed by a Certified Risk Assessor

The lead hazard reduction will always include safe work practices and clearance and will also include one or more of the following:

- Paint Stabilization; or
- Interim Controls (or Standard Treatment).

Any properties not inclusive of the aforementioned exemptions and applying for program assistance will be inspected by the appropriate professional to identify and evaluate lead hazards. If hazards are identified, the program will then determine the following:

- Required level of lead hazard reduction
- What methods will be used to reduce or eliminate the hazards
- Whether or not relocation of occupants is necessary

The occupants will be notified of the Program's determination. The decision to relocate occupants during work construction is determined by the extent of the rehabilitation and lead hazard reduction work as outlined in New Jersey Administrative Code Title 5 Chapter 17.

Prior to the rehabilitation and lead based paint hazard work going out to bid, the Program will determine the type of contractor needed to complete the work required. The Program staff, Property Owner and contractor(s) awarded the job will review the key aspects of the lead hazard reduction during the pre-construction conference.

The awarded contractor(s) will perform safe work practices at all times which includes but is not limited to:

- Occupant protection
- Work site preparation
- Daily cleanup
- Safe work practices
- Worker protection

Occupants will be notified of any lead-hazard reduction measures that were taken. Subsequent to the program's final inspection, the Lead-based Paint Inspector will conduct a clearance examination including dust samples to confirm the unit is safe for occupancy and that lead hazard reduction was performed according to the Program's work specifications.

VI. Project Certification / Appeals / Rental Units

A. Certification of Standard

At the conclusion of the rehabilitation process, it is mandatory that all units assisted by the Program are both eligible for and receive a Certificate of Standard (also known as a Certificate of Acceptance). This document certifies that all of the unit's major systems are in good working order and that no violations of

the BOCA rehabilitation code; UCC and HQS or the Township's property maintenance code exist. The Certification of Standard will be completed by the Township's Department of Building Inspections.

B. Illegal Improvements Found During Inspections

If potentially illegal improvements are found by the Program such as potentially illegal basement apartments or bedrooms, the situation is to be brought to the attention of the Program Administrator. The Program Administration should then advise Township enforcement personnel, such as zoning and housing inspectors. In the event illegal conversions are found, the case will be immediately placed on hold until such time as the Property Owner has fully complied with all zoning and building code violations that were violated by the illegal conversion.

C. Appeals

Appeals shall be made in writing to the Executive Director of the Council on Affordable Housing (COAH), 101 South Broad Street, P.O. Box 813, Trenton, New Jersey 08625. The Executive Director's written decision, which shall be made within 15 days of receipt of an appeal, shall serve as the final decision on the appeal.

D. Administration of Rental Units

For rental units, in addition to the mortgage and mortgage note, the controls on affordability shall be in the form of restrictive covenant. If the rental unit is vacant at the time of rehabilitation or at any time prior to the end of controls on affordability, the deed restriction shall require the unit to be affirmatively marketed pursuant to the N.J.A.C. 5:80-26.15 and rented at an affordable price to a household with a total housing income at or below 60% of area median income by household size.

Program requirements for rental units are:

- All conditions that apply to an owner-occupied unit
- Only eligible households with a total housing income at or below 80% of area median income by household size are eligible to rent a rehabilitated rental unit
- Rents must be set at an affordable level at the completion of the rehabilitation and maintained at a level that is affordable per COAH regulations throughout the 10-year affordability period
- The rental unit must be inspected at least once every three years by the Program.
- All vacancies must be Affirmatively Marketed (5:80-26.15)

E. Calculating Initial Affordable Rents

The initial maximum affordable rent for a rehabilitated unit is determined by the program staff based on several NJ COAH rules and regulations. All initial rents will be set based on 60% of the median income for the household size appropriate to the sized unit (N.J.A.C. 5:80-26.3 (d)). Thirty percent (30%) (N.J.A.C. 5:80-26.12 (a)) of that figure is considered the "maximum base rent." Subtracted from the maximum base rent is the cost of all tenant-paid utilities as defined and calculated by the HUD Utilities Allowance figures (updated annually). The remainder becomes the maximum initial rent for that unit. Program staff can provide potential applicants/landlords with a reasonable estimate of what the maximum base rent will be on their rental unit if they elect to participate in the program.

F. Calculating Rent Increases

Rents in rehabilitated units may increase annually based on N.J.A.C. 5:97-9. This rule allows a small percentage increase (usually based on the Consumer Price Index) to be applied to the previous year's rent.

The income of households renting or intending to rent an assisted rental unit must also complete an application and provide documentation to verify their income, including:

- Determination of Tenant Household Composition & Income, Applicant/Tenant Certification, and Home Program Eligibility Release forms completed, signed and initialed, where applicable.
- A current lease between the landlord and tenant household. Last three months of rental receipts or rental log;
- Pay stubs for the current year for each household member who receives income from employment and is 18 years of age or over if applicable;
- Social Security, Disability and SSI Benefit Statements, if applicable; and Social Security Cards for each household member.

Appendix A

Appendix A

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 2018

2018 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents**	Max Increase Sales***	Regional Asset Limit****
Region 1	Median	$63,597	$68,140	$72,682	$81,767	$90,853	$94,487	$98,121	$105,389	$112,657	$119,926			
Bergen, Hudson,	Moderate	$50,878	$54,512	$58,146	$65,414	$72,682	$75,589	$78,497	$84,311	$90,126	$95,940	2.2%	5.52%	$175,679
Passaic and	Low	$31,798	$34,070	$36,341	$40,884	$45,426	$47,243	$49,060	$52,695	$56,329	$59,963			
Sussex	Very Low	$19,079	$20,442	$21,805	$24,530	$27,256	$28,346	$29,436	$31,617	$33,797	$35,978			
Region 2	Median	$66,755	$71,523	$76,291	$85,828	$95,364	$99,179	$102,993	$110,622	$118,252	$125,881			
	Moderate	$53,404	$57,218	$61,033	$68,662	$76,291	$79,343	$82,395	$88,498	$94,601	$100,705	2.2%	1.22%	$182,955
Essex, Morris, Union and Warren	Low	$33,377	$35,762	$38,146	$42,914	$47,682	$49,589	$51,497	$55,311	$59,126	$62,940			
	Very Low	$20,026	$21,457	$22,887	$25,748	$28,609	$29,754	$30,898	$33,187	$35,475	$37,764			
Region 3	Median	$75,530	$80,925	$86,320	$97,110	$107,900	$112,216	$116,532	$125,164	$133,796	$142,428			
Hunterdon,	Moderate	$60,424	$64,740	$69,056	$77,688	$86,320	$89,773	$93,226	$100,131	$107,037	$113,942	2.2%	2.37%	$205,458
Middlesex and	Low	$37,765	$40,463	$43,160	$48,555	$53,950	$56,108	$58,266	$62,582	$66,898	$71,214			
Somerset	Very Low	$22,659	$24,278	$25,896	$29,133	$32,370	$33,665	$34,960	$37,549	$40,139	$42,728			
Region 4	Median	$69,447	$74,407	$79,368	$89,289	$99,209	$103,178	$107,146	$115,083	$123,020	$130,956			
Mercer,	Moderate	$55,557	$59,526	$63,494	$71,431	$79,368	$82,542	$85,717	$92,066	$98,416	$104,765	2.2%	5.19%	$186,616
Monmouth and	Low	$34,723	$37,204	$39,684	$44,644	$49,605	$51,589	$53,573	$57,541	$61,510	$65,478			
Ocean	Very Low	$20,834	$22,322	$23,810	$26,787	$29,763	$30,953	$32,144	$34,525	$36,906	$39,287			
Region 5	Median	$61,180	$65,550	$69,920	$78,660	$87,400	$90,896	$94,392	$101,384	$108,376	$115,368			
Burlington,	Moderate	$48,944	$52,440	$55,936	$62,928	$69,920	$72,717	$75,514	$81,107	$86,701	$92,294	2.2%	5.05%	$161,977
Camden and	Low	$30,590	$32,775	$34,960	$39,330	$43,700	$45,448	$47,196	$50,692	$54,188	$57,684			
Gloucester	Very Low	$18,354	$19,665	$20,976	$23,598	$26,220	$27,269	$28,318	$30,415	$32,513	$34,610			
Region 6	Median	$51,085	$54,734	$58,383	$65,681	$72,979	$75,898	$78,817	$84,655	$90,494	$96,332			
Atlantic, Cape	Moderate	$40,868	$43,787	$46,706	$52,545	$58,383	$60,718	$63,054	$67,724	$72,395	$77,066	2.2%	0.00%	$136,680
May, Cumberland,	Low	$25,543	$27,367	$29,192	$32,840	$36,489	$37,949	$39,409	$42,328	$45,247	$48,166			
and Salem	Very Low	$15,326	$16,420	$17,515	$19,704	$21,894	$22,769	$23,645	$25,397	$27,148	$28,900			

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

**This column is used for calculating the pricing for rent increases for units (as previosuly calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 is 2.2% (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, or 2017 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

Note: Since the Regional Income Limits for Region 6 in 2017 were higher than the 2018 calculations, the 2017 income limits will remain in force for 2018 (as previously required by N.J.A.C. 5:97-9.2(c)).



HAMILTON TOWNSHIP

MERCER COUNTY, NEW JERSEY

TOWNSHIP OF HAMILTON OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM POLICIES AND PROCEDURES MANUAL

January 2019

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Neighborhood Preservation

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Township of Hamilton Owner-Occupied Housing Rehabilitation Program

Policies and Procedures Manual

I. Introduction

This Manual has been prepared to assist in the administration of the Township of Hamilton Owner-Occupied Housing Rehabilitation Program (the Program). It will serve as a guide to the program staff and applicants.

This manual describes the policies and operation of the program, examines program purposes and provides the guidelines for implementing the Program. This manual explains the steps in the rehabilitation process. It describes the eligibility requirements for participation in the Program, criteria, funding terms and conditions, record keeping and overall program administration. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

The Township of Hamilton Owner-Occupied Housing Rehabilitation Program has been established to help make needed repairs to owner-occupied residential units in the Township of Hamilton that are occupied by income-eligible families. As part of the Township's Housing Element and Fair Share Plan the Program seeks to:

- Improve living conditions for eligible Township residents;
- Preserve Hamilton's housing stock;
- Stabilize older neighborhoods;
- Reduce energy consumption of older homes and thereby lower operating expenses;
- Reduce the likelihood of children being lead poisoned by hazardous lead painted surfaces in their home; and
- Generate affordable housing credits to satisfy the Township's obligation.

The Program is designed to accomplish this by:

- Making forgivable loans available for rehabilitation and energy conservation improvements;
- Helping property owners identify the type and scope of work their properties need;
- Assisting property owners in selecting a qualified contractor at a fair price; and

- Establishing and enforcing housing rehabilitation standards that must be met for all properties in the Program.

Implementation of any procedure, even if it is not included in this Operating Manual, shall be in accordance with the Federal Fair Housing Act and Equal Opportunities laws[1], the Uniform Housing Affordability Controls (UHAC) N.J.A.C. 5:80-26.1 et seq.[2], the Substantive rules of the Council on Affordable Housing N.J.A.C. 5:96[3] and Procedural Rules of the Council on Affordable Housing N.J.A.C. 5:97 [4] and the affordable housing regulations of the Township of Hamilton (hereafter referred to as the "Regulations").

A. Fair Housing and Equal Housing Opportunities



In accordance with the Federal Fair Housing Act, it is unlawful to discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status. In addition, New Jersey Law prohibits discrimination in housing on the basis of race, creed, color, national origin, ancestry, nationality, marital or domestic partnership or civil union status, familial status, sex, gender identity or expression, affectional or sexual orientation, disability, source of lawful income or source of lawful rent payment (including Section 8) by all persons including real estate agents or brokers, financial institutions, property owners, landlords, or building superintendents, and their agents and employees with respect to the sale, rental or lease of real property, listing or advertising of real property, receipt or transmittal of offers to purchase or rent real property, application and terms of a mortgage or other loan.

B. Rehabilitation Assistance Program

Single-family, owner-occupied homes located in the Township of Hamilton are eligible for assistance of up to **$15,000** to repair or replace any failing or deteriorated major system. Applicants are assisted on a first-served basis. At the Program Administrator's discretion, the maximum assistance of $15,000 may be exceed on a case-by-case basis.

C. Sources of Funds

The Program will utilize funding from two different sources of funds. The first is the US Department Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. The obligations of CDBG entitlement funds will be accomplished in the Township's Annual Action Plan.

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[1] https://www.hud.gov/program_offices/fair_housing_equal_opp/FHLaws

[2] https://www.nj.gov/dca/divisions/dhcr/offices/uhac.html

[3] https://www.nj.gov/dca/dca/publications/hss/hss_regulations_5_96.pdf

[4] https://www.nj.gov/dca/dca/publications/hss/hss_regulations_5_97.pdf

Additionally, the Township will provide funds from the local Affordable Housing Trust fund. The Township's has agreed to allocated $2M from the Affordable Housing Trust fund toward rehabilitation activities of owner-occupied and rental units.

D. Regulatory Objectives and Compliance

As described above, the Program is funded by the US Department of Housing & Urban Community Development Block Grant (CDBG) Program. In addition, an objective of the program is to create affordable housing credits under the Township's Housing Element & Fair Share. Consequently, the Program must meet or exceed a variety of regulations and rules:

The *Community Development Block Grant* is funded by the US Department of Housing and Urban Development (HUD). The Program has specific policies and procedures regarding the following in order to be compliant with all relevant CDBG rules, among them are:

- Compliance with Lead-based paint regulations;
- Income eligibility of applicant household;
- Historic preservation;
- Environmental Reviews; and
- Fair Housing.

The use of the Township's Affordable Housing Trust Funds will require compliance with various State affordable housing rules, including the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq.), the Substantive Rules of the Council on Affordable Housing N.J.A.C. 5:96 and the Procedural Rules of the Council on Affordable Housing N.J.A.C. 5:97. Among the rules triggered by this additional layer of compliance are:

- Each assisted unit must meet or exceed New Jersey State Housing Code, N.J.A.C. 5:28. For projects that require the issuance of a construction permit pursuant to the Uniform Construction Code, the unit must also comply with the requirements of the Rehabilitation Subcode, N.J.A.C. 5:23-6. In these instances, the more restrictive requirements of the New Jersey State Housing Code or the Rehabilitation Subcode shall apply; and
- Complete replacement or substantial repair of at least one major system.

E. Summary of Program

Characteristic	Rehabilitation Assistance Program
Funding Limit	$15,000 per unit
Eligible Homes	Single-family owner-occupied homes owned by households earning less than 80% of area median income by household size.

Program Objective	Bring the home up to New Jersey State Housing Code, N.J.A.C. 5:28 and Rehabilitation Subcode, N.J.A.C. 5:23-6.
Target Area	Township-wide
Affordability Controls	Ten (10) year mortgage & note. After the first anniversary of completing the rehabilitation, the mortgage loan principal will be forgiven 10% each year. If the title has not transferred after ten years, the entire loan is considered forgiven.
Funding Source	Community Development Block Grant Funds
Income Limits	The more restrictive between the moderate income levels of the NJ COAH Regional Income Limits & US HUD Metropolitan Statistical Area Limits for "Trenton, NJ"

II. General Program Information

This section describes the assistance program; the goals and objectives and how families and homes qualify for participation in them.

A. Rehabilitation Assistance Program

Single-family, owner-occupied homes are eligible for assistance of up to $15,000 each to repair or replace any failing or deteriorated major system. In order to be eligible for assistance, there must be a reasonable expectation of bringing each assisted home up to New Jersey State Housing Code (N.J.A.C. 5:28) and Rehabilitation Subcode (N.J.A.C. 5:23-6) within the available funding and homeowner contributions, if necessary. At the Program Administrator's discretion, the maximum assistance of $15,000 may be exceed on a case-by-case basis.

B. Eligible Households

In order to be eligible for assistance, households must be determined to be income-eligible. Specifically, the household must earn less than eighty percent (80%) of the Program's income limit by household size. While any household earning less than 80% of the Program's median income limit, each households will be tracked for statistical purposes in one of three categories based on the Program's median income limit: 80% (moderate), 50% (low) and 30% (extremely low).

The Township of Hamilton Owner-Occupied Housing Rehabilitation Program has elected to use HUD's income verification process known as 24CFR Part 5 for determining income eligibility. This approach for determining **eligibility evaluates the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.** Detailed information on determining eligibility is provided in the section of this manual entitled Income Eligibility Determinations.

C. Income Limits

Given the goal of complying with two different regulatory frameworks that each have their own income limits, it will be imperative for Program Staff to pay close attention to this important dual requirement. Each program provides an income limits, by family size, based on a percentage of area median income. However, the calculations and geographic areas on which the income limits are derived vary between the CDBG Program and the State of New Jersey's COAH regulations. The applicable CDBG geographic region for the Township of Hamilton is known as "Trenton, NJ" and the applicable COAH region is known as Region 4. Further complicating the divergent income limits and regions are the schedules on which new income limits are adopted and published between CDBG and COAH. It is likely that at some point throughout the year, the income limits will change more than once.

To arrive at the Program's Income Limits, the most recently-published Area Median Income for the appropriate geographic area will be compared between the two programs for each family size. In order to be compliant with both regulatory frameworks, the Program will adopt the lower of the two as the official Program Income Limit. From that median income figure, moderate (80%), low (50%) and extremely low (30%) limits will be derived. As HUD and the State adopt new income limits, the Program's official income limits will need to be reevaluated. For example, the charts below show the current median income limit by family size from HUD and the State.

Comparison of Median Income Figures by Household Size								
	1	2	3	4	5	6	7	8
HUD's CDBG "Trenton, NJ MSA" Median Income (June 1, 2018)	$69,300	$79,200	$89,100	$98,900	$106,900	$114,800	$122,700	$130,600
NJ COAH Region 4 Median Income (April 2018)	$69,447	$79,368	$89,289	$99,209	$107,146	$115,083	$123,020	$130,956

Based on the median income figures above, the lower median income figures at the time of this comparison are those published by HUD for the CDBG program. The HUD median income figures can then be used to generate the Program Income Limits as follows:

Township of Hamilton Owner-Occupied Housing Rehabilitation Program Income Limits by Household Size								
	1	2	3	4	5	6	7	8
Moderate Income Limit (80%)	$55,440	$63,360	$71,280	$79,120	$85,520	$91,840	$98,160	$104,480
Low Income Limit (50%)	$34,650	$39,600	$44,550	$49,450	$53,450	$57,400	$61,350	$65,300
Extremely Low Income Limit (30%)	$20,790	$23,760	$26,730	$29,670	$32,070	$34,440	$36,810	$39,180

D. Other Eligibility Requirements

- The property must be located within the Township of Hamilton with a deed recorded in the name of the applicant in Mercer County.
- The property consists of **single-family residential unit**, in accordance with the land use regulations of the Township of Hamilton as determined by the Township's Zoning Officer
- **Property taxes and mortgage payments** for the subject property must be current.
- **Water and sewer utility bills** must be current.
- **Homeowners' Insurance and Flood Insurance (if applicable)** must be current *(The cost of insurance can be included for one year if the property is not or cannot be insured at the time of application).*
- The owner's **equity** in the home must be greater than the maximum amount of assistance that could be made available by the Township for home improvements. For the sake of this rule, the

market value of the home will be calculated using the Township's assessed value divided by the equalization ratio.

- The applicant has not previously defaulted on a loan or loans to the Township of Hamilton.

E. Ownership and Occupancy

Proof of ownership of the property and its use as a principal place of residence must be established by the following:

1. Copy of Deed;
2. Copy of Declaration of Homeowner's Insurance;
3. Copy of Real Estate Tax Bill with Proof of Payment;
4. Copy of Flood Insurance, if within 100-year flood plain; and
5. Signed Declaration of Occupancy, which is part of the Program Application.

F. Certification of Substandard

In order to be eligible for assistance from the Program, *at least* one major system must be in need of replacement or repair. A major system in need of repair or replacement is therefore considered to be *substandard*. The certification of substandard is prepared by the Program Inspector at the time of the comprehensive inspection.

For the purposes of the Program, the following components of a dwelling are considered "major systems."

- Roof;
- Plumbing (including wells and connections to public water systems);
- Heating;
- Electrical;
- Sanitary plumbing (including septic systems and connections to public sewer systems);
- Load bearing structural systems;
- Lead paint abatement; and/or
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors).

G. Certification Existing Conditions

In order to receive assistance, each home must have a verifiable need. A Program Inspector will visit each home to document existing conditions.

H. Historic Preservation

Use of Community Development Block Grant funds requires the Program to work with the New Jersey State Historic Preservation office to:

- Identifies and evaluates historic properties;
- Assess effects of the project on properties listed on or eligible for the National Register of Historic Places; and
- Resolves any adverse effects through project design modifications or mitigation.

I. Eligible Improvements

The primary purpose of the Township of Hamilton Owner-Occupied Housing Rehabilitation Program is to provide decent, affordable housing for income-eligible households. Therefore, Program funds will be available to address quality of life housing issues, correct existing and incipient code violations, minimize the risk of poisoning from lead–based paint and correct weatherization deficiencies as identified in the project's Work Write-Up with detailed specifications.

Housing rehabilitation funds may be used only for repairs or system replacements necessary to bring a substandard unit into compliance with municipal health, safety and building codes, correct applicable code violations, as well as any other work that is reasonable and deemed necessary or is related to the necessary repairs. The cost for one year of property insurance can be included in the assistance if no insurance is in place at the time of application.

In addition to the repair or replacement of all major systems, work may include, but not be limited to the following:

- Interior trim work;
- Interior and/or exterior doors;
- Interior and/or exterior hardware;
- Window treatment;
- Interior stair repair;
- Exterior step repair or replacement;
- Porch repair;
- Wall surface repair;
- Painting; or
- Exterior rain carrying system repair.

Any agreements between the Contractor and the Owner for "side work", outside the scope of the Program's work write-up, will not be accepted and cannot be completed during participation in the Program. The Township shall not be held responsible for any work performed by the Contractor that is not part of the work write-up and/or approved change order.

J. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited. Rehabilitation work performed by property owners shall not be funded under

this program. The cost of removing any illegally converted living space (e.g., illegal bedrooms in the basement) are not eligible for assistance.

K. Loan Amount and Terms

The entire cost of repairs and improvements made through this program, up to the Program maximum (see below), will be paid directly by the Program to the contractor. That amount will then become a forgivable loan to the homeowner. Loans will be interest-free, deferred payment loans secured by a secondary mortgage or other instrument on the property being repaired. The principal will remain unchanged and will be forgivable at the end of the term. If the homeowner adheres to the affordability controls, 10% of the loan is forgiven each year for ten years, after which the full amount is forgiven. Any other event of default occurs, as described in the loan documents.

The maximum amount of Program assistance will be determined by the applicant household's gross annual income using a sliding scale. The maximum amount of Program funding to be expended will be $15,000.00.

Household Gross Income as a Percentage of Program's Adopted Area Median Income Limit by Household Size	Percentage of Eligible Construction Costs Provided by the Program
80% of Median Income Limit	50%
Between 60% and 80% of Median Income Limit	62%
Between 50% and 60% of Median Income Limit	75%
Between 40% and 50% of Median Income Limit	87.5%
Less than 40% of Median Income Limit	100%

In some cases, the maximum assistance of $15,000 can be exceeded by ten percent (10%), if in the opinion of the Township; the need for rehabilitation justifies that extension. If cost of repairs exceeds the specific maximum grant amount (plus additional 10 % override in cases), then any cost of repairs to be undertaken will be the responsibility of the applicant. If an applicant is eligible for assistance, but the amount made available will be less than the contract amount, the applicant must provide the balance of funds. Program funds will provide a percentage of the cost of repairs and the applicant will be responsible for the remaining cost of the repairs to be undertaken.

In the case of a homeowner who is eligible for a full (100%) contribution toward the construction costs ($15,000 maximum); a contract will be drawn up as long as the amount of Program funding is sufficient to finance all necessary repairs. If the total estimate cost exceeds the funding amount available, then, the homeowner will be advised of the amount of monies which will be needed to satisfy the cost difference. Should the homeowner not have the means or funds to accomplish all of the repairs, the Office of Housing in conjunction with the homeowner will prioritize the list of repairs putting life, safety, and code issues before aesthetic improvements. It will be the responsibility of the homeowner to secure the necessary supplemental funding though his/own resources be it a personal loan, second mortgage, etc. through a lending institution or private source.

NOTE: A CONSTRUCTION AGREEMENT MAY NOT BE SIGNED BY PARTIES INVOLVED UNTIL PROOF OF THE SECURAL OF THESE MATCHING MONIES IS SUBMITTED IN WRITING TO THE OFFICE OF HOUSING BY THE HOMEOWNER.

In the case of the homeowner who is eligible for Program assistance which will subsidize a percentage of the cost of the repair of his/her home; the homeowner is advised the total projected cost of specified repairs, he/she is advised of the amount which will be subsidized by Program funding, and is advised of the balance of the repair cost for which he/she will need to secure personal funding for the supplementation of Program funding for the total job.

L. Loan Subordination

The Township will consider requests to subordinate a Residential Rehab loan to subsequent financing or refinancing. In all cases, the property owner must supply information listed in the Program's "Subordination Request Check List," which includes information on the new financing terms, recent appraisal of the value of the property and intended uses of the proceeds of any new financing. This and other relevant documentation required by the program will be reviewed by the Township solicitor, who will make a recommendation to Hamilton Township Council on the advisability of granting the subordination request.

M. Borrowers Agreement and Terms

The Township will enter into an Agreement with the Borrower that specifies the terms and conditions of the Loan funds to be made available through the Program, including reference to a Work Write-Up and Cost Estimate, which will be attached and made part of the Construction Agreement. Included in the Borrower's Agreement will be the requirement that the Borrower sign a Mortgage and Note. The mortgage will be recorded with the County Clerk and will serve as the appropriate security device for

Copies of the Borrower's Agreement and form of Mortgage and Note to be used in implementing the Program are attached and made part of this Manual.

III. Overview of Administrative Process

The following is intended to provide a brief overview of a typical home rehabilitation. Details on each of these steps can be found elsewhere in this Manual.

1. Application package is received. If incomplete, notice is sent to application. There are no application fees associated with the program
2. Case Manager reviews the application package and determines eligibility. Homeowners reviews and signs Borrowers Agreement.
3. Program Inspector visits the home; performs a comprehensive inspection and lead-based paint risk assessment (if necessary). Certification of Substandard conditions is completed.
4. Work write-up is prepared by the Program and reviewed by the homeowner, along with contractor list.
5. Job is placed out to bid.
6. Bids are received, evaluated by Case Manager and Program Inspector.
7. Township awards bid.
8. Loan closing is conducted. Construction agreement and all affordability controls are executed.
9. Contractor is given authorization to proceed.
10. Contractor obtains permits (as necessary).
11. Construction Phase begins.
12. Inspections are performed. Up to 2 progress payments are made.
13. Permits are closed out. Final Inspection is conducted. Certification of Standard is completed.
14. Contractor provides warranty information and signs Release of Liens.
15. Final Payment is made.
16. Case is closed-out.

A. Marketing

The municipality will conduct a public meeting announcing the implementation of the housing rehabilitation program. For the term of the program, the municipality will include flyers once a year with the tax bills to all property owners. Program information will be available at the municipal building, library, and senior center and on the municipal website. Posters regarding the program will be placed in retail businesses throughout the municipality.

Prior to commencement of the program and periodically thereafter, the municipality will hold informational meetings on the program to all interested contractors. Each contractor will have the opportunity to apply for inclusion of the municipal contractor list.

All marketing initiatives will – at a minimum – include the following information:

- Length of the affordability controls (lien);
- Circumstances that require the assistance to be repaid;
- A statement about household income eligibility requirements;
- The maximum assistance amount;
- Examples of eligible improvements; and
- The types of structures eligible for assistance.

Whenever feasible and appropriate, marketing materials will be presented in both Spanish and English.

B. Income Eligibility Determinations

In order to be eligible for assistance, households must be determined to be income eligible. All adult members, 18 years of age and older, of the owner household must be fully certified as income-eligible before any assistance will be provided by the Program. The Township of Hamilton's Home Improvement Program has elected to use HUD's income verification process known as Part 5. This system for determining eligibility is the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

What is Considered Income

The following sources of income will be included in the income eligibility determination for each household:

	Statement from HUD 24 CFR 5.609 paragraph (b) (March 8, 2016)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will

	Statement from HUD 24 CFR 5.609 paragraph (b) (March 8, 2016)
	be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);
6. Welfare Assistance	Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments: (A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and (B) Are not otherwise excluded under paragraph (c) of this section. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus (B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

	Statement from HUD 24 CFR 5.609 paragraph (b) (March 8, 2016)
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;
8. Armed Forces Income	All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

What is Not Considered Income

The following income sources are not considered income and will not be included in the income eligibility determination.

	Statement from HUD 24 CFR 5.609 paragraph (c) (March 8, 2016)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property .
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
7. Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. Self-Sufficiency Program Income	Amounts received under training programs funded by HUD. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special

	Statement from HUD 24 CFR 5.609 paragraph (c) (March 8, 2016)
	equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
9. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
10. Reparations	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
11. Income from Full-time Students	Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household or spouse).
12. Adoption Assistance Payments	Adoption assistance payments in excess of $480 per adopted child.
13. Social Security & SSI Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
14. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
15. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
16. Other Federal Exclusions	Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including:

Statement from HUD 24 CFR 5.609 paragraph (c) (March 8, 2016)

The value of the allotment made under the Food Stamp Act of 1977;

Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);

Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program;

Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance programs;

Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program);

Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments;

The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;

Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps);

Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990;

Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and

Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

C. Proof of Income

In order to fulfill the documentation requirements of the Program, all members of the applying household, eighteen (18) of age or over, must provide copies of the following documents with their application:

- Four most current pay stubs for each household member who receives income from employment and is 18 years of age or over if applicable;
- A signed copy of regular IRS Form 1040 (Tax computation form), 1040A or 1040EZ (as applicable) and state income tax returns filed for the last year prior to the date of interview or notarized tax waiver letter for respective tax year(s);
- Social Security, Disability and SSI Benefit Statements or Pension Benefits statement if applicable.
- Social Security Cards for each household member.
- Receipt for property taxes.
- Copy of current homeowner's insurance declarations page (not the policy or receipt).
- A letter or appropriate reporting form verifying any other sources of income claimed such as alimony and child support. This includes separation agreement or divorce papers signed by the presiding judge;
- Reports from the last two consecutive months that verify income from assets to be submitted by banks or other financial institutions managing trust funds, money market accounts, certificate of deposit, stocks or bonds. Examples include copies of all interest and dividend statements for savings accounts, checking accounts, and investments;
- Recorded deed to the property to be assisted;
- Evidence or reports that verify assets such as real estate or businesses owned by any household member;
- If you are a widow or widower, copy of Death Certificate should be included;
- Copy of your most current property tax assessment;
- Signed Eligibility Release form, signed Inspection Acknowledgment and signed Financial Privacy Act Notice

IV. Work Write-up, Contractor Selection, Bidding & Awarding Bids

Property inspections will be performed by the Township of Hamilton Staff in the Department of Community Planning and Compliance and/or contracted inspector(s). In consultation with the homeowner, the estimator/inspector(s) will perform detailed inspections of the property, outlining deficiencies and the method to correct deficiencies through the form of a Work Write-Up with detailed specifications. Based on the Work Write-Ups, Cost Estimates will be prepared for use by the Program and the homeowner in selecting the work to be undertaken and the contractor(s) to do the work. The Program will employ the services of a certified lead-based paint risk assessor for properties built before 1978 to perform assessments according to HUD guidelines.

A. Eligible contractors

The Township, on behalf of the property owners, will solicit bids from eligible rehabilitation contractors on the Approved Program Contractor List. To be placed on the Approved Contractor list, a contractor must:

- Complete an application;
- Provide three (3) professional references;
- Furnish evidence of a valid current insurance policy that protects the property owner for not less than $100,000/$300,000 in the event of bodily injury, including death, and $100,000 in the event of property damage arising out of the work performed by the contractor;
- Carry or require that there be carried full and complete Workmen's Compensation Insurance for all of his employees and those of his sub-contractors engaged in the work. All insurance certificates must be provided to the Program before any awards are given; and
- Have a State of New Jersey Business Registration Certificate and Home Improvement Contractor's registration and any other relevant documentation requested by the Program staff.

Additionally, to be eligible to bid on work in houses that were constructed prior to 1978, the contractor must also provide evidence of lead hazard training certifications as required by HUD and the U.S. Environmental Protection Agency.

The Township will determine whether a contractor is on a State or Federal debarred contractor list. The contractor must also comply with other appropriate regulations established by the Township of Hamilton and State of New Jersey.

B. Bid openings and Contractor Selection

The Department of Community Planning and Compliance will receive bids prior to a date and time specified for a bid opening. The bid opening will be open to the public. Completed Bid Packages may be submitted via fax, via Email, hand delivered, or mailed to the Township as instructed in the Bid Instructions issued to all contractors.

Bid prices must include all permits, licenses, labor, materials, fixtures and equipment necessary for the satisfactory completion of the rehabilitation of the property identified in the Work Write-up. Normally, bids will be sought in blocks of 3 to 5 properties so that contractors will have reasonable workloads and greater opportunity to submit more cost-effective proposals.

Program staff will review the proposals and provide the property owner with a list of contractors who have submitted eligible bids for the work. Eligible bids will be those that:

- Satisfy the specifications of the Work Write-Up;
- Have no math errors;
- Have been submitted by a previously approved Program contractor; and
- Are no more than 10% above or 20% below the Program Cost Estimator's final cost estimate for the work, unless an exception has been recommended by the Cost Estimator and approved by the Program Director.

The property owner will then select a contractor from the list of eligible bids. Generally, the lowest-responsible bid will be accepted and be nominated for award. If the property owner selects a contractor other than the contractor who submitted the lowest eligible bid, the property owner will provide, prior to the start of work, the difference between the lowest eligible bid and the selected bid. The amount provided by the property owner will be placed in escrow with the Program.

The homeowner will be required to execute the contract documents with the selected Contractor. **(See Section V Loan Closings and Construction Agreements).**

C. Contractor Performance

Timeliness and quality of work: It is expected that contractors will complete all work within the time period specified in their contract with the property owner and provide work that, at a minimum, meets the Program's work-writeup. The time allowed for completion of work will be established by Program staff prior to the start of construction and will be based on the amount and complexity of the work to be done.

Probationary period: Contractors who have not had prior working experience with the Township will not be awarded more than one rehabilitation contract until one property is complete and satisfactory. At such time that a track record has been established that demonstrates work in a timely, professional and workmanlike manner, the contractor's probationary period will be over and a larger scope of work may be awarded. Contractors who have a favorable performance record with the Township may be awarded up to three projects from one bid opening, based on work schedule and potential to complete the projects in a timely manner.

Contractor disqualification: It should be noted that contractors that receive poor references from program staff, homeowners, businesses or other government agencies, may be kept from participating in the program or placed or replaced on probationary status. Other factors that will be considered in determining eligibility and continued program participation are:

- Failure to make payments to sub-contractors;
- Debarment from any government program;
- Failure to complete punch lists or respond to reasonable homeowner complaints as determined by the Program staff;
- The use of alcohol or drugs during the course of work by the contractor or any sub-contractor or anyone in the employ of a contractor or sub-contractor;
- Reports of theft, malicious damage or burglary to any property while participating in the Residential Rehab Program;
- Indictment of any criminal offense;
- Failure to comply with the laws and ordinances of the municipality;
- Continued failure to obtain permits before the start of work;
- Abusive and vulgar language and behavior during the course of work; or
- Threats or harassment made to any person during the course of work.

In the event that a contractor, sub-contractor or employee of such violates any of the provisions of this section, the Director may disqualify the contractor or sub-contractor from future participation in the Program.

Replacement contractor: If a situation arises where a rehabilitation project has been begun and the contractor must be removed from, or refuses to complete a project, the work write-up will be revised to describe the balance of work needed on the hope and will be put out to bid. Should the replacement contractor's cost to complete the rehabilitation be higher than that of the original contractor, the original contractor will be responsible for the difference. That cost will not be passed along to the homeowner.

V. Loan Closings and Construction Agreements

Loan Closings will be conducted at the Township of Hamilton offices and attended by the Program staff, the Homeowner and Contractor. At the Loan Closing, the Homeowner will be provided with copies of the Construction Agreement, Mortgage and Mortgage Note for review.

A. Mortgage & Mortgage Note

The Program Administrator will start the Loan Closing by reviewing the rules outlined in the Mortgage and Mortgage Note with the Homeowner to help insure their understanding. The Homeowner will then be asked to sign the documents and the Notice of Right of Rescission. A signed copy of each of these documents will be left with the homeowner and the originals will be filed in the Homeowner's Program Case File.

B. Construction Agreement

All cases will have an executed Construction Agreement between the Contractor and Homeowner. The Program Administrator will ask both parties to review and execute the Construction Agreement at the Loan Closing after the Mortgage and Note have been signed. The Contractor will be requested to list Subcontractors to be engaged for the project. The Construction Agreement includes a variety of protections for both the Homeowner and Contractor, including, but not limited to:

- Dates by which the Contractor must begin and have completed the scope of work;
- Payment procedures;
- End of Work Day requirements and provisions; and
- The complete work specifications issued in the bid package and bid from the Contractor.

Both the Homeowner and Contractor will be left with a signed copy of the Construction Agreement. Once signed, the Inspector will encourage the Contractor to discuss the scheduling of the job. If the specifications allow for the homeowner's choice on any items in the scope (i.e., roof shingle colors), the Inspector will review those items with both to facilitate dialog and decision-making.

On the 4th business day after the loan closing (after the Right to Rescind period has expired), the Program will issue to the Contractor a written Notice to Proceed.

C. Inspections

Inspections are conducted at various points in a home's rehabilitation. Four (4) types of inspections will be completed during the course of any project:

Comprehensive Inspections are completed to assess the rehabilitation needs of every home. All major systems of a home are evaluated during the comprehensive inspection. A checklist of all major home components is used in order to ensure that every aspect of the home is evaluated during the comprehensive inspection.

Progress/Payment Inspections are performed during the construction process to assess the contractor's level of completion and to ensure their strict adherence to the home's work write-up and specifications. A home will receive one or more Progress/Payment Inspections. Payments for rehabilitation work will not be made without an inspection that physically verifies the satisfactory completion of all work.

Permit Inspections. Permit inspections are completed by the Township's construction code officials in order to ensure building code compliance with any work items that required a Township construction permit.

Final Inspections are done after any necessary permit inspections have been completed with a satisfactory result. Final Inspections are done to certify the completion of the construction phase and the completion of all contracted work items.

Unless otherwise noted, all inspections are completed by Hamilton Township staff.

D. Lead Based Paint Provisions

In accordance with HUD regulations 24 CFR Part 35, all Program assisted homes constructed prior to 1978 will be tested for lead-based paint, and if applicable, be inspected by a risk assessor. Housing rehabilitation exemptions from lead-based paint regulations are as follows:

- Residential structures built after January 1, 1978;
- Emergency action activities;
- Properties found not to have lead-based paint during earlier testing that meets the requirements of prior evaluations;
- Properties where all lead-based paint has been identified and removed using approved methods; or
- Rehabilitation that does not disturb paint.

At the appropriate time, the Program will provide the homeowner with copies of the following:

- Lead Hazard Information Pamphlet;
- Property Owner Disclosure (distributed to owners of a unit known to contain lead-based paint or lead-based paint hazards for disclosure to tenants or prospective purchasers);
- Notice of Lead Hazard Evaluation or Presumption; and
- Notice of Lead Hazard Reduction Activity including Clearance.

Both Notices of Lead Hazard Evaluation and Lead Hazard Reduction will be provided to the occupants within 15 calendar days of the date the Program receives the evaluation report or the date the lead hazard reduction work is completed. The type of evaluation and reduction activities required depends on the level

of Federal assistance as defined by Federal regulations for HUD programs. The level is determined by taking the lower of the per unit rehabilitation hard costs or the per unit Federal assistance. Once calculated, the cost determines the level of assistance as exhibited in the table below.

HUD Regulations 24 CFR Part 35 Subpart J : Required Housing Rehabilitation Activities

Amount of Program Assistance	≤ $5,000	>$5,000 ≤ $15,000	>$15,000
Approach to Lead Hazard Evaluation and Reduction	Do no harm	Identify and control lead hazards	Identify and abate lead hazards
Notification	Yes	Yes	Yes
Lead Hazard Evaluation	Paint Testing of surfaces to be disturbed by rehabilitation	Paint Testing of surfaces to be disturbed by rehabilitation and a Risk Assessment of entire unit	Paint testing of surfaces to be disturbed by rehabilitation and a Risk Assessment of entire unit
Lead Hazard Reduction	Repair surfaces disturbed during rehabilitation. Safe work practices Clearance of work site	Interim Controls Safe work practices Clearance of unit	Abatement Safe work practices Clearance of the unit

A lead hazard evaluation will consist of one or more of the following:

- Visual Assessment performed by a Program Inspector; and
- Paint Testing performed by a Certified Inspector/Risk Assessment (or Lead Hazard Screen) performed by a Certified Risk Assessor

The lead hazard reduction will always include safe work practices and clearance and will also include one or more of the following:

- Paint Stabilization;
- Interim Controls (or Standard Treatment); or
- Abatement.

Any properties not inclusive of the aforementioned exemptions and applying for program assistance will be inspected by the appropriate professional to identify and evaluate lead hazards. If hazards are identified, the program will then determine the following:

- Required level of lead hazard reduction;

- What methods will be used to reduce or eliminate the hazards; and
- Whether or not relocation of occupants is necessary.

The occupants will be notified of the Program's determination. The decision to relocate occupants during work construction is determined by the extent of the rehabilitation and lead hazard reduction work as outlined in HUD Regulations 24 CFR Part 35.1345 under Subpart R and New Jersey Administrative Code Title 5 Chapter 17. The HUD Handbook 1378 requirements apply for any occupants who are to be temporarily relocated during the construction period.

Prior to the rehabilitation and lead based paint hazard work going out to bid, the Program will determine the type of contractor needed to complete the work required. The Program staff, homeowner and contractor(s) awarded the job will review the key aspects of the lead hazard reduction during the pre-construction conference.

The awarded contractor(s) will perform safe work practices at all times which includes but is not limited to:

- Occupant protection;
- Work site preparation;
- Daily cleanup;
- Safe work practices; and
- Worker protection.

Occupants will be notified of any lead-hazard reduction measures that were taken. Subsequent to the program's final inspection, the Lead-based Paint Inspector will conduct a clearance examination including dust samples to confirm the unit is safe for occupancy and that lead hazard reduction was performed according to the Program's work specifications.

E. Permits & Permit Inspections

As outlined in the General Conditions of the Bid Package, Contractors are responsible for obtaining, paying for and scheduling the inspection of all necessary permits on a job. No final payments will be eligible for processing until copies of all closed permits have been submitted by the Contractor to the Program.

F. Contractor Payment

Contractors can only be paid for work that has been completed. No "upfront" payments will be made by the Program to a Contractor. For projects with initial rehab costs of more than $20,000, a contractor can request a **progress payment** of 50% of the contract amount after completing work that equates to at least 50% of the project cost. If satisfactory progress has been made at the time of the request, the Program will approve a progress payment.

Upon contract signing, the Township will prepare a Township Requisition which will authorize the preparation of a Purchase Order for the project. Contractors will be requested to sign the Purchase Order and return to the Township.

For all payments, checks will be made payable directly to the contractor. Final payment will be made following a Letter of Completion from the Program. The Letter of Completion will be issued when:

- All Write-Up work has been completed according to Program Rehabilitation Standards, as verified by Program rehab staff;
- The property owner has signed a form stating that he/she is satisfied with the work OR the Director determines that the owner's refusal to sign a completion form is not warranted;
- Lead hazard clearances, if any, have been received;
- Copies of all warranties have been received by the property owner and the Program.

G. Resolution of Disputes

Should any dispute arise respecting the true meaning of the Work Write-Up, or should any dispute arise respecting the true value of the extra work or of the work omitted, or of improper workmanship or materials, or of any loss sustained by the Homeowner, the Homeowner may request a hearing before the Township. Such request must be made in writing to the Program Administrator and shall state the nature of the dispute. All parties to the dispute shall be notified in writing of the date and location of the hearing. An arbitration committee, consisting of three members shall convene and the final decision rests with the arbitration committee, with no further recourse on the part of the property owner.

VI. MAINTENANCE OF RECORDS

A. Files to be Maintained on Every Applicant

The program staff will maintain files on every applicant. All files will contain a preliminary application. If an applicant's preliminary application is approved, and the applicant files a formal application, the file will contain at a minimum:

- Application Form;
- Income Verification; and
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility.

B. Files to be Maintained on Approved Applicants

- Housing Inspection Report;
- Photographs – Before;
- Certification of Property Eligibility or Determination of Ineligibility;
- Proof of Homeowners Insurance;
- Copy of Deed to Property;
- Work Write-Up/Cost Estimate;
- Copies of Bids;
- Applicant/Contractor Contract Agreement;
- Recorded Mortgage/Lien Documents;
- Copies of All Required Permits;
- Contractor Requests for Progress Payments;
- Progress Payment Inspection Reports;
- Progress Payment Vouchers;

- Change Orders (if needed);
- Final Inspection Report;
- Photographs – After; and
- Certification of Completion.

C. Rehabilitation Log

A rehabilitation log will be maintained by the program staff that depicts the status of all applications in progress.

D. Monitoring

For each unit the following information must be retained to be reported annually:

- Head of Household Name;
- Household Size;
- Street Address;
- Block/Lot/Unit Number;
- Income Category: Moderate/Low/Extremely Low;
- Final Inspection Date;
- CDBG Funds expended on Hard Costs;
- Homeowner's Contribution to Hard Costs (if any);
- Funds Recaptured;
- Major Systems Repaired;
- Unit Below Code & Raised to Code;
- Effective Date of Affordability Controls;
- Length of Affordability Controls;
- Date Affordability Controls Removed; and
- Reason for Removal of Affordability Controls.

VII. Project Certification / Appeals

A. Certification of Standard

At the conclusion of the rehabilitation process, it is mandatory that all homes assisted by the Program are both eligible for and receive a Certificate of Standard (also known as a Certificate of Acceptance). This document certifies that all of the unit's major systems are in good working order and that no violations of the BOCA rehabilitation code; UCC and HQS or the Township's property maintenance code exist. The Certification of Standard will be completed by the Township's Department of Building Inspections.

B. Illegal Improvements Found During Inspections

If potentially illegal improvements are found by the Program such as potentially illegal basement apartments or bedrooms, the situation is to be brought to the attention of the Program Administrator. The Program Administrator should then advise Township enforcement personnel, such as zoning and housing inspectors. In the event illegal conversions are found, the case will be immediately placed on hold until such time as the homeowner has fully complied with all zoning and building code violations that were violated by the illegal conversion.

C. Appeals

Appeals from all Program determinations shall be made in writing to the Director of Community Planning and Compliance, Township of Hamilton and the Executive Director of the Council on Affordable Housing (COAH), 101 South Broad Street, P.O. Box 813, Trenton, New Jersey 08625. The Director's written decision, which shall be made within 15 days of receipt of appeal, shall serve as the final decision on the appeal.

Do You Qualify for Help Making

Needed Home Repairs ?

Find out more about Hamilton's

Housing Rehabilitation Program

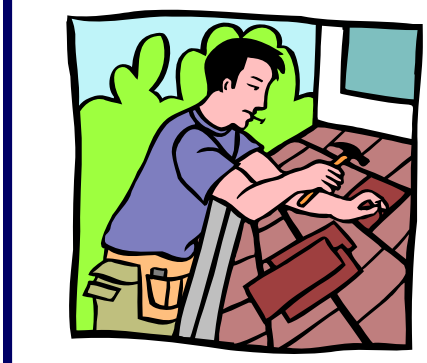
Contact Janice Blakely, Director of Neighborhood Preservation

609.890.3678

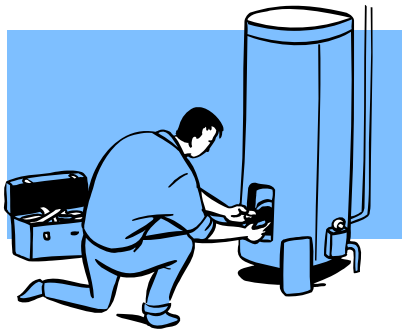


Kelly Yaede
MAYOR

Income Eligible Residents May Qualify for up to ***$15,000*** in Repairs
(In form of a Zero-interest loan, forgiven after 10 years of continuous home residency)



Roof Repairs



Heater Repairs



Window Installs

Federal HUD Program Income Limits Below

Household Members	1	2	3	4	5	6	7	8
Low (80%) Income Limits - **50% Grant**	$44,750	$51,150	$57,550	$63,900	$69,050	$74,150	$79,250	$84,350
Lower (60%) Income Limits - **62% Grant**	$40,139	$45,840	$51,600	$57,300	$61,920	$66,480	$71,000	$75,660
Lower (50%) Income Limits - **75% Grant**	$33,449	$38,200	$43,000	$47,750	$51,600	$55,400	$59,250	$63,050
Very Low (40%) Income Limits - **87.5% Grant**	$26,759	$30,560	$34,400	$38,200	$41,280	$44,320	$47,400	$50,440
Very Low (35%) Income Limits - **100% Grant**	$23,414	$26,740	$30,100	$33,425	$36,120	$38,780	$41,475	$44,135
Extremely Low (30%) Income Limits - **100% Grant**	$20,100	$22,950	$25,800	$28,650	$30,950	$33,250	$35,550	$37,850

Effective with all applications received January 2014

The HUD Housing Rehabilitation Program is a Fair Housing / Equal Opportunity Program



TO KEEP YOUR

Family & Home

SAFE

Dear Friend:



Mercer County is offering assistance to income eligible homeowners through two programs, Housing Rehabilitation Program and Helping Hands for Seniors Program. These programs offer assistance for repairs and improvements to the homes of qualifying residents. Safety, health and/or municipal code violations will be targeted.

These programs offer the opportunity to maintain a safe and functioning living environment for eligible families.

The Mercer County Consortium is able to provide financial assistance with funds provided by the United States Department of Housing & Urban Development (HUD). The Mercer County Consortium acquired these funds as part of the HOME Investment Partnerships Program Grant.

If you are interested in participating in either one of these programs, I invite you to contact the Mercer County Office of Housing & Community Development at (609) 989-6858 to determine your eligibility to receive assistance.

Sincerely,

Brian M. Hughes

Brian M. Hughes
County Executive

Kelvin S. Ganges
Chief of Staff

Andrew A. Mair
County Administrator

Anthony P. Carabelli, Jr.
Director
Economic Development & Sustainability

Edward M. Pattik, Director
Housing & Community Development

MERCER COUNTY BOARD OF CHOSEN FREEHOLDERS

Ann M. Cannon
John A. Cimino
Pasquale "Pat" Colavita, Jr.
Samuel T. Frisby
Andrew Koontz
Anthony Verrelli
Lucylle R.S. Walter

Mercer County

Housing Rehabilitation Program & Helping Hands for Seniors

County of Mercer
Housing & Community Development
640 South Broad Street—Room 109
Trenton, New Jersey 08650
(609) 989-6858 (609) 989-0306 fax
www.mercercounty.org

HOUSING

REHABILITATION PROGRAM

The purpose of the Residential Rehabilitation Program is to provide moderate rehabilitation to owner-occupied low and moderate income households. Assistance is provided in the form of technical and financial assistance in the maintenance, repair, and modification of homes. Financial assistance is provided in the form of an interest free deferred loan. Repayment is due in full upon transfer of title.

ELIGIBILITY REQUIREMENTS

- Applicants must reside within the eligible municipalities.
- Applicants must own the home and be their primary residence.
- Applicant's income may not exceed the income guidelines listed below.
- Applicants must be able to supply a copy of their current Homeowners Insurance Declaration Page.
- Property taxes must be current.
- Property value cannot exceed 95% of median purchase price for municipality.
- Work to be done must exceed $1,000.
- Property must meet Federal Housing Quality Standards and State and Local Code.

GROSS ANNUAL INCOME LIMITS

Family Size	Annual Household Income
1	$50,350
2	$57,550
3	$64,750
4	$71,900
5	$77,700
6	$83,450
7	$89,200
8	$94,950

HELPING HANDS FOR SENIORS

The purpose of the Helping Hands for Seniors Program is to assist the elderly with the maintenance, repair, and modification of their home by providing technical and financial assistance. Applicants must be 65 years of age or older to qualify. Seniors can receive up to $3,000 in form of a grant. All other eligibility requirements are the same as the Housing Rehabilitation Program except for eligible income limits. The Helping Hands for Seniors income guidelines are as follows:

GROSS ANNUAL INCOME LIMITS

Family Size	Annual Household Income
1	$41,580
2	$47.520
3	$53,460
4	$59,340
5	$64,140
6	$68,880
7	$73,620
8	$78,360

ELIGIBLE PROPERTY

Any property that will serve as the prospective homeowner's principal residence must include one of the following housing types:

- a single family property (one unit)
- a two-to-four unit property
- a condominium unit
- a cooperative unit
- a manufactured home

MAXIMUM PROPERTY VALUE

The value of any homebuyer/homeowner-occupied property may not exceed 95 percent of the median purchase price for that type of single family housing for the Trenton-Ewing, NJ Metropolitan Statistical Area. The FY 2017 existing housing limits are based on combing two data sources: (1) FHA data purchase price of existing insured by FHA; (2) Federal Housing Finance Agency (FHFA) data on purchase mortgages securitized by Fannie Mae and Freddie Mac. The median sales price reported is $231,500.00

Mercer County 95% limit 1-Unit: $220,000.00.

PROGRAM FEATURES

Assist with improvements and repairs

Address health and safety issues

Correct code violations

HOW TO APPLY

Homeowners may submit an application to the Mercer County Housing Office by calling Rick Johnson, Program Manager at (609) 989-6858. Applications can also be received by visiting our website at www.mercercounty.org

APPLICATION PROCESS

Mercer County will review the application for eligibility requirements.

All applicants will be placed on a waiting list.

Environment Review Performed

Initial inspection will be scheduled.

Housing Inspector will prepare specifications.

Owners will be required to solicit three bids.

Owner will hire contractor to perform work.

Final inspection will take place.

Contractor receives payment for work.

ELIGIBLE MUNICIPALITIES

East Windsor Twp.	Ewing Twp.
Hamilton Twp.	Hightstown Twp.
Hopewell Twp.	Hopewell Boro.
Lawrence Twp.	Pennington Boro.
Princeton	RobbinsvilleTwp.
	West Windsor Twp.

Mercer County
Housing and Community Development
Home Rehabilitation Assistance Program

General Directions

1. Complete and return the enclosed application. All applications will be processed on a first come first served basis. **All documentation must be current within six (6) months of receiving assistance.** Resubmission of documentation may be required to maintain eligibility.

2. **Do not** submit your original documents with the application (**Copies only**).

3. INCLUDE THE FOLLOWING INFORMATION WITH YOUR COMPLETED APPLICATION FOR ALL PERSONS LIVING IN YOUR HOME:

    A. Proof of Ownership (Deed or Tax Bill)

    B. Proof of Income (**Recent** Pay Stubs, **current** Social Security benefit, Pension Award Letter, Income Tax Return for the previous year, Savings/Checking Account/Money Market Statements).

    C. Proof of Current Homeowner's Insurance Declaration Page.

    D. Evidence that property taxes are current (or schedule of payment).

    E. A zero (0) income statement for any household member 15 years and older who cannot provide proof of income.

If you have any questions, or need assistance completing the application, please contact:

Mercer County Housing and Community Development
640 South Broad Street – Room 420
Trenton, NJ 08650
(609) 989-6858
(609) 989-0306 fax
www.mercercounty.org

6. Allies Inc. – 331 Redfern Avenue

Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey

Municipality: Hamilton Township County: Mercer

Sponsor: Allies, Inc Developer: Allies, Inc

Block: 2102 Lot: 75 Street Address 331 Redfern Street

Facility Name: Redfern

Type of Facility:

- [x] Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- [ ] Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- [ ] Transitional facility for the homeless
- [ ] Residential health care facility (licensed by NJ Dept. of Community Affairs)
- [ ] Congregate living arrangement
- [ ] Other – Please Specify: _____

Sources of funding committed to the project :

- [ ] Capital funding from State – Amount $_____
- [ ] Balanced Housing – Amount $_____
- [ ] HUD – Amount $_____
- [ ] Federal Home Loan Bank – Amount $_____
- [ ] Farmers Home Administration – Amount $_____
- [ ] Development fees – Amount $_____
- [ ] Bank financing – Amount $_____
- [x] Other – Please specify: NSP-DCA - $270,104.49

[ ] Please provide a pro forma for proposed projects

Total # of clients 2 (upto 3)

Total # of low-income clients 2

Total # of moderate-income clients____

Total # of market-income clients____

# of total bedrooms 3

# of low-income bedrooms 3

# of moderate-income bedrooms____

# of market-income bedrooms ____

Length of Controls: 15 years

Effective Date of Controls: 10/03/12

Expiration Date of Controls: 10/03/27

Average Length of Stay: _____ months (transitional facilities only)

[x] CO Date: 08/20/12

Indicate licensing agency:

[x] DDD [ ] DMHS [ ] DHSS [ ] DCA

Initial License Date: 10/02/12

Current License Date: 03/31/16

The following verification is attached:

- [x] Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- [ ] Copy of capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)
- [ ] Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? ✓ Yes ___ No

Age-restricted? ✓ Yes ___ No

Population Served (describe): Developmental Disabilities

Accessible (in accordance with NJ Barrier Free Subcode)? ___ Yes ✓ No

Affirmative Marketing Strategy (check all that apply):

- [x] DDD/DMHS/DHSS waiting list
- [ ] Other (please specify): _____

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Melissa Jula Allies Inc. 6/10/2016

Project Administrator Date

Certified by: _____ _____

Municipal Housing Liaison Date

License No. GH2029

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

ALLIES, INC.

Madison Corporate Ctr, Bldg A, Suite 101
1262 Whitehorse-Hamilton Square Road
Hamilton Sq, NJ 08690

Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department, is hereby licensed as a

Group Home Developmental Disability

for 2 individuals

at

331 REDFERN STREET
HAMILTON, NJ 08610

This License is effective from 03/31/2016 to 03/31/2017

Elizabeth Connolly, Acting Commissioner
Department of Human Services

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 29 day of March, 2018, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("the Township"), and Allies, Inc., a not-for-profit corporation of the State of New Jersey, having offices at 1262 Whitehorse-Hamilton Square Road, Building A Suite 101, Hamilton, New Jersey 08609 the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Township regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction with respect to the land and improvements more specifically described in Article 2 hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Section 2102 Lot 75 and Section 2323 Lot 6 as shown of the Tax Map of the Township of Hamilton and is known by the street address: 331 Redfern Street and 423 Wilfred Avenue ("the Units").

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period") commencing upon the latter of the date hereof or the date on which the first

eligible person occupies a Unit and shall expire as determined under the Uniform Housing Affordability Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each Unit shall remain subject to the requirements of this subchapter until the Township elects to release it from such requirements. Prior to such a municipal election the Unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Property shall be used solely for the purpose of providing Units for very low-, low-, and moderate-income individuals, and no commitment for residency in a Unit shall be given or implied, without exception, to any person who has not been certified for a Unit in writing by the Township's Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.

C. No improvement may be made to the Property that would affect the bedroom configuration of the unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.

D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ATTEST: Hamilton Township

Eileen A. Gore, RMC, CMC

By: Kelly A. Yaede, Mayor

WITNESS: Allies, Inc.

Melissa Field, Allies Inc.

By: Don Iretola

Title: Sr VP of Public Affairs

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 29 day of March, 2018, before me, the subscriber, personally appeared Don Tretola who I am satisfied is the person who executed the foregoing instrument as Sr VP of Public Affairs of Allies, Inc., a not-for-profit corporation, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Allies, Inc.

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

Patricia Marks March 29, 2018
Notary Public
My Commission Expires:

PATRICIA L. MARKS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/8/2021

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 17th day of April 2018, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

Notary Public
My Commission Expires

ALISON J. SABO
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2445865
My Commission Expires 4/20/2019

AMENDED AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES

TIIIS AGREEMENT made as of this 6th day of December, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and Allies Inc., a nonprofit corporation of the State of New Jersey, having offices at 1262 Whitehorse-Hamilton Square Road, Building A Suite 101, Hamilton, New Jersey 08690 ("Allies").

W I T N E S S E T H:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 *N.J.* 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A.* 52:27D-301 *et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, the Township has also prepared a Spending Plan that, with the Fair Share Plan, is subject to court approval; and

WHEREAS, the Spending Plan includes an allocation of $40,000.00 to Allies to subsidize the renovation of 331 Redfern Street and 423 Wilfred Avenue ("the Properties"), which had been previously purchased by Allies through a neighborhood stabilization program grant for the purposes of family affordable housing; and

WHEREAS, on July 5, 2012, Allies and the Township executed an Agreement for the renovation of the Properties using Affordable Housing Trust Fund monies; and

WHEREAS, it is necessary to amend such Agreement, and this Amended Agreement is the amendment thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

I. The parties agree that the Agreement for the commitment of Affordable Housing Trust Fund Monies executed on July 5, 2012 is hereby terminated, and this Amended Agreement is substituted therefor.

II. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund in the amount of $40,000.00 to Allies for the purpose of subsidizing the renovation of the Properties for use as affordable housing in the form of group homes. The allocation of the Monies shall be made in full upon the execution and approval of this Agreement, provided that the requirements of Article VIII are satisfied.

III. Allies agrees to use the Monies to subsidize the renovation of the following properties:

A. 331 Redfern Street – Renovations to existing three (3) bedroom group home ($20,000.00).

B. 423 Wilfred Avenue – Renovations to existing three (3) bedroom group home ($20,000.00).

IV. Allies shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Properties shall not be age restricted and shall be available only to low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property shall be subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of deed restrictions prepared by the Township and recorded by the Office of the Mercer County Clerk. Allies agrees to execute such instruments.

V. Allies shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. Allies in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.

VI. Allies shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy

of a bedroom. Allies shall pay the Administrative Agent a charge of $200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a low- or moderate-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C.* 5:80-26.1 *et seq*. Such amount may be adjusted to reflect increases in the cost of living.

VII. The Monies provided by the Township shall be returned to it by Allies if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should Allies fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.

VIII. Allies shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

IX. The disbursements of the Monies by the Township to Allies shall be made in full upon the following:

A. Approval of the Township's Spending Plan or of the disbursements set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;

B. The Township is convinced of the creditworthiness of each project; and

C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).

X. Miscellaneous

A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Allies and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

SIGNATURES APPEAR ON THE NEXT PAGE

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

Attest:

Eileen A. Gore, RMC, CMC

Date: 12/19/17

TOWNSHIP OF HAMILTON

Mayor Kelly A. Yaede

Attest:

Melissa Field, VP of Residential Dev

Date: 12/6/2017

Allies Inc.

Richard M. Manall, CFO
(Print Name and Title)

Allies Amended Agreement 11-13-17

7. Allies Inc. – 423 Wilfred Avenue

Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey

Municipality: Hamilton Township County: Mercer

Sponsor: Allies, Inc Developer: Allies, Inc

Block: 2323 Lot: 6 Street Address 423 Wilfred Avenue

Facility Name: Wilfred

Type of Facility:

- [X] Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- [ ] Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- [ ] Transitional facility for the homeless
- [ ] Residential health care facility (licensed by NJ Dept. of Community Affairs)
- [ ] Congregate living arrangement
- [ ] Other – Please Specify: _____

Sources of funding committed to the project :

- [ ] Capital funding from State – Amount $_____
- [ ] Balanced Housing – Amount $_____
- [ ] HUD – Amount $_____
- [ ] Federal Home Loan Bank – Amount $_____
- [ ] Farmers Home Administration – Amount $_____
- [ ] Development fees – Amount $_____
- [ ] Bank financing – Amount $_____
- [X] Other – Please specify: NSP-DCA-$220,852.51

[ ] Please provide a pro forma for proposed projects

Total # of clients 3

Total # of low-income clients 3

Total # of moderate-income clients____

Total # of market-income clients____

# of total bedrooms 3

# of low-income bedrooms 3

# of moderate-income bedrooms____

# of market-income bedrooms ____

Length of Controls: 15 years

Effective Date of Controls: 10/03/12

Expiration Date of Controls: 10/03/27

Average Length of Stay: _____ months (transitional facilities only)

[X] CO Date: 08/20/12

Indicate licensing agency:

[X] DDD [ ] DMHS [ ] DHSS [ ] DCA

Initial License Date: __/__/__ This location has not been licensed yet. Expect to be licensed in July 2016 may

Current License Date: __/__/__

The following verification is attached:

- [✓] Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- [ ] Copy of capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)
- [ ] Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? ✓ Yes ___No

Age-restricted? ✓ Yes ___No

Population Served (describe): Developmental Disabilities

Accessible (in accordance with NJ Barrier Free Subcode)? ___Yes ✓ No

Affirmative Marketing Strategy (check all that apply):

- [✓] DDD/DMHS/DHSS waiting list
- [ ] Other (please specify): _____

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: _____ Allies Inc. 6/10/2016

Project Administrator Date

Certified by: _____

Municipal Housing Liaison Date

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 29 day of March, 2018, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("the Township"), and Allies, Inc., a not-for-profit corporation of the State of New Jersey, having offices at 1262 Whitehorse-Hamilton Square Road, Building A Suite 101, Hamilton, New Jersey 08609 the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Township regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction with respect to the land and improvements more specifically described in Article 2 hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Section 2102 Lot 75 and Section 2323 Lot 6 as shown of the Tax Map of the Township of Hamilton and is known by the street address: 331 Redfern Street and 423 Wilfred Avenue ("the Units").

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period") commencing upon the latter of the date hereof or the date on which the first

eligible person occupies a Unit and shall expire as determined under the Uniform Housing Affordability Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each Unit shall remain subject to the requirements of this subchapter until the Township elects to release it from such requirements. Prior to such a municipal election the Unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Property shall be used solely for the purpose of providing Units for very low-, low-, and moderate-income individuals, and no commitment for residency in a Unit shall be given or implied, without exception, to any person who has not been certified for a Unit in writing by the Township's Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.

C. No improvement may be made to the Property that would affect the bedroom configuration of the unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.

D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ATTEST: Hamilton Township

Eileen A. Gore, RMC, CMC

By: Kelly A. Yaede, Mayor

WITNESS: Allies, Inc.

Melissa Field, Allies Inc.

By: Don Iretola

Title: Sr VP of Public Affairs

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 29 day of March, 2018, before me, the subscriber, personally appeared Don Tretola who I am satisfied is the person who executed the foregoing instrument as Sr VP of Public Affairs of Allies, Inc., a not-for-profit corporation, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Allies, Inc.

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

Patricia Marks March 29, 2018
Notary Public
My Commission Expires:

PATRICIA L. MARKS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/8/2021

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 17th day of April 2018, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

Notary Public
My Commission Expires

ALISON J. SABO
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2445865
My Commission Expires 4/20/2019

AMENDED AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES

THIS AGREEMENT made as of this 6th day of December, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and Allies Inc., a nonprofit corporation of the State of New Jersey, having offices at 1262 Whitehorse-Hamilton Square Road, Building A Suite 101, Hamilton, New Jersey 08690 ("Allies").

WITNESSETH:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 *N.J.* 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A.* 52:27D-301 *et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, the Township has also prepared a Spending Plan that, with the Fair Share Plan, is subject to court approval; and

WHEREAS, the Spending Plan includes an allocation of $40,000.00 to Allies to subsidize the renovation of 331 Redfern Street and 423 Wilfred Avenue ("the Properties"), which had been previously purchased by Allies through a neighborhood stabilization program grant for the purposes of family affordable housing; and

WHEREAS, on July 5, 2012, Allies and the Township executed an Agreement for the renovation of the Properties using Affordable Housing Trust Fund monies; and

WHEREAS, it is necessary to amend such Agreement, and this Amended Agreement is the amendment thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

I. The parties agree that the Agreement for the commitment of Affordable Housing Trust Fund Monies executed on July 5, 2012 is hereby terminated, and this Amended Agreement is substituted therefor.

II. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund in the amount of $40,000.00 to Allies for the purpose of subsidizing the renovation of the Properties for use as affordable housing in the form of group homes. The allocation of the Monies shall be made in full upon the execution and approval of this Agreement, provided that the requirements of Article VIII are satisfied.

III. Allies agrees to use the Monies to subsidize the renovation of the following properties:

A. 331 Redfern Street – Renovations to existing three (3) bedroom group home ($20,000.00).

B. 423 Wilfred Avenue – Renovations to existing three (3) bedroom group home ($20,000.00).

IV. Allies shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Properties shall not be age restricted and shall be available only to low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property shall be subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of deed restrictions prepared by the Township and recorded by the Office of the Mercer County Clerk. Allies agrees to execute such instruments.

V. Allies shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. Allies in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.

VI. Allies shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy

of a bedroom. Allies shall pay the Administrative Agent a charge of $200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a low- or moderate-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C.* 5:80-26.1 *et seq*. Such amount may be adjusted to reflect increases in the cost of living.

VII. The Monies provided by the Township shall be returned to it by Allies if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should Allies fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.

VIII. Allies shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

IX. The disbursements of the Monies by the Township to Allies shall be made in full upon the following:

A. Approval of the Township's Spending Plan or of the disbursements set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;

B. The Township is convinced of the creditworthiness of each project; and

C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).

X. Miscellaneous

A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Allies and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

SIGNATURES APPEAR ON THE NEXT PAGE

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

Attest:

Eileen A. Gore, RMC, CMC

Date: 12/19/17

TOWNSHIP OF HAMILTON

Mayor Kelly A. Yaede

Attest:

Melissa Field, VP of Residential Dev

Date: 12/6/2017

Allies Inc.

Richard M. Manall, CFO
(Print Name and Title)

Allies Amended Agreement 11-13-17

8. Brandywine Woods

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 19-006

1ST READING February 5, 2019
2ND READING & PUBLIC HEARING February 19, 2019
WITHDRAWN _____ LOST _____

DATE TO MAYOR February 20, 2019
DATE RESUBMITTED TO COUNCIL _____
DATE EFFECTIVE March 13, 2019

APPROVED AS TO FORM AND LEGALITY
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY
TITLE

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT,* ARTICLE II, *ZONING DISTRICTS; MAP,* § 550-42, *ZONING MAP*

Be It Ordained by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the *Land Development Code, Hamilton Township, New Jersey,* Chapter 550, *Land Development,* Article II, *Zoning Districts; Map,* § 550-42, *Zoning Map,* as amended and supplemented, be further amended and supplemented as follows:

Chapter 550

LAND DEVELOPMENT

ARTICLE II. ZONING DISTRICTS; MAP

.....

§ 550-42. Zoning Map.

The boundaries of these zoning districts are established on the map entitled "Zoning Map of the Township of Hamilton Revision No. 28," dated 2004, which is hereby made part of this chapter.

The boundaries of the A/T-2 Multiple Family Residential – 2 District shall be applied to: Map 119, Section 1922, Lots 26, 27, 34.

The boundaries of the Special Housing Zone III shall be applied to:
[Block 2163, Lot 3, a portion thereof beginning at the southwesterly corner of Block 2163, Lot 3, running north 508.14 feet, along the common line of Lot 5; running northwest 592.85 feet, along the common line of Lot 5; running east for approximately 1,050 feet; running south for approximately 800 feet to Samuel A. Alito Jr. Way; then running west 550 feet to beginning point.]

BEGINNING and running; thence (1) North 73° 15' 06" West, a distance of 832.15 feet to a point; thence (2) South 89° 23' 54" West a distance of 306.51 feet-to a point in the easterly line of Lot 15; thence (3) Along the easterly line of Lot 15, North 10° 36' 31" East, I a distance of 508.14 feet to a point; thence (4) Along the northerly line of Lot 15, North 30° 18' 09" West, a distance of 592.85 feet to a point; thence (5) Along the northerly line of Lot 15, North 89° 01' 05" West, a distance of 511.33 feet to a point; I thence (6) Still along the same, North 88° 19' 05" West, a distance of 483.13 feet to a point near an old 32" white oak tree; thence (7) Still along the same, North 88° 01'.05"

EXPLANATION Matter UNDERLINED thus in this legislation is new matter.
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 19-006

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT*, ARTICLE II, *ZONING DISTRICTS; MAP*, § 550-42, *ZONING MAP*

West, a distance of 62.57 feet a point in the easterly right-of-way line of the proposed Route I 1-295; thence (8) Along the proposed easterly right-of-way line of Route 1-295, North 37° 55' 47" East, a distance of 51.49 feet; thence (9) Still along the same, North 33° 46' 53" East, a distance of 550.2 feet to a point; thence (10) Still along the same, North 27° 27' 20" I East, a distance of 301.04 feet to a point; thence (11) Still along the same, North 36° 14' 47" East, a distance of 218.78 feet to a point in the westerly line of Lot 18; thence (12) Along the westerly line of Lot 18, South 01° 26' 56" East, a distance of 17.88 feet to the southwesterly corner of Lot 18; thence (13) Along the southerly line of Lot 18, North 88° 10' 23" East, a distance of 883.92 feet to a point near an old fence post, said point being the southeasterly corner of Lot 18; thence (14) Along the easterly line of Lot 18, North 01° 49' 37" West, a distance of 562.06 feet to a point in the southerly line of a proposed Cypress Access Road; thence (15) Along the southerly line of said proposed Cypress Access Road, on a curve to the left with a radius of 3,025 feet, an arc distance of 87.29 feet, measured in a northeasterly direction to a point; thence (16) Still along the same, North 89° 52' 08" East, a distance of 106.69 feet to a point; thence (17) Still along the same, on a curve to the left with a radius of 1,025 feet, an arc distance of 125.23 feet, measured in a northeasterly direction to a point; thence (18) Still along the same, North 82° 52' 08" East, a distance of 90.84 feet to a point; thence (19) Still along the same, on a curve to the left with a radius of 275 feet, an arc distance of 122.10 feet measured in a northeasterly direction to a point; thence (20) Still along the same, on a curve to the right with a radius of 225 feet, an arc distance of 51.47 feet, measured in a northeasterly direction to a point; thence (21) Still along the same, North 87° 40' 54" East, a distance of 116.33 feet to a point; thence (22) North 02° 19' 06" West, a distance of 35 feet to a point in the centerline of Cypress Lane; thence (23) Along the centerline of Cypress Lane, North 87° 40' 54" East, a distance of 219.56 feet to a point in the westerly line of Lot 32 in Section 500; thence (24) Along the westerly line of Lot 32 in Section 500, South 00° 03' 18" East, a distance of 300.23 feet to a point, said point being the southwesterly corner of Lot 32 in Section 500; thence (25) Along the southerly line of Lot 32 in Section 500, South 78° 47' 46" East, a distance of 1,156.34 feet to a point in the westerly line of White Horse-Mercerville Road, 66 feet wide; thence (26) Along the westerly line of White Horse-Mercerville Road, South 18° 19' 02" West, a distance of 186.57 feet to a point, said point being 66 feet at right angles from a monument on the easterly side of said road; thence (27) Still along the same on a curve to the right with a radius of 1,831.93 feet and an arc distance of 395.41 feet measured in a southwesterly direction to a point, said point being 66 feet at right angles from a monument on the easterly side of said road; thence (28) Still along the same, South 26° 19' 02" West, a distance of 792.52 feet to a point; thence (29) Still along the same on a curve to the right with a radius of 2,822.30 feet an arc distance of 241.94 feet measured in a southwesterly direction to a point, said point being the Northeast corner of Lot 124; thence (30) North 43° 17' 20" West, a distance of 94.48 feet to a point being the Northwest corner of Lot 124; thence (31) South 46° 42' 40" West, a distance of 20.00 feet to a point being the Southwest corner of Lot 124; thence (32) South 43° 17' 20" East, a distance of 100 feet to a point being the Southeast corner of Lot 124 and also being the westerly line of White Horse-Mercerville Road; thence (33) Along the westerly line of the above mentioned road, South 31° 18' 03" West, a distance of 380.18 feet to a point; thence (34) Still along the same on a curve to the left with a radius of 2,486.10 feet, an arc distance of 641.34 feet, measured in a southwesterly direction to the point and place of BEGINNING. The above described tract of land containing 121.415 acres.

4

EXPLANATION Matter UNDERLINED thus in this legislation is new matter.
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 19-006

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT*, ARTICLE II, *ZONING DISTRICTS; MAP*, § 550-42, *ZONING MAP*

The boundaries of the Planned Retirement Development Overlay Zone District shall be applied to Map 231, Section 2575, Lots 47.01, 47.54, 161.

.....

Any Ordinance or Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

This Ordinance shall become effective immediately upon final adoption and publication thereof according to law.

4

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

First Reading							Second Reading						
COUNCIL	AYE	NAY	NV	AB	ORD	SEC	COUNCIL	AYE	NAY	NV	AB	ORD	SEC
ILEANA SCHIRMER		✓					ILEANA SCHIRMER		✓			✓	
RALPH V. MASTRANGELO	✓				✓		RALPH V. MASTRANGELO	✓					
ANTHONY P. CARABELLI, JR.	✓					✓	ANTHONY P. CARABELLI, JR.	✓					✓
RICHARD L. TIGHE, JR.		✓					RICHARD L. TIGHE, JR.		✓				
JEFFREY S. MARTIN	✓						JEFFREY S. MARTIN	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting ORD. - Moved SEC. - Seconded

REJECTED ____

APPROVED ✓

KELLY A. YAEDE, MAYOR

2/21/19
DATE

RECONSIDERED BY COUNCIL ____ OVERRIDE VOTE AYE ____ NAY ____

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EXPLANATION Matter UNDERLINED thus in this legislation is new matter.
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 18 050

1ST READING September 18, 2018
2ND READING & PUBLIC HEARING November 20, 2018
WITHDRAWN _____ LOST _____

DATE TO MAYOR November 21, 2018
DATE RESUBMITTED TO COUNCIL _____
DATE EFFECTIVE December 17, 2018

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT*, ARTICLE III, *DISTRICT REGULATIONS*, § 550-93, *A/T-2 MULTIPLE FAMILY RESIDENTIAL – 2 DISTRICT*

Be It Ordained by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the *Land Development Code, Hamilton Township, New Jersey*, Chapter 550, *Land Development,* Article III, *District Regulations*, § 550-93, *A/T-2 Multiple Family Residential – 2 District*, as amended and supplemented, be further amended and supplemented as follows:

18 050

Chapter 550

LAND DEVELOPMENT

ARTICLE III. DISTRICT REGULATIONS

.....

§ 550-93. A/T-2 Multiple Family Residential – 2 District.

A. Permitted Uses:

.....

J. Artificial lighting shall be provided along all walks, paths and interior roads and driveways and in all off-street parking areas with sufficient illumination for safety and convenience.

K. Affordable units shall be provided in accordance with:

(1) A Developer's Agreement is required to establish low/moderate apportionment, very-low income requirement per N.J.S.A. 52:27D-329.1, bedroom distribution, unit size, etc.

(2) The affordable units shall be developed in accordance with the Council on Affordable Housing's (COAH's) regulations at N.J.A.C. 5:93 and the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et seq., which govern the administration and affordability controls of affordable units in New Jersey, with one exception. The exception is for 13% very-low income housing at 30% of the regional median income instead of the UHAC requirement of 10% very-low income housing at 35% of the regional median income.

EXPLANATION **Matter UNDERLINED thus in this legislation is new matter.**
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 18 050

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT*, ARTICLE III, *DISTRICT REGULATIONS*, § 550-93, *A/T-2 MULTIPLE FAMILY RESIDENTIAL – 2 DISTRICT*

(3) At least 13% of the units shall be affordable to very-low income households, 42% of the units shall be affordable to low-income households, and 45% of the units may be affordable to moderate-income households. An odd number shall be split in favor of the low-income unit.

(4) In addition to addressing the requirements of COAH and UHAC noted above, the affordable units shall be developed in accordance with the following:

(a) The affordable units cannot be age-restricted units.

(b) The bedroom distribution requirements pursuant to N.J.A.C. 5:93-7.3 and N.J.A.C. 5:80-26.3(b).

(c) The unit distribution requirements pursuant to N.J.A.C. 5:80-26.3.

[(d) The very-low income distribution requirements pursuant to the NJ Fair Housing Act, N.J.S.A. 52:27D-329.1.]

([e]d) Pursuant to UHAC, N.J.A.C. 5:80-26.11, the affordable units shall be restricted to eligible very-low, low and moderate income households for a minimum of thirty (30) years from the date of their initial occupancy and thereafter until the affordability controls are terminated by the Township ("the Control Period").

([f]e) The phasing requirements pursuant to N.J.A.C. 5:93-5.6(d).

([g]f) The accessibility and adaptability requirements pursuant to N.J.A.C. 5:97-3.14.

L. In the A/T-2 Multiple Family Residential - 2 Zone District, a ground sign shall be permitted for the purpose of identifying a multi-family dwelling project. It shall not exceed 30 square feet in area and not more than one such sign shall be placed on a property unless such property fronts upon more than one street, in which instance a sign may be erected on each frontage. The sign shall not exceed the height of six feet and shall not be located within 10 feet of a public street, parking area or driveway and shall in no way interfere with the safe function of any traffic control signal or directional device nor be located within an intersection sight triangle easement.

.....

18 050

EXPLANATION **Matter UNDERLINED thus in this legislation is new matter.**
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 18 050

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT*, ARTICLE III, *DISTRICT REGULATIONS*, § 550-93, *A/T-2 MULTIPLE FAMILY RESIDENTIAL – 2 DISTRICT*

Any Ordinance or Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

This Ordinance shall become effective immediately upon final adoption and publication thereof according to law.

18 050

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

First Reading							Second Reading						
COUNCIL	AYE	NAY	NV	AB	ORD	SEC	COUNCIL	AYE	NAY	NV	AB	ORD	SEC
ILEANA SCHIRMER	✓						ILEANA SCHIRMER	✓					
RALPH V. MASTRANGELO	✓				✓		RALPH V. MASTRANGELO	✓					✓
RICHARD L. TIGHE, JR.	✓					✓	RICHARD L. TIGHE, JR.	✓				✓	
JEFFREY S. MARTIN	✓						JEFFREY S. MARTIN	✓					
ANTHONY P. CARABELLI, JR.	✓						ANTHONY P. CARABELLI, JR.	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting ORD. - Moved SEC. - Seconded

REJECTED _____

APPROVED ✓

KELLY A. YAEDE, MAYOR

11/26/18
DATE

RECONSIDERED BY COUNCIL _____ OVERRIDE VOTE AYE ____ NAY ____

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EXPLANATION **Matter UNDERLINED thus in this legislation is new matter.**
Matter contained in BRACKETS [thus] is to be omitted from the law.

REQUEST FOR COUNCIL ACTION

DATE: September 10, 2018

SERVICE REQUESTED:

__X__ **Ordinance**

__ **Resolution**

__ **Item for Discussion (explain)**

FOR CONTRACTS & PSA'S (select one):

__ **Request was made for Bids**

__ **Request was made for Proposals/Quotes**

___ **Request was made for Proposals/Quotes for Professional Services**

INITIATING DEPT/DIV: CPC/Planning

SUBJECT MATTER: Revision to Section 550-93 A/T -2 Multiple Family Residential-2 delete 550-42 K (4) (d)

LIST SUPPORTING DATA:

As per Gerry Muller, Esq. Hamilton Affordable Housing Attorney.

Also see attached ordinance 18 010

18 010
BD
9/12/18

AMOUNT OF FUNDING: N/A
(if applicable)

BUDGET ACCOUNT NAME: N/A
(i.e. Dept. of Adm., Professional Services)

RECEIVED
SEP 12 2018
TOWNSHIP OF HAMILTON
DEPARTMENT OF LAW

BUDGET ACCOUNT NO(S): N/A
(i.e. 3-01-20-120-000-028)

APPROVED BY: _____ 9/10/18
David J. Kenny, Business Administrator **DATE**

AF **APPROVED BY:** _____ 9/9/18
Kelly A. Yaede, Mayor **DATE**

9/10/18

(To be completed by the Business Administrator)

PLEASE PREPARE THIS ITEM FOR THE 9/18/18 **COUNCIL AGENDA.**

Deadline for submission to the Office of the Business Administrator for review and approval is 3:00 pm on the Monday the week preceding the Council Meeting.

MUNICIPAL CLERK'S OFFICE
INTEROFFICE MEMORANDUM

TO: RICH WILLIAMS, DIRECTOR OF COMMUNITY PLANNING AND COMPLIANCE

FROM: ALISON SABO, DEPUTY MUNICIPAL CLERK

SUBJECT: PLANNING BOARD REVIEW – ORDINANCE 18-050
CHAPTER 550 LAND DEVELOPMENT

DATE: 9/19/2018

CC: LINDSAY BURBAGE, TOWNSHIP ATTORNEY (W/O ATTACH)

TEE ACOSTA, PLANNING BOARD SECRETARY (W/ ATTACH)

At the regular meeting of the Township Council held on September 18, 2018, Resolution 18-277 was adopted which refers Ordinance 18-050 to the Planning Board for review pursuant to N.J.S.A. 40:55D-26, a copy of which is attached.

18-050 **Ordinance Amending And Supplementing The Land Development Code, Hamilton Township, New Jersey, Chapter 550, Land Development, Article III, District Regulations, § 550-93, A/T-2, Multiple Family Residential – 2 District**

In accordance with N.J.S.A. 40:55D-26, the Planning Board shall, within (35) days after the referral, provide a report to Council containing the Planning Board's comments regarding the proposed ordinance. It is requested that this proposed ordinance be placed on the Planning Board's agenda and that the Board provide their written report to the Township Council as soon as possible. The ordinance is scheduled for second reading and public hearing.

If you have any questions, please contact this office. Thank you.

The Township of Hamilton

Kelly A. Yurdo
Mayor

October 19, 2018

To: Chairman, Mercer County Planning Board
Municipal Clerk, Township of Robbinsville
Municipal Clerk, Lawrence Township
Municipal Clerk, West Windsor Township
Municipal Clerk, City of Trenton
Municipal Clerk, North Hanover Township
Municipal Clerk, Township of Chesterfield
Municipal Clerk, Township of Upper Freehold
Municipal Clerk, City of Bordentown
Municipal Clerk, Township of Bordentown

From: Eileen A. Gore, RMC/CMC
Municipal Clerk

Proposed Ordinance 18-050 (Copy Enclosed)

Ordinance Amending And Supplementing The Land Development Code, Hamilton Township, New Jersey, Chapter 550, Land Development, Article III, District Regulations, § 550-93, A/T-2, Multiple Family Residential – 2 District

The above ordinance was introduced by the Council of the Township of Hamilton on September 18, 2018. Please be advised that a second reading and public hearing on this ordinance will take place on Tuesday, November 20, 2018, 6:30 pm to be held at the Hamilton Township Municipal Building, 2090 Greenwood Avenue (3rd Floor), Hamilton, NJ 08609.

Very truly yours,

Eileen Gore, RMC/CMC/MMC
Municipal Clerk

Delivered via email

RESOLUTION

RESOLUTION OF THE PLANNING BOARD OF THE TOWNSHIP OF HAMILTON, COUNTY OF MERCER, STATE OF NEW JERSEY, FINDING THAT PROPOSED ORDINANCE 18-050 IS IN GENERAL COMPLIANCE WITH THE TOWNSHIP MASTER PLAN

WHEREAS, the Township Council of the Township of Hamilton, County of Mercer, State of New Jersey (hereinafter referred to the "Township") has received a copy of proposed Ordinance 18-050 which was adopted on first reading by the Hamilton Township Council on May 1, 2018 (hereinafter referred to as the "Ordinance"); and

WHEREAS, the Ordinance has been referred to the Planning Board pursuant to the provisions of N.J.S.A. 40:55D-26, in order for the Planning Board to make a determination as to whether or not Ordinance is in general compliance with the Township Master Plan; and

WHEREAS, the Planning Board has reviewed and discussed the proposed Ordinance at a public hearing held on October 11, 2018 and has had the input for its professional staff including Richard Williams, PE, PP and Robert Poppert, PP; and

WHEREAS, the proposed Ordinance makes needed modifications to the Township Land Use Ordinances, founded in Chapter 550 of the Township Code; and

NOW, THEREFORE, BE IT RESOLVED, this 11th day of October, 2018, by the Planning Board of the Township of Hamilton, County of Mercer, State New Jersey, as follows:

1. The Planning Board finds that the aforementioned Ordinance is in general conformance with the Township Master Plan.

2. The Planning Board recommends that the Township Council adopt on second reading the proposed Ordinance No. 18-050.

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

3. The Planning Board authorizes and directs the Chairman and Administrative Secretary to execution any and all necessary documents in order to implement the intent of this Resolution.

IT IS FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded by the Secretary of the Planning Board to the following:

(a) The Honorable Kelly Yaede, Mayor;

(b) Eileen Gore, Township Clerk

(c) Lindsey Burbage, Esquire

(d) Robert Poppert, P.P.

(e) Richard Williams, P.E., P.P.

(f) Jerry J. Dasti, Esquire.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Township Council of the Township of Hamilton at a regular meeting held on the 11th day of October 2018, a quorum being present and voting in the majority.

TEREGJONA ACOSTA, Planning Board Secretary

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

Prepared by:

DASTI, MURPHY, McGUCKIN, ULAKY, KOUTSOURIS & CONNORS
Forked River, New Jersey 08731

\\DMM-SBS\shared\CLIENT MATTERS - GL\Hamilton PB\GL-26765 RESOLUTIONS 2018\Resolution re Ordinance 18-050.doc

RESOLUTION

RESOLUTION OF THE PLANNING BOARD OF THE TOWNSHIP OF HAMILTON, COUNTY OF MERCER, STATE OF NEW JERSEY, FINDING THAT PROPOSED ORDINANCE 18-050 IS IN GENERAL COMPLIANCE WITH THE TOWNSHIP MASTER PLAN

WHEREAS, the Township Council of the Township of Hamilton, County of Mercer, State of New Jersey (hereinafter referred to the "Township") has received a copy of proposed Ordinance 18-050 which was adopted on first reading by the Hamilton Township Council on May 1, 2018 (hereinafter referred to as the "Ordinance"); and

WHEREAS, the Ordinance has been referred to the Planning Board pursuant to the provisions of N.J.S.A. 40:55D-26, in order for the Planning Board to make a determination as to whether or not Ordinance is in general compliance with the Township Master Plan; and

WHEREAS, the Planning Board has reviewed and discussed the proposed Ordinance at a public hearing held on October 11, 2018 and has had the input for its professional staff including Richard Williams, PE, PP and Robert Poppert, PP; and

WHEREAS, the proposed Ordinance makes needed modifications to the Township Land Use Ordinances, founded in Chapter 550 of the Township Code; and

NOW, THEREFORE, BE IT RESOLVED, this 11th day of October, 2018, by the Planning Board of the Township of Hamilton, County of Mercer, State New Jersey, as follows:

1. The Planning Board finds that the aforementioned Ordinance is in general conformance with the Township Master Plan.

2. The Planning Board recommends that the Township Council adopt on second reading the proposed Ordinance No. 18-050.

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

3. The Planning Board authorizes and directs the Chairman and Administrative Secretary to execution any and all necessary documents in order to implement the intent of this Resolution.

IT IS FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded by the Secretary of the Planning Board to the following:

(a) The Honorable Kelly Yaede, Mayor;

(b) Eileen Gore, Township Clerk

(c) Lindsey Burbage, Esquire

(d) Robert Poppert, P.P.

(e) Richard Williams, P.E., P.P.

(f) Jerry J. Dasti, Esquire.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Township Council of the Township of Hamilton at a regular meeting held on the 11th day of October 2018, a quorum being present and voting in the majority.

TEREGJONA ACOSTA, Planning Board Secretary

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

Prepared by:

DASTI, MURPHY, McGUCKIN, ULAKY, KOUTSOURIS & CONNORS
Forked River, New Jersey 08731

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 18 030

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT*, ARTICLE III, *DISTRICT REGULATIONS*, § 550-94, *SPECIAL HOUSING ZONE III*

Any Ordinance or Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

This Ordinance shall take effect 20 days after action or inaction by the Mayor as provided for by law or an override of a mayoral veto by the Council, whichever is applicable; upon filing with the Mercer County Planning Board; upon publication according to law; and upon approval of this Ordinance by the Superior Court of New Jersey, Law Division having jurisdiction over a certain action entitled *In the Matter of Hamilton Township*, Docket No. MER-L-1573-15 or by the New Jersey Council on Affordable Housing.

18 030

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

First Reading							Second Reading						
COUNCIL	AYE	NAY	NV	AB	ORD	SEC	COUNCIL	AYE	NAY	NV	AB	ORD	SEC
ILEANA SCHIRMER	✓					✓	ILEANA SCHIRMER	✓					
RALPH V. MASTRANGELO	✓						RALPH V. MASTRANGELO	✓				✓	
RICHARD L. TIGHE, JR.	✓						RICHARD L. TIGHE, JR.	✓					✓
JEFFREY S. MARTIN	✓				✓		JEFFREY S. MARTIN	✓					
ANTHONY P. CARABELLI, JR	✓						ANTHONY P. CARABELLI, JR	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting ORD. - Moved SEC. - Seconded

REJECTED ____

APPROVED ✓

KELLY A. YAEDE, MAYOR

11/26/18
DATE

RECONSIDERED BY COUNCIL ____ OVERRIDE VOTE AYE ____ NAY ____

L:\COUNCIL\Ordinance\LANDDEVL\2018 Revisions\Sec 550-94 ProjectFreedom-JusticeSamuelAlitoJrWay 6-12-18.doc

EXPLANATION **Matter UNDERLINED thus in this legislation is new matter.**
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 18 010

1ST READING March 6, 2018
2ND READING & PUBLIC HEARING March 20, 2018
WITHDRAWN _____ LOST _____

DATE TO MAYOR March 22, 2018
DATE RESUBMITTED TO COUNCIL _____
DATE EFFECTIVE April 17, 2018

APPROVED AS TO FORM AND LEGALITY
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY
TITLE

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT*, ARTICLE II, *ZONING DISTRICTS; MAP*, § 550-42, *ZONING MAP*, AND ARTICLE III, *DISTRICT REGULATIONS*, § 550-93, *A/T-2 MULTIPLE FAMILY RESIDENTIAL – 2 DISTRICT*

Be It Ordained by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the *Land Development Code, Hamilton Township, New Jersey*, Chapter 550, *Land Development*, Article II, *Zoning Districts; Map*, § 550-42, Zoning Map, and Article III, *District Regulations*, § 550-93, *A/T-2 Multiple Family Residential – 2 District*, as amended and supplemented, be further amended and supplemented as follows:

Chapter 550

LAND DEVELOPMENT

ARTICLE II. ZONING DISTRICTS; MAP

18 010

.....

§ 550-42. Zoning Map.

The boundaries of these zoning districts are established on the map entitled "Zoning Map of the Township of Hamilton Revision No. 28," dated 2004, which is hereby made part of this chapter.

The boundaries of the A/T-2 Multiple Family Residential – 2 District shall be applied to: Map 119, Section 1922, Lots 26, 27, 34.

.....

ARTICLE III. DISTRICT REGULATIONS

.....

§ 550-93. A/T-2 Multiple Family Residential – 2 District.

A. Permitted Uses:

(1) Multi-family Units, provided that:

(a) The maximum residential yield is 298 units.

(b) 20% of the total dwelling units that are the subject of a development application shall be low- and moderate-income dwellings as required by Article V, § 550-165 through § 550-170 with 55% affordable to low-income households and 45% affordable to moderate income households.

EXPLANATION Matter UNDERLINED thus in this legislation is new matter.
Matter contained in BRACKETS [thus] is to be omitted from the law.

EXHIBIT
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ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT*, ARTICLE II, *ZONING DISTRICTS; MAP*, § 550-42, *ZONING MAP*, AND ARTICLE III, *DISTRICT REGULATIONS*, § 550-93, *A/T-2 MULTIPLE FAMILY RESIDENTIAL – 2 DISTRICT*

(c) No more than 15% of the market-rate units may be three (3) bedroom units.

(d) No unit may have more than three (3) bedrooms.

(2) Public parks, playgrounds, conservation areas and public purpose uses.

(3) Public recreational and community center buildings and grounds.

(4) Farms. See § 550-136, Right to farm, of this chapter.

(5) Building structures and uses owned and operated by the Township of Hamilton.

B. Accessory Uses:

(1) Decks and patios which shall be uniform in size and materials and complement the architectural style and design of the dwelling unit and the overall project design, as established during the site plan review and approval process. All decks and patios shall be constructed when the development is constructed.

(2) Private residential tool or garden sheds not to exceed 12 by 12 by 12 feet and located three feet from property lines.

(3) Off-street parking and private garages.

(4) Fences and walls which shall be uniform in size and materials and complement the architectural style, type and design of the dwelling unit and the overall project design, as established during the site plan review and approval process. All fences and walls shall be constructed when the development is constructed.

(5) Entrance gatehouses and structures provided such structure(s) are located along entrance roadway(s) to the property, are located outside of any required site triangle, and are designed to complement the architectural style and the overall project design.

(6) Community amenities, such as but not limited to pool, clubhouse, walking trails.

(7) Signs.

(8) Temporary sales or construction trailer(s).

(a) The trailer(s) shall be located on the same lot as the principal permitted use and shall meet all setback requirements for principal buildings in the zone.

(b) The trailer(s) shall be shown on the site plan for the principal permitted use and shall be reviewed by the administrative officer on an individual case basis in accordance with the performance standards in § 550-120.

(c) The trailer(s) shall be permitted to remain only for the period of construction, renting or sale of the permitted use.

18 010

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ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT*, ARTICLE II, *ZONING DISTRICTS; MAP*, § 550-42, *ZONING MAP,* AND ARTICLE III, *DISTRICT REGULATIONS*, § 550-93, *A/T-2 MULTIPLE FAMILY RESIDENTIAL – 2 DISTRICT*

(d) Only one sales trailer and two construction trailers are permitted per project.

(9) Roof-mounted solar or photovoltaic energy-generating facility.

C. Conditional Uses:

(1) None.

D. Area and Yard Requirements:

(1) Tract Development.

(a) Minimum tract area: 60 acres

(b) Maximum impervious coverage: 40%

(c) Maximum Principal Building Height: 3 stories / 40 feet

(d) Maximum Accessory Building Height: 30 feet

(e) Open space: Not less than 20% of the gross development area shall be designed as and devoted to common open space for use primarily by the residents of the planned development or subject to conservation easements restricting their development.

(2) Lot sizes and dimensions, yard sizes and building arrangement may be freely disposed and arranged, in accordance with the following standards:

(a) Window wall to window wall: 50 feet minimum.

(b) End wall to window wall: 30 feet minimum.

(c) End wall (no openings) to end wall: 12 feet minimum.

(d) Any building face to parking area: 12 feet minimum.

(e) Any building face to street curb: 20 feet minimum.

(3) Buildings & Parking Areas shall may be freely disposed and arranged, in accordance with the following minimum distances:

(a) Boundary line: 30 feet

(b) Offsite right-of-way: 75 feet

(c) Common property line with nonresidential use and nonresidential zoning district: 40 feet

(d) Landscape buffer required to Klockner Road right-of-way: 50 feet

18 010

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TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 18 010

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT*, ARTICLE II, *ZONING DISTRICTS; MAP*, § 550-42, *ZONING MAP*, AND ARTICLE III, *DISTRICT REGULATIONS*, § 550-93, *A/T-2 MULTIPLE FAMILY RESIDENTIAL – 2 DISTRICT*

(e) Landscape buffer required to any other lot line: 25 feet

(f) Unit setback to existing interstate right-of-way: 200 feet

(4) Each multifamily development shall contain a clubhouse in accordance with the following standards:

(a) Minimum floor area: 25 SF per unit

(b) Minimum pool sitting area: Twice the pool surface area

E. Natural features and critical areas, such as treed areas, scenic views; historic sites; natural terrain including steep slopes and open waters; wetlands and associated buffers; wildlife corridors; natural drainage lines; open space of high ecological value; and other community assets shall be preserved as much as practical.

F. Architectural Standards:

(1) Building exteriors shall have vertical and/or horizontal offsets to create visual breaks on the exterior.

(2) A variety of building heights is encouraged in a single development.

(3) A variety of building setbacks, rooflines, color schemes, and elevations shall be required in the development to avoid a repetitious or monotonous streetscape.

(4) The exteriors of all buildings in the development, including accessory buildings, shall conform architecturally and be constructed of materials of like character.

(5) Each building and combined complex of units shall have a compatible architectural theme with variations in design to provide attractiveness to the development, which shall include consideration of landscaping techniques, building or orientation to the site and to other structures, topography, natural features and individual dwelling unit design, such as varying unit width, staggering unit setbacks, providing different exterior materials, changing rooflines and roof designs, altering building heights and changing types of windows, shutters, doors, porches, colors and vertical or horizontal orientation of the facades, singularly or in combination, for each unit.

(6) In order to prevent the development of long and monotonous buildings and ridgelines, which serve to increase the sense of density, lack interest and liken the development to a barracks, overall structures of attached townhouses shall consist of no more than eight townhouse dwelling units. There shall be at least three different ridgeline heights in each overall structure of attached townhouses, which shall vary by at least three feet. In any overall structure of attached townhouses, no more than two adjacent dwelling units shall have the same setback. Setbacks shall vary by at least eight feet.

18 010

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ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT,* ARTICLE II, *ZONING DISTRICTS; MAP,* § 550-42, *ZONING MAP,* AND ARTICLE III, *DISTRICT REGULATIONS,* § 550-93, *A/T-2 MULTIPLE FAMILY RESIDENTIAL – 2 DISTRICT*

(7) The monotony of long overall structures of attached townhouses is considerably diminished when such structures are sited on gently rolling lands. In such instances, the Planning Board may approve the construction of overall structures of attached townhouses containing nine or 10 townhouse dwelling units.

G. Off-street parking facilities shall be provided as follows:

(1) Residential: Residential parking shall be provided pursuant to the Residential Site Improvement Standards ("RSIS"), N.J.A.C. 5:21-1 et seq. Guest parking is required as per RSIS.

(2) Clubhouse: One (1) space for every six (6) units

H. Each development shall provide for the removal of trash and garbage. Storage of trash and garbage shall be subject to Planning Board review and approval.

I. There shall be provided a safe and convenient system of sidewalks and bike paths accessible to all occupants. Due consideration should be given in planning walks, paths and ramps to prevent slipping or stumbling. Handrails and ample space for rest shall be provided. All walks, paths and risers shall be designed according to the requirements of the Americans with Disabilities Act (ADA). When required, sidewalks shall be at least five feet wide and bike paths six feet wide, as approved by the Planning Board.

J. Artificial lighting shall be provided along all walks, paths and interior roads and driveways and in all off-street parking areas with sufficient illumination for safety and convenience.

K. Affordable units shall be provided in accordance with:

(1) A Developer's Agreement is required to establish low/moderate apportionment, very-low income requirement per N.J.S.A. 52:27D-329.1, bedroom distribution, unit size, etc.

(2) The affordable units shall be developed in accordance with the Council on Affordable Housing's (COAH's) regulations at N.J.A.C. 5:93 and the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et seq., which govern the administration and affordability controls of affordable units in New Jersey, with one exception. The exception is for 13% very-low income housing at 30% of the regional median income instead of the UHAC requirement of 10% very-low income housing at 35% of the regional median income.

(3) At least 13% of the units shall be affordable to very-low income households, 42% of the units shall be affordable to low-income households, and 45% of the units may be affordable to moderate-income households. An odd number shall be split in favor of the low-income unit.

(4) In addition to addressing the requirements of COAH and UHAC noted above, the affordable units shall be developed in accordance with the following:

(a) The affordable units cannot be age-restricted units.

18 010

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TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 18 010

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT*, ARTICLE II, *ZONING DISTRICTS; MAP*, § 550-42, *ZONING MAP,* AND ARTICLE III, *DISTRICT REGULATIONS*, § 550-93, *A/T-2 MULTIPLE FAMILY RESIDENTIAL – 2 DISTRICT*

(b) The bedroom distribution requirements pursuant to N.J.A.C. 5:93-7.3 and N.J.A.C. 5:80-26.3(b).

(c) The unit distribution requirements pursuant to N.J.A.C. 5:80-26.3.

(d) The very-low income distribution requirements pursuant to the NJ Fair Housing Act, N.J.S.A. 52:27D-329.1.

(e) Pursuant to UHAC, N.J.A.C. 5:80-26.11, the affordable units shall be restricted to eligible very-low, low and moderate income households for a minimum of thirty (30) years from the date of their initial occupancy and thereafter until the affordability controls are terminated by the Township ("the Control Period").

(f) The phasing requirements pursuant to N.J.A.C. 5:93-5.6(d).

(g) The accessibility and adaptability requirements pursuant to N.J.A.C. 5:97-3.14.

L. In the A/T-2 Multiple Family Residential - 2 Zone District, a ground sign shall be permitted for the purpose of identifying a multi-family dwelling project. It shall not exceed 30 square feet in area and not more than one such sign shall be placed on a property unless such property fronts upon more than one street, in which instance a sign may be erected on each frontage. The sign shall not exceed the height of six feet and shall not be located within 10 feet of a public street, parking area or driveway and shall in no way interfere with the safe function of any traffic control signal or directional device nor be located within an intersection sight triangle easement.

18 010

§ 550-9[3]4. Through § 550.110. (Reserved)

.....

EXPLANATION Matter UNDERLINED thus in this legislation is new matter.
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 18 010

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT,* ARTICLE II, *ZONING DISTRICTS; MAP,* § 550-42, *ZONING MAP,* AND ARTICLE III, *DISTRICT REGULATIONS,* § 550-93, *A/T-2 MULTIPLE FAMILY RESIDENTIAL – 2 DISTRICT*

Any Ordinance or Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

This Ordinance shall take effect 20 days after action or inaction by the Mayor as provided for by law or an override of a mayoral veto by the Council, whichever is applicable; upon filing with the Mercer County Planning Board; upon publication according to law; and upon approval of this Ordinance by the Superior Court of New Jersey, Law Division having jurisdiction over a certain action entitled *In the Matter of Hamilton Township,* Docket No. MER-L-1573-15 or by the New Jersey Council on Affordable Housing.

18 010

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

First Reading							Second Reading						
COUNCIL	AYE	NAY	NV	AB	ORD	SEC	COUNCIL	AYE	NAY	NV	AB	ORD	SEC
ILEANA SCHIRMER							ILEANA SCHIRMER	✓					
RALPH V. MASTRANGELO							RALPH V. MASTRANGELO	✓				✓	
RICHARD L. TIGHE, JR.							RICHARD L. TIGHE, JR.	✓					✓
JEFFREY S. MARTIN							JEFFREY S. MARTIN	✓					
ANTHONY P. CARABELLI, JR.							ANTHONY P. CARABELLI, JR.	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting ORD. - Moved SEC - Seconded

REJECTED ____

APPROVED ✓

KELLY A. YAEDE, MAYOR

3-28-18
DATE

RECONSIDERED BY COUNCIL ____ OVERRIDE VOTE AYE ____ NAY ____

L:\COUNCIL\Ordinance\LANDDEVL\2018 Revisions\Sec.550-42&Sec.550-93.BrandywineWoods-KlocknerRd.3-1-18.doc

EXPLANATION **Matter UNDERLINED thus in this legislation is new matter.**
Matter contained in BRACKETS [thus] is to be omitted from the law.

ECKERT SEAMANS
ATTORNEYS AT LAW

Eckert Seamans Cherin & Mellott, LLC
Princeton Pike Corporate Center
2000 Lenox Drive, Suite 203
Lawrenceville, NJ 08648

Mailing Address:
P.O. Box 5404
Princeton, NJ 08543

TEL 609 392 2100
FAX 609 392 7956
www.eckertseamans.com

312099-1

Frank J. Petrino, Esq.
609-989-5029
fpetrino@eckertseamans.com

April 5, 2018

VIA EMAIL
Gerald J. Muller, Esq.
Miller Porter & Muller, P.C.
One Palmer Square, Suite 540
Princeton, NJ 08542

Re: Lindsey/Brandywine Site

Dear Mr. Muller:

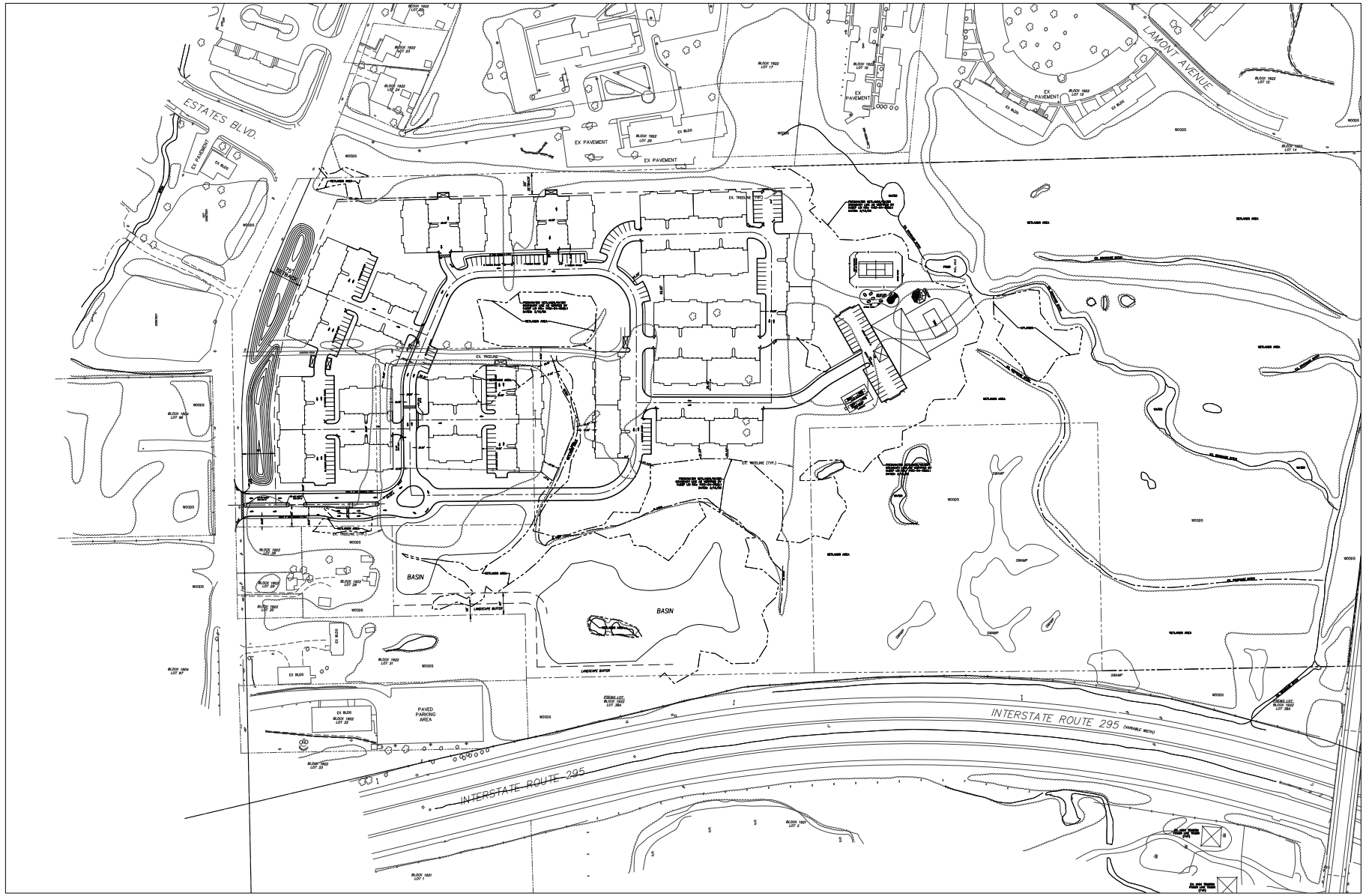
This is to confirm that my client is the owner of the 62 acre Lindsey site, for which an approval for a 298 unit age restricted development including 33 affordable units known as Brandywine was granted by the Planning Board on July 26, 2007. The owner's broker is in discussions with multiple developers. It is contemplated that the purchaser will develop the site in accordance with the adopted zoning ordinance (No. 18-010) which permits a development of 298 units with a 20 percent set aside for affordable housing. That results in 238 market units and 60 affordable units, of which 55% would be low-income units and 45% would be moderate-income units. Any agreement of sale will be contingent upon inclusion of the Lindsey Property in the Township's Court approved HEFSP and the purchaser expeditiously filing an application with the Hamilton Township Planning Board in accordance with the ordinance terms and for the maximum number of permitted units. All of the units will be family rentals, with up to 15% of the market units 3 bedroom apartments.

Very truly yours,

Frank J. Petrino

FJP:amp
cc: The Lindsey Family
Mark Olinsky
Lindsay L. Burbage, Esq.
Elizabeth K. McManus, LEED AP, PP, AICP

EXHIBIT
tabbies
P-15



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)

1 inch = 50 ft.

NO.	REVISION	DATE	Dr/Ck

CADD# 05030conceptR	DESIGN BY: SHA	DATE: 8/30/17
PB# -	DRAWN BY: KYA	SCALE: 1"=50'
BOOK# -	Checked by: SHA	FILE NO.: 05-030

AMERICAN ENGINEERING, INC.
ENGINEERS, SURVEYORS AND PLANNERS

SHARIF H. ALI
New Jersey Professional Engineer Lic. No. 34669

Preliminary Plat – Major Subdivision
Lot 26, 27 & 34 Block 1922
Hamilton Township
Mercer County, New Jersey

CONCEPT PLAN

296 UNITS
(224 Market Units & 74 Affordable Units)

JOB # 05-030

1 / 1

9. Capstone Infill Housing

ADDRESS	MUNICIPALITY	ZIP	Restriction Date	TERM	Expiration Date	Base Price	SUBSIDY	Block	Lot	BR	MIX	Owner Name	CURRENT OWNER PURCHASE DATE	CURRENT OWNER SALE PRICE
117 THIRD AVENUE	HAMILTON TWP	08619	4/22/98	30	4/22/28	$67,800	UHORP	1584	16.02	3	M	GEIGER, SUSAN	4/22/98	$67,800
1550 EAST STATE STREET	HAMILTON TWP	08609	7/16/99	30	7/16/29	$63,800	UHORP	1727	14.05	3	M	SUMMERS, RENEE	7/16/99	$63,800
1560 EAST STATE STREET	HAMILTON TWP	08609	9/1/98	30	9/1/28	$59,000	UHORP	1727	14.04	3	M	CINTRON, IDALIA	9/1/98	$59,000
1570 EAST STATE STREET	HAMILTON TWP	08609	8/15/98	30	8/15/28	$60,800	UHORP	1727	14.03	3	M	BROWN, CARLTON	8/15/98	$60,800
1580 EAST STATE STREET	HAMILTON TWP	08609	7/30/99	30	7/30/29	$57,880	UHORP	1727	14.02	3	L	SEIGEL, DAVID	7/30/99	$57,880
1590 EAST STATE STREET	HAMILTON TWP	08609	11/30/98	30	11/30/28	$61,600	UHORP	1727	14.01	3	M	FORECLOSURE, GEORGE JEANETTE	11/18/08	$100
179 PARKINSON AVENUE	HAMILTON TWP	08610	8/4/99	30	8/4/29	$71,600	UHORP	2260	17	3	M	BLOOR, DIAHANN	8/4/99	$71,600
275 PITMAN AVENUE	HAMILTON TWP	08610	12/16/98	30	12/16/28	$67,800	UHORP	2357	7.01	3	M	ALVIN-MULLEN, SANDRA	12/16/98	$67,800
325 PITMAN AVENUE	HAMILTON TWP	08610	2/15/98	30	2/15/28	$67,800	UHORP	2357	1.02	3	M	WARNER, MARY	2/15/98	$67,800
375 PITMAN AVENUE	HAMILTON TWP	08610	6/8/98	30	6/8/28	$68,600	UHORP	2357	7.03	3	M	HOLLOWAY, JACQUELINE	6/8/98	$68,600
38 N. JOHNSTON AVENUE	HAMILTON TWP	08609	7/28/99	30	7/28/29	$63,800	UHORP	1729	1.02	3	M	JOHNSON, KAMERON	7/28/99	$63,800
40 JOHNSTON AVENUE	HAMILTON TWP	08609	7/23/99	30	7/23/29	$58,600	UHORP	1729	1.03	3	M	STROMAN, NATALA	7/23/99	$58,600
435 WILFRED AVENUE	HAMILTON TWP	08610	5/11/98	30	5/11/28	$67,800	UHORP	2323	8	3	M	GALLAGHER, LINDA	5/11/98	$67,800

MERCER COUNTY CLERK'S OFFICE

Mercer County Clerk's Office
Catherine DiCostanzo, County Clerk
Recording Sheet

THIS COVER SHEET CONTAINS ALL RECORDING INFORMATION. PLEASE DO NOT REMOVE FROM DOCUMENT.

Return To:

VANGUARD TITLE AGENCY
145 SOUTH MAIN ST

PENNINGTON NJ 08534

Index DEEDS

Book 03639 Page 0202

No. Pages 0006

Instrument MISC DEEDS

Date : 7/28/1999

Time : 2:27:32

Control # 199907280531

INST# RD 1999 029833

NEW JERSEY STATE DEPT
COMMUNITY AFFAIRS
JOHNSON
KAMERON L
NEW JERSEY HOUSING & MTG
FINANCE AGENCY

Employee ID LISAC

RECORDING	$	23.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
Total:	$	23.00

STATE OF NEW JERSEY
MERCER COUNTY CLERK'S OFFICE

**********PLEASE NOTE**********
* DO NOT REMOVE THIS COVER SHEET - *
*IT CONTAINS ALL RECORDING INFORMATION *
****

Catherine DiCostanzo
County Clerk

D036390202

VOL3639 PG202

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R&R
Advanced Title
Agency
145 South Main St.
Pennington NJ 08534

DDS
SPSS
967
23.00 PD

State of New Jersey

Council On Affordable Housing

New Jersey Department of Community Affairs
New Jersey Housing and Mortgage Finance Agency

Affordable Housing Agreement

Prepared by: Edward Pattik
EDWARD PATTIK, New Jersey Department of Community Affairs

A Declaration of Covenants, Conditions And Restrictions

Pursuant to the transfer of ownership of an affordable housing unit for the price of $ 57,800 this AGREEMENT is entered into on this 28 day of July 1999 between KAMERON L. JOHNSON owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and New Jersey Department of Community Affairs and the New Jersey Housing and Mortgage Finance Agency hereafter jointly referred to as the "AUTHORITY," which Authority shall be for the purpose of this Agreement an instrumentality of HAMILTON TWP. (referred to as the "MUNICIPALITY"), both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit described in Section II PROPERTY DESCRIPTION for a period of at least 30 years beginning on July 28, 1999 and ending at the first non-exempt transfer of title after July 27, 2029 unless extended by municipal resolution as described in Section III TERMS OF RESTRICTION.

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WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c. 222) hereinafter "Act", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of at least 6 years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached Exhibit A of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing units (unit) remain(s) affordable to low and moderate income eligible households for that period of time described in Section III TERM OF RESTRICTION; and

WHEREAS, the New Jersey Housing and Mortgage Finance Agency has subsidized the development of the Affordable Housing Unit under its Urban Homeownership Recovery Program.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority for the specified period of time.

I. DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by L. 1983, c.530 (C.55:14K-1 et seq.).

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and, (4) Transfer of ownership by court order. All other title transfers shall be deemed nonexempt.

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assigns of the First Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Services

(IRS) and/or that can be utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority to sell an affordable unit to a household that exceeds the income eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marketed the unit for 90 days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by Council.

"Low Income Household" shall mean a Household whose total Gross Annual Income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income figure established by geographic region and household size using the income guidelines approved for use by the Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sales or rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Owner shall not include any co-signer or co-borrower on any First Purchase Money Mortgage unless such co-signer or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Price Differential" shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the index after reasonable real estate broker fees have been deducted. The unrestricted sales price shall be on less than a comparable fair market price as determined by the Authority at the time a Notice of Intent to Sell has been received from the Owner.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Purchaser" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing unit subject to a mortgage commitment and closing.

"Repayment" shall mean the Owner's obligation to the Authority for payment of 95% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the Affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Repayment Mortgage" shall mean the second mortgage document signed by the Owner, and each subsequent owner during the Term of Restriction as described in Section III hereof, that is given to the municipality as security for the payment due under the original and each subsequent Repayment Note. The form of Repayment Mortgage and Note are appended as Exhibit B.

"Resale Price" shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the index. The resale price may also be adjusted to accommodate an approved home improvement.

"Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire, theft and liability insurance.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Block 1729 Lot 1.02

Municipality HAMILTON TOWNSHIP

County MERCER No. of bedrooms 3

Complete Street Address and Unit Number

38 Johnston Avenue

City Hamilton Twp.

State N.J. Zip 08609

If additional Affordable Housing units are to be covered by this Agreement, a description of each additional unit is attached as Exhibit A and is incorporated herein.

III. TERM OF RESTRICTION

A. The term, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

1. At the first non-exempt sale after 10 (ten) years from the beginning date established pursuant to Paragraph A above for units located in municipalities receiving State Aid pursuant to P.L. 1978, L. 14 (N.J.S.A. 52:27D178 et seq.) that exhibit one of the characteristics delineated in N.J.A.C. 5:93-5.3(b); or at the first non-exempt sale after 30 (thirty) years from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or

2. The date upon which the event set forth in Section IX FORECLOSURE herein shall occur.

C. The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C 5:93.1 et seq. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit or units is/are located.

D. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the Affordable Housing unit has been released from the restrictions of this Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housing unit for sale shall not sell the unit at a Resale Price greater than an established Base Price plus the allowable percentage of an increase as determined by the Index applicable to the municipality in which the unit is located. However, in no event shall the approved resale price be established at a lower level than the last recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Low and Moderate Income-Eligible Households.

C. An Owner wishing to enter a transaction that will terminate controls as specified heretofore in Section III TERM OF RESTRICTION shall be obligated to provide a Notice of Intent to Sell to the Authority and the Council. An option to buy the unit at the maximum restricted sales price as calculated by the index shall be made available to the Municipality, the Department, the Agency, or a qualified non-profit organization as determined by the Council for a period of ninety (90) days from the date of delivery of the Notice of Intent to Sell. The option to buy shall be by certified mail and shall be effective on the date of mailing to the Owner.

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1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the Owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the Index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Note for a period of up to thirty (30) years.

2. Alternately, the Owner may also elect to sell to any purchaser at a fair market price. In this event, the Owner shall be obligated to pay the municipality 95% of the Price Differential generated at the time of closing and transfer of title of the Affordable Housing unit after restrictions have ended as specified heretofore in Section III TERMS OF RESTRICTION.

3. If the owner does not sell the unit within/one (1) year of the date of delivery of the Notice of intent to Sell, the option to buy shall be restored to the municipality and subsequently to the Department, the Agency or a Non-Profit approved by the Council. The Owner shall then be required to submit a new Notice of Intent to Sell the affordable unit to the Authority.

D. The Affordable Housing unit shall be sold in accordance with all rules, regulations, and requirements duly promulgated by the Council (N.J.A.C. 5:92-1 et seq.), the intent of which is to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable Master Deed and no later than the closing date of the initial sale.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section 11 PROPERTY DESCRIPTION and/or Exhibit A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTION of the Agreement.

C. A Repayment Mortgage and a Repayment Note shall be executed between the Owner and the Authority, which for purposes of this Agreement shall be an instrumentality of the municipality, wherein the unit(s) is (are) located at the time of closing and transfer of title to any purchaser of an Affordable Housing Unit. The Repayment Mortgage shall provide for the repayment of 95% of the Price Differential at the first non-exempt transfer of title after the ending date of restrictions as specified in Section III TERM OF RESTRICTION. The Repayment Mortgage shall be recorded with the records office of the County in which the unit is located.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Contracts to Purchase from all Owners to Certified Purchasers of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT which is filed concurrently with this deed in the Office of the County Clerk of Mercer County and is also on file with the Authority".

Any Master Deed that includes an Affordable Housing unit shall also reference the affordable unit and the Affordable Housing Agreement and any variation in services, fees, or other terms of the Master Deed that differentiates the affordable unit from all other units covered in the Master Deed.

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of each Affordable Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units shall at all times remain the Primary Residence of the Owner. The Owner shall not rent any Affordable Housing unit to any party whether or not that party qualifies as Low or Moderate Income household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that expenditures for any alteration that allows a unit to be resold to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Price. Owners must obtain prior approval for such alteration from the Authority to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing no less than ninety (90) days prior to any proposed sale of an intent to sell the property. Owners shall not execute any purchase agreement, convey title or otherwise deliver possession of the Affordable Housing unit without prior written approval of the Authority.

F. An Owner shall request referrals of eligible households from pre-established referral lists maintained by the Authority.

G. If the Authority does not refer a certified household within sixty (60) days of the Notice of Intent to Sell the unit or no Agreement to Purchase the unit has been executed, the Owner may propose a Contract to Purchase the unit to an income eligible household not referred through the Authority. The proposed Purchaser must complete all required Household Eligibility forms and submit Gross Annual Income Information for verification to the Authority for written certification as an eligible sales transaction.

H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was originally restricted (e.g. refrigerator, range, washer, dryer, dishwasher, wall to wall carpeting) shall be included in the maximum allowable Resale Price. Other items of property may be sold to the Purchaser at a reasonable price that has been approved by the Authority at the time of signing the Agreement to Purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the Base Price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Council, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The Owner and the Purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at Resale.

1. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, second mortgages approved by the Authority and liens of the Authority to attach and remain on the property for more than sixty (60) days.

J. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-Laws of an Association, shall further fully comply with all of the terms, conditions and restrictions of this Affordable Housing Agreement.

K. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and

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regulations duly promulgated by the Council (N.J.A.C. 5:93), for determining that a resale transaction is qualified for a Certificate of exemption. The Owner shall notify the Authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exempt Transaction does not terminate the resale restrictions or existing liens and is not considered a certified sales transaction in calculating subsequent resale prices. A Certificate of exemption shall be filed with the deed at the time of the title transfer.

L. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93), for determining that a resale transaction is qualified for a Hardship Waiver. The Owner may submit a written request for a Hardship Waiver, if no Certified Household has executed an agreement to purchase within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to issuing a Hardship Waiver, the Municipality shall have 30 days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a Certified Household. The Municipality may transfer this option to the Department, the Agency, or a qualified non-profit organization as determined by the Council. For approval of a hardship Waiver, an Owner must document efforts to sell the unit to an income eligible household. If the waiver is granted, the Owner may offer a low income unit to a moderate income household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be recorded with the deed at the time of closing and is only valid for the designated deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.

M. The Owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in Lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgagee shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or an entity action on their behalf and all subsequent purchasers, Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable housing unit owned by such defaulting mortgagor at time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

In the event of a Foreclosure sale by the First Purchase Money Mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the First Money mortgage, including the costs of foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgagee and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as through same were a personal contractual obligation of the defaulting mortgagor. Neither the First Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums: First Purchase Money Mortgage, prior liens, costs of Foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permitted Resale Price.

If there are Owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The First Purchase Money Mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the Municipality wherein the Affordable Housing unit is located from acquiring an affordable property prior to foreclosure sale at the approved maximum Resale price and holding, renting or conveying it to a Certified Household if such right is exercised within 90 days after the property is listed for sale and all outstanding obligations to the First Purchase Money Mortgagee are satisfied.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and

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delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:

At the address of the property stated in Section II PROPERTY DESCRIPTION hereof

To the Authority:

At the address stated below:

NJ Department of Community Affairs
Division of Housing and Community Resources
101 South Broad Street
PO Box 806
Trenton, New Jersey 08625-0806

Or such other address that the Authority, Owner or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

The Owner and the Authority hereby agree that all Affordable Housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in Section III, Paragraph C, TERM OF RESTRICTION. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the County in which the Affordable Housing units are situated.

XIX. NONCONFORMING PROVISIONS

This Affordable Housing Agreement has been modified from the standard form- of Agreement published for use in affordable housing sales transactions by the Council and the Department (N.J.A.C.5:93 App. E Supp. 918-95). Modifications have been made to accommodate the goals and purposes of the Agency's Urban Homeownership Recovery Program. To this end, the following sections of this Agreement do not conform with the standard form: Agency is included in caption and introductory paragraph; a sixth "Whereas" is added; "Repayment Mortgage" definition is expanded to clarify that subsequent owners are to execute a new Repayment Mortgage and Note; and the form of Repayment Mortgage and Note are appended as Exhibit B.

XX. ACKNOWLEDGMENT

Owner acknowledges receipt of a true copy of this Agreement.

In Witness Whereof the Owner(s) has executed this Affordable Housing Agreement for the purposes stated herein.

Dated: July 28, 1999 By: Kameron L. Johnson
Signature (Owner)
Kameron L. Johnson

Signature (Co-Owner)

STATE OF NEW JERSEY)
) SS
COUNTY OF Mercer)

BE IT REMEMBERED, that on this 28 day of July 1999, before me, the subscriber, personally appeared Kameron L. Johnson who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner (Co-Owner) named in the within instrument: that is the Affordable Housing Agreement of the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me, the date aforesaid.

RICHARD C. POLLOCK
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 5/26/2000

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Mercer County Clerk's Office

Mercer County Clerk's Office
Catherine DiCostanzo, County Clerk
Recording Sheet

THIS COVER SHEET CONTAINS ALL RECORDING INFORMATION. PLEASE DO NOT REMOVE FROM DOCUMENT.

Return To:

VANGUARD TITLE AGENCY
145 SOUTH MAIN ST

PENNINGTON NJ 08534

Index MORTGAGE BOOK

Book 04936 Page 0270

No. Pages 0003

Instrument MORTGAGES

Date : 7/28/1999

Time : 2:28:16

Control # 199907280533

INST# RD 1999 029834

JOHNSON
KAMERON L
NEW JERSEY HOUSING & MTG
FINANCE AGENCY

Employee ID LISAC

RECORDING	$	17.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
Total:	$	17.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

**********PLEASE NOTE**********
* DO NOT REMOVE THIS COVER SHEET - *
*IT CONTAINS ALL RECORDING INFORMATION *
****

Catherine DiCostanzo
Mercer County Clerk

M049360270

This is not a certified copy

R+R:
Vaughan Title Agency
145 South Main St.
Pennington NJ 08534

State of New Jersey
Council On Affordable Housing
New Jersey Department of Community Affairs
New Jersey Housing And Mortgage Finance Agency

Exhibit B

mtg (2pss)
967
17.00 pd

Repayment Mortgage

Contains Deed Restrictions

Mortgage Is Subordinate To A First Purchase Money Mortgage or Refinancing

Prepared by: Edward Pattik
EDWARD PATTIK, New Jersey Dept. of Community Aff.

This Mortgage made on July 28, 19 99 between KAMERON L. JOHNSON (referred to as "Borrower") and the New Jersey Housing and Mortgage Finance Agency and the New Jersey Department of Community Affairs (referred to hereinafter jointly as the "Authority"), which Authority is for purposes of the Repayment Mortgage an instrumentality of HAMILTON TOWNSHIP (referred to as the "Municipality").

THIS IS NOT A CERTIFIED COPY

REPAYMENT MORTGAGE NOTE

In consideration of value received by the Borrower in connection with the Property (described below) purchased by the Borrower, the Borrower has signed a Note dated July 28, 199. The Borrower promises to pay the amounts due under the Note and to abide by all promises contained in the Note.

MORTGAGE AS SECURITY

This Mortgage is given to the Authority as security for the payment due and the performance of all promises under the Note. The Borrower mortgages the real estate owned by the Borrower described as follows (referred to as the "Property"):

All of the land located in the TOWNSHIP of HAMILTON
County of MERCER and State of New Jersey, specifically described as follows:
Street Address: 38 Johnson Ave.
City: Hamilton Township, NJ Zip: 08609 Block No: 1729 Lot No: 1.02

Also more particularly as described in the Rider attached hereto.

Together with:

1. All buildings and other improvements that now are or will be located on the Property.
2. All fixtures, equipment and personal property that now are or will be attached to or used with the land, buildings and improvements of or on the Property.
3. All rights which the Borrower now has or will acquire with regard to the Property.

BORROWER'S ACKNOWLEDGMENT

1. The Borrower acknowledges and understands that:
   a) Municipalities within the State of New Jersey are required under the Fair Housing Act and regulations adopted under the authority of the Act to provide for their fair share of housing that is affordable to households of low and moderate income; and
   b) The Property which is subject to this Mortgage has been designated as housing which must remain affordable to low and moderate income households for at least thirty years unless a shorter time period is authorized in accordance with rules established by any agency having jurisdiction (the "restricted period"); and
   c) To ensure that such housing, including this Property, remains affordable to low and moderate income households during the restricted period, and Affordable Housing Agreement has been executed by the Borrower that constitutes covenants running with the land with respect to the Property and the Municipality has adopted procedures and restrictions governing the resale of the Property; and
   d) The Authority to which the Property is mortgaged has been designated by the Municipality to administer the procedures and restrictions governing such housing.
2. The Borrower also acknowledges and understands that the Property has been purchased at a base price that is less than the fair market value of the Property.

BORROWER'S PROMISES

In consideration for the value received in connection with the purchase of the Property at a restricted sales price, the Borrower agrees as follows:

1. The Borrower will comply with all of the terms of the Note and this Mortgage which includes:
   a) Within the restricted period starting with the date the Borrower obtained title to the Property, the Borrower shall not sell or transfer title to the Property for an amount that exceeds the maximum allowable resale price as established by the Authority. In the event of breach of this promise, Borrower hereby assigns all proceeds in excess of the maximum allowable resale price to the Authority, said assignment to be in addition to any and all rights and remedies the Authority has upon default.
   b) At the first non-exempt transfer of title of the Property after the ending date of the restricted period, the Borrower agrees to repay 95% of the incremental amount between the maximum allowable resale price and the fair market selling price which has accrued to the Property during the restricted period to the Authority.
2. The Borrower warrants title to the premises (N.J.S.A. 46:9-2). This means the Borrower owns the Property and will defend its ownership against all claims.
3. The Borrower shall pay all liens, taxes, assessments and other governmental charges made against the Property when due. The Borrower will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.
4. The Borrower shall keep the Property in good repair, neither damaging nor abandoning it. The Borrower will allow the Authority to inspect the Property upon reasonable notice.
5. The Borrower shall use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

Certified Copy

CONTROLS ON AFFORDABILITY

The procedures and restrictions governing resale of the Property have been established pursuant to the Fair Housing Act and the regulations adopted under the authority of the Act, (all collectively referred to as "Controls on Affordability"). Reference is made to the Controls on Affordability for the procedure in calculating the maximum allowable resale price, the method of repayment described in item 1 (b) of the section entitled "Borrower's Promises", and the definition of a "restricted sale" for purposes of determining when the Affordability Controls are applicable, and the determination of the restricted period of time.

RIGHTS GIVEN TO LENDER

The Borrower, by mortgaging the Property to the Authority, gives the Authority those rights stated in this Mortgage, all rights the law gives to the Authority and/or Municipality under the Affordability Controls. The rights given to the Authority and the restrictions upon the Property are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Borrower and all subsequent purchasers and owners of the Property, and their heirs and assigns of all of them. Upon performance of the promises contained in the Note and Mortgage, the Authority will cancel this Mortgage at its expense.

DEFAULT

The Authority may declare the Borrower in default on the Note and this Mortgage if:

1. The Borrower fails to comply with the provisions of the Affordable Housing Agreement;
2. The Borrower fails to make any other payment required by the Note and this Mortgage;
3. The Borrower fails to keep any other promise made in this Mortgage;
4. The ownership of the Property is changed for any reason without compliance with the terms of the Note and Mortgage;
5. The holder of any lien on the Property starts foreclosure proceedings; or
6. Bankruptcy, insolvency or receivership are started by or against any of the Borrowers.

AUTHORITY'S RIGHTS UPON DEFAULT

If the Authority declares that the Note and this Mortgage are in default, the Authority shall have, subject to the rights of the First Mortgagee, all rights given by law or set forth in this Mortgage.

NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON NOTICE TO THE OTHER PARTY.

NO WAIVER BY AUTHORITY

The Authority may exercise any right under this Mortgage or under any law, even if the Authority has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. The Authority does not waive its right to declare the Borrower is in default by making payments or incurring expense on behalf of the Borrower.

EACH PERSON LIABLE

The Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs and executors). The Authority may enforce any of the provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage.

SUBORDINATE MORTGAGE

This lien on this Mortgage is inferior to and subject to the terms and provisions of the First Purchase Money Mortgage executed contemporaneously herewith or any subsequent refinancing.

SUBSEQUENT OWNERS

The lien on this Mortgage shall not be released against the property and the Borrower unless any subsequent owner aquiring the property during the restricted period shall execute the same form of Repayment Mortgage and Repayment Mortgage Note and the same shall have been recorded in the county recording office.

NO ORAL CHANGES

This Mortgage can only be changed by an agreement in writing signed by both the Borrower and the Authority.

SIGNATURES

The Borrower agrees to the terms of this Mortgage by signing below.

ACKNOWLEDGMENT

Borrower acknowledges receipt of a true copy of this Mortgage at no charge.

In Witness whereof the Borrower(s) has executed this Repayment Mortgage for the purposes stated herein.

ATTEST: _____ By: Kameron L. Johnson
Signature (Borrower)

_____
Signature (Co-Borrower)

STATE OF NEW JERSEY)
) ss
COUNTY OF Mercer)

BE IT REMEMBERED, that on this 28 day of July, 19 99 before me, the subscriber, Richard C. Pollock personally appeared Kameron L. Johnson who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Borrower (Co-Borrower) named in the within instrument; that is the Repayment Mortgage for the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me, _____ the date aforesaid.

RICHARD C. POLLOCK
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 5/26/2000

End of Document

This is not a certified copy

10. Community Options – 25 Tattletown Road

Community Options, Inc.

Supporting People with Disabilities since 1989

506 Hamburg Turnpike, Suite 107, Wayne, NJ 07470
Phone: 973-905-4015 / Fax: 862-257-9788

Robert Stack
President/ CEO

August 8, 2018

Mr. Robert C. Poppert
Township Planner, Division of Planning
2090 Greenwood Avenue
Hamilton, New Jersey 08650

RE: 25 Tattletown Road Funding Proposal

Dear Mr. Poppert,

I am writing to respectfully request for funding assistance for Community Options, Inc. (COI) to make necessary repairs at 25 Tattletown Road, Hamilton, NJ 08650. The property is owned by COI and is licensed by the Department of Children and Families to be used as a group home for four individuals under the age of 21.

As part of the funding agreement, the property will be deed restricted as affordable housing for a period of up to thirty years.

The following items are in need of repair and/or replacement:

1. Installation of a new septic system to replace malfunctioning system.
2. Tree removal and section of fence to allow for septic contractor to do their work
3. Add HVAC to rooms above garages

We have received bids for a septic contractor, which are attached. Items 2 and 3 are currently in the process of receiving bids.

Community Options a national non-profit organization based in New Jersey. We operate over 130 licensed residential programs through the Department of Human Services and Department of Children and Families in New Jersey.

Thank you for your time and consideration. If you have any questions, I can be reached at 551-204-4982. We look forward to an opportunity to work with you on this project.

Sincerely,

Wei-Han Zhou
Special Projects Manager

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 18 556

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO COMMUNITY OPTIONS, INC. FOR RENOVATIONS TO 25 TATTLETOWN ROAD (5 BEDROOMS); ($60,000.00 TOTAL GRANT AMOUNT)

Whereas Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 16, 2008; and

Whereas Hamilton Township petitioned the Superior Court on July 7, 2015 for determination that Hamilton Township's Housing Element and Fair Share Plan is constitutionally compliant, as well as a Judgment of Compliance and Repose and Builders Remedy Immunity; and

Whereas on November 7, 2018 the court ruled after conclusion of a final compliance hearing that Hamilton Township had a constitutionally compliant Housing Element and Fair Share Plan and directed that an order be entered so providing and subject to specified conditions; and

Whereas the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.); and

Whereas Community Options, Inc. was incorporated on February 9, 1989 to develop residential and employment supports for people with severe disabilities; and

Whereas Community Options, Inc. is the owner of a property located at 25 Tattletown Road in Hamilton Township, which is a 5 bedroom community home that provides housing for individuals with severe disabilities; and

Whereas Community Options, Inc. has requested a grant from Hamilton Township's Affordable Housing Trust Fund in order to subsidize the cost of renovations to the aforementioned property; and

Whereas Mayor Kelly A. Yaede and the Council of Hamilton wish to allocate $60,000.00 from the Township's Affordable Housing Trust Fund to Community Options, Inc., for renovations to 25 Tattletown Road (5 bedrooms); and

Whereas upon acceptance of these grant monies, the aforesaid property will be subject to a deed restriction as an affordable housing property for 30 years and thereafter until terminated by the Township; and

Whereas this allocation is also subject to the Court's approval of the creditworthiness of the unit located at 25 Tattletown Road (5 bedrooms) and the expenditure of funds for renovations to said unit; and

Whereas this allocation is also subject to execution of an Agreement between Community Options, Inc. and Hamilton Township; and

38

18 556

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 18 556

RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO COMMUNITY OPTIONS, INC. FOR RENOVATIONS TO 25 TATTLETOWN ROAD (5 BEDROOMS); ($60,000.00 TOTAL GRANT AMOUNT)

Whereas it is in the best interest of the citizens of the Township to proceed with this commitment to Community Options, Inc.;

Now, Therefore, Be It Resolved by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that upon entry of a Conditional Judgment of Compliance and Repose, the proper municipal officials be and hereby are authorized to allocate $60,000.00 from the Township's Affordable Housing Trust Fund to Community Options, Inc., in order to subsidize renovations to a property located at 25 Tattletown Road (5 bedrooms) in Hamilton Township.

Be It Further Resolved by the Council of the Township of Hamilton that the Mayor and Clerk are authorized and directed to execute a Deed Restriction for the aforementioned property and that the Township shall record such instrument after execution by the other party thereto.

3P

Be It Further Resolved by the Council of the Township of Hamilton that the proper officials be and hereby are authorized to execute an Agreement with Community Options, Inc., and that their signatures constitute acceptance of the terms and conditions of the Agreement.

18 556

ADOPTED BY COUNCIL ON December 18, 2018
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER	✓					✓
RALPH V. MASTRANGELO	✓					
RICHARD L. TIGHE, JR.	✓					
JEFFREY S. MARTIN			✓		✓	
ANTHONY P. CARABELLI, JR.	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting RES. - Moved SEC. - Seconded

L:\COUNCIL\Resolution\COAH\CommunityOptions.25TattletownRoad.HomeImprovements.2018.Revised12-10-18.doc

AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES

THIS AGREEMENT made as of this 22 day of May, 2019 (the "Effective Date") by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and Community Options, Inc., a non-for-profit corporation of the State of New Jersey, having offices at 506 Hamburg Turnpike, Suite 107, Wayne, New Jersey 07470 ("COI").

WITNESSETH:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 *N.J.* 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A.* 52:27D-301 *et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, the Township has also prepared an Amended Spending Plan that, with an Amended Fair Share Plan, are subject to court approval; and

WHEREAS, COI wishes to renovate 25 Tattletown Road, which is licensed by the Department of Children and Families to be used as a group home for four individuals under the age of 21, and wishes to request an allocation of monies from the Township's Affordable Housing Trust Fund for this purpose.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

I. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund, in the amount of $60,000.00, to COI for the purpose of subsidizing renovation costs for a property at 25 Tattletown Road to be used, after renovations, as a group home for four individuals under the age of 21 ("the Property").

II. COI agrees to use the Monies to defray renovation costs.

III. COI shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Property shall not be age restricted and shall be available only to very low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. The Property shall be subject to affordability controls for very low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of a deed restriction prepared by the Township and recorded by the Office of the Mercer County Clerk. COI agrees to execute such instrument.

IV. COI shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. COI in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.

V. COI shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable very low-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. COI shall pay the Administrative Agent a charge of $200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a very low-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C.* 5:80-26.1 *et seq.* Such amount may be adjusted to reflect increases in the cost of living.

VI. The Monies provided by the Township shall be returned to it by COI if within the affordability control period described above it ceases to function or provide the services set forth herein, unless the Township approves a different operator of the house and any changes in the services rendered. The Monies provided by the Township for the Property shall be returned to the Township should COI fail to obtain a certificate of occupancy for the Property, should it fail to comply with the Uniform Housing Affordability Controls or should any section of this Agreement not be met.

VII. COI shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-

profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

VIII. The disbursements of the Monies by the Township to COI shall be made in full upon the following:

a. Approval of the Township's Spending Plan or of the disbursement set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;

b. The Township is convinced of the creditworthiness of each project; and

c. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).

IX. Miscellaneous

A. Severability. The provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement.

F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with counsel, that each Party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between them with respect to the subject matter hereof, except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, or participate in any decision relating to the Agreement that is prohibited by law, absent the need to invoke the rule of necessity.

SIGNATURES APPEAR ON THE NEXT PAGE

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the Effective Date.

Attest:

Eileen A. Gore, RMC, CMC

Date: 5/28/19

TOWNSHIP OF HAMILTON

Mayor Kelly A. Yaede

Attest:

Date: 5/22/2019

Community Options, Inc.

By: David P Sweeney, CFO

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 22nd day of May, 2019, before me, the subscriber, personally appeared David P Sweeney who I am satisfied is the person who executed the foregoing instrument as CFO of Community Options, Inc., a not-for-profit corporation, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Community Options, Inc.

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

DEVON R. RICHARDSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 29, 2020

Notary Public
My Commission Expires 12/29/2020

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 28 day of May 2019, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

ERIN O. EMBLEY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50097874
My Commission Expires 1/28/2024

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 22 day of May, 2019, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("the Township"), and Community Options, Inc., a not-for-profit corporation of the State of New Jersey, having offices at 506 Hamburg Turnpike, Suite 107, Wayne, New Jersey 07470, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits received by the Owner from the Township regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction with respect to the land and improvements more specifically described in Article 2 hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Block 2732 Lot 9, as shown of the Tax Map of the Township of Hamilton and is known by the street address: 25 Tattletown Road ("the Unit").

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period") commencing upon the latter of the date hereof or the date on which the first eligible person occupies the Unit and shall expire as determined under the Uniform Housing Affordability Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, the Unit shall remain subject to the requirements of this subchapter until the Township elects to release it from such requirements. Prior to such a municipal election the Unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Property shall be used solely for the purpose of providing the Unit as a group home for very low-income individuals, and no commitment for residency in the Unit shall be given or implied, without exception, to any person who has not been certified for the Unit in writing by the Township's Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.

C. No improvements may be made to the Property that would affect the bedroom configuration of the Unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.

D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened or actual breach of any of the Covenants by the Owner, or any successor-in-interest of the Property, the Administrative Agent and the Township

shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by Owner, or any successor-in-interest or other owner of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ATTEST: Hamilton Township

Eileen A. Gore, RMC, CMC

By: Kelly A. Yaede, Mayor

WITNESS: Community Options, Inc.

5/22/2019

By:

Title: David J. Sweeney, CFO

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 22nd day of May, 2019, before me, the subscriber, personally appeared David P. Sweeney who I am satisfied is the person who executed the foregoing instrument as CFO of Community Options, Inc., a not-for-profit corporation, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Community Options, Inc.

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

DEVON R. RICHARDSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 29, 2020

Notary Public
My Commission Expires: 12/29/2020

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 28 day of MAY 2019, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

ERIN O. EMBLEY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50097874
My Commission Expires 1/28/2024

Notary Public
My Commission Expires 1/28/24

AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES

THIS AGREEMENT made as of this 22 day of May, 2019 (the "Effective Date") by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and Community Options, Inc., a non-for-profit corporation of the State of New Jersey, having offices at 506 Hamburg Turnpike, Suite 107, Wayne, New Jersey 07470 ("COI").

WITNESSETH:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 *N.J.* 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A.* 52:27D-301 *et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, the Township has also prepared an Amended Spending Plan that, with an Amended Fair Share Plan, are subject to court approval; and

WHEREAS, COI wishes to renovate 25 Tattletown Road, which is licensed by the Department of Children and Families to be used as a group home for four individuals under the age of 21, and wishes to request an allocation of monies from the Township's Affordable Housing Trust Fund for this purpose.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

I. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund, in the amount of $60,000.00, to COI for the purpose of subsidizing renovation costs for a property at 25 Tattletown Road to be used, after renovations, as a group home for four individuals under the age of 21 ("the Property").

II. COI agrees to use the Monies to defray renovation costs.

III. COI shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Property shall not be age restricted and shall be available only to very low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. The Property shall be subject to affordability controls for very low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of a deed restriction prepared by the Township and recorded by the Office of the Mercer County Clerk. COI agrees to execute such instrument.

IV. COI shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. COI in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.

V. COI shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable very low-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. COI shall pay the Administrative Agent a charge of $200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a very low-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C.* 5:80-26.1 *et seq.* Such amount may be adjusted to reflect increases in the cost of living.

VI. The Monies provided by the Township shall be returned to it by COI if within the affordability control period described above it ceases to function or provide the services set forth herein, unless the Township approves a different operator of the house and any changes in the services rendered. The Monies provided by the Township for the Property shall be returned to the Township should COI fail to obtain a certificate of occupancy for the Property, should it fail to comply with the Uniform Housing Affordability Controls or should any section of this Agreement not be met.

VII. COI shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-

profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

VIII. The disbursements of the Monies by the Township to COI shall be made in full upon the following:

a. Approval of the Township's Spending Plan or of the disbursement set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;

b. The Township is convinced of the creditworthiness of each project; and

c. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).

IX. Miscellaneous

A. Severability. The provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement.

F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with counsel, that each Party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between them with respect to the subject matter hereof, except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, or participate in any decision relating to the Agreement that is prohibited by law, absent the need to invoke the rule of necessity.

SIGNATURES APPEAR ON THE NEXT PAGE

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the Effective Date.

Attest:

Eileen A. Gore, RMC, CMC

Date: 5/28/19

TOWNSHIP OF HAMILTON

Mayor Kelly A. Yaede

Attest:

Date: 5/22/2019

Community Options, Inc.

By: David P Sweeney, CFO

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 22nd day of May, 2019, before me, the subscriber, personally appeared David P Sweeney who I am satisfied is the person who executed the foregoing instrument as CFO of Community Options, Inc., a not-for-profit corporation, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Community Options, Inc.

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

DEVON R. RICHARDSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 29, 2020

Notary Public
My Commission Expires 12/29/2020

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 28 day of May 2019, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

ERIN O. EMBLEY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50097874
My Commission Expires 1/28/2024

11. Credits without Controls

The Township of Hamilton
Department of Community Planning and Compliance
Kelly A. Yaede
Mayor
Richard S. Williams
P.E., P.P., C.M.E.
Director / Municipal Engineer

March 23, 2017

Gerald J. Muller, Esquire
Miller, Porter & Muller, P.C.
One Palmer Square, Suite 540
Princeton, NJ 08542

RE: Credits without Controls

Dear Mr. Muller,

I am familiar with and have reviewed COAH's May 15, 2002 letter to Hamilton Township as it pertains to Hamilton's Credits Without Controls survey, October 1999. In response to questions raised, Society Hill I, Pebble Creek and Granville Arms are all zoned A/T (Multiple Family Residential) and Abbott Commons and Briarwood are zoned PND (Planned Neighborhoods). These five (5) neighborhoods are NOT age-restricted or planned retirement developments.

If you have any questions concerning the above, please feel free to contact me at rpoppert@hamiltonnj.com or at 609-890-3674. Thank you.

Yours truly,

Robert C. Poppert, PP/AICP
Township Planner

File
Cc: Elizabeth K. McManus, LEED AP, PP, AICP, Senior Associate, Clarke Caton Hintz

State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
101 South Broad Street
PO Box 813
Trenton NJ 08625-0813
(609) 292-3000
(609) 633-6056 (Fax)

James E. McGreevey
Governor

Susan Bass Levin
Commissioner
Lucy Voorhoeve
Executive Director

May 15, 2002

Allen Schectel, P.P.
Planning Superintendent
Township of Hamilton
Department of Engineering, Planning and Inspections
2090 Greenwood Avenue
P.O. Box 00150
Hamilton, New Jersey 08650

RE: Hamilton Township's Credits Without Controls survey, October 1999

Dear Allen:

I am writing to you regarding Hamilton Township's credits without controls survey per the Council on Affordable Housing's (COAH) regulations N.J.A.C. 5:93 – 3.2. A total of 266 surveys were received in this office for the survey period of October 1999.

COAH staff determined, in a report dated August 29, 2001, that 56 of the 266 households returning surveys were income-eligible per COAH's low and moderate income definition.

In calculating household income, the 1999 COAH income limits were used to coincide with the survey period of October 1999.

The township submitted comparable sales data for each of these 56 units in order that COAH staff might determine which units were available for sale or rental at 'affordable' prices per COAH's definition. The maximum sales and rental prices for Hamilton's credits without controls survey are as follows:

Housing Type	**Maximum Sales / Rental Price**	
Society Hill I 2 bedroom condominiums-rental / for-sale	$ 92,584	$1,505 gross
Single-family, non-association, 3 bedrooms	$ 120,117	
Abbott Commons, 2 bedroom condominiums	$ 91,592	
Abbott Commons, 2 bedroom townhouses	$ 94,905	
Abbott Commons, 3 bedroom townhouses	$ 111,422	
Pebble Creek, 3 bedroom single-family with association dues	$ 111,318	

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COAH Fax:609-633-6056 Nov 5 2008 02:01pm P002

Briarwood, 2 bedroom townhouses	$ 95,319
Granville, 1 bedroom condominiums	$ 73,066
Granville, 2 bedroom condominiums	$ 85,441

After reviewing the comparable housing values provided by Hamilton with the maximum calculated sales / rental prices above, COAH reported, in a letter dated April 25, 2002, that 45 units were deemed to be 'affordable' as the average comparable sales or rental prices were below the maximum affordable prices calculated by COAH.

In calculating the maximum sales prices, COAH staff used the 1999 COAH income limits to coincide with the survey period of October 1999. COAH used its standard values in calculating homeowners insurance at $25.00 per month and private mortgage insurance (PMI) at $7.80 per $1,000 of the monthly mortgage amount.

Hamilton provided COAH with the following figures for the survey period which were used in COAH's calculations of income eligibility and housing cost eligibility:

1. the average 30-year fixed mortgage rate of 7.45 percent;
2. the county tax equalization ratio of 1.0391 and
3. the municipal tax rate of $2.71 per $100 of assessed value.

On May 6, 7, 8 and 9, 2002, Hamilton's licensed building inspector, David Keintz, performed exterior inspections on each of these 45 units. The building inspector certified each unit to be in sound condition per N.J.A.C. 5:93-3.2(b).

As these 45 certified units are occupied by income eligible households and are available in the general real estate market at sales or rental prices that are 'affordable' per COAH definition, COAH grants the Township of Hamilton, Mercer County 45 credits without controls towards it cumulative 12-year affordable housing obligation of 1,060 units (355 rehabilitation and 705 new construction).

If you have any questions, please feel free to call me at (609) 292-4338.

Sincerely,

Kate Butler, P.P.
Principal Planner

cc: Mayor Glen D. Gilmore
Maureen Fullaway, COAH
Mary Beth Lonergan, COAH

COAH Fax:609-633-6056 Nov 5 2008 02:02pm P003/016

12. Eden – 3 Blue Devil Lane

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 28 day of March, 2018, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("the Township"), and Eden Autism Services, LLC, a not-for-profit corporation of the State of New Jersey, having offices at 2 Merwick Road, Princeton, New Jersey 08540 the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Township regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction with respect to the land and improvements more specifically described in Article 2 hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Section 156 Lot 21 and Section 154 Lot 8 as shown of the Tax Map of the Township of Hamilton and is known by the street address: 3 Blue Devil Lane and 433 Princeton Avenue ("the Units").

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period") commencing upon the latter of the date hereof or the date on which the first

eligible person occupies a Unit and shall expire as determined under the Uniform Housing Affordability Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each Unit shall remain subject to the requirements of this subchapter, the "Control Period," until the Township elects to release it from such requirements. Prior to such a municipal election the Unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Property shall be used solely for the purpose of providing Units for very low-, low-, and moderate-income individuals, and no commitment for residency in a Unit shall be given or implied, without exception, to any person who has not been certified for a Unit in writing by the Township's Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.

C. No improvement may be made to the Property that would affect the bedroom configuration of the unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.

D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ATTEST: Hamilton Township

Eileen A. Gore, RMC, CMC By: Kelly A. Yaede, Mayor

WITNESS: Eden Autism Services

Director of Real Estate By: Title: CFO

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 28th day of MARCH, 2018, before me, the subscriber, personally appeared DAVID NAPOLEON who I am satisfied is the person who executed the foregoing instrument as CFO of Eden Autism Services, a not-for-profit corporation, the

entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Eden Autism Services.

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

Notary Public
My Commission Expires:

JOHN M GENNUSO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 10, 2019

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 28 day of March 2018, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

Notary Public
My Commission Expires

BRITTANI RADICE-CALDERONE
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2395047
My Commission Expires 6/5/2020

July 14, 2016

Ashton Jones
Clarke Caton Hintz
100 Barrack Street
Trenton, NJ 08608

RE: Eden Autism Services Hamilton Group Homes
433 Princeton Avenue
3 Blue Devil Lane

Dear Ashton:

Eden Autism Services owns and operates two (2) group homes in Hamilton, located at 433 Princeton Avenue and 3 Blue Devil Lane. The residents in both homes consist of residents that are all very low income. The Princeton Avenue group home has a 2o year deed restriction that expires in 2022 and the Blue Devil group home has a 20 year affordable housing deed restriction that expires in 2036. Eden plans on continuing to operate both these group homes for the foreseeable future.

Sincerely,

Gia Gore
Director of Real Estate

2 Merwick Road, Princeton, NJ 08540 • P 609.987.0099 • F 609.987.0243 • www.edenautism.org

Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey

Municipality: Hamilton County: Mercer

Sponsor: Eden Autism Services, Inc. Developer: Eden Autism Services, Inc.

Block: 1566 Lot: 21 Street Address 3 Blue Devil Lane

Facility Name: Blue Devil Lane Group Home

Type of Facility:

X Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))

- ☐ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs)
- ☐ Congregate living arrangement
- ☐ Other – Please Specify: _____

Sources of funding committed to the project :
Capital funding from State – Amount $ 386,734
☐ Balanced Housing – Amount $_____
☐ HUD – Amount $_____
☐ Federal Home Loan Bank – Amount $_____
☐ Farmers Home Administration – Amount $_____
☐ Development fees – Amount $_____
☐ Bank financing – Amount $_____
X Other – Please specify: Mercer County HOME Investment Partnerships Program & Hamilton Township (pending)

☐ Please provide a pro forma for proposed projects

Total # of clients 4

Total # of low-income clients 4

Total # of moderate-income clients ____

Total # of market-income clients ____

# of total bedrooms 4

# of low-income bedrooms 4

# of moderate-income bedrooms ____

# of market-income bedrooms ____

Length of Controls:

Effective Date of Controls: ~~9~~ /__/ ~~2002~~ 2016

Expiration Date of Controls: ~~9~~/__/ ~~2022~~ 2036

Average Length of Stay: _____ months (transitional facilities only)

X CO Date: _4_/_7_/2016

Indicate licensing agency:

X DDD ☐ DMHS ☐ DHSS ☐ DCA

Initial License Date: _4_/8 /2016

Current License Date: 4_/_8_/2016

The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Copy of capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)
- ☐ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? X Yes ___No

Age-restricted? ___Yes X No

Population Served (describe): Adults with autism

Accessible (in accordance with NJ Barrier Free Subcode)? ___Yes X No

Affirmative Marketing Strategy (check all that apply):

X DDD/DMHS/DHSS waiting list

- ☐ Other (please specify): _____

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: _____ 7/14/16
Project Administrator Date

Certified by: _____ _____
Municipal Housing Liaison Date

AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES

THIS AGREEMENT made as of this 1st day of November, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and Eden Autism Services, a non-for-profit corporation of the State of New Jersey, having offices at 2 Merwick Road, Princeton, New Jersey 08540 ("Eden Autism").

WITNESSETH:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 *N.J.* 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A.* 52:27D-301 *et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, the Township has also prepared a Spending Plan that, with the Fair Share Plan, is be subject to court approval; and

WHEREAS, the Spending Plan includes an allocation of $200,000.00 to Eden Autism Services for acquisition costs and renovation of property that it owns at 3 Blue Devil Lane and 433 Princeton Avenue, such allocation being at the request of Eden Autism Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

I. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund, in the amount of $200,000.00, to Eden Autism Services for the purpose of defraying acquisition costs for and renovating properties for use as affordable housing in the form of group homes. The monies shall be allocated in one payment of $200,000.00 for 3 Blue Devil Lane and 433 Princeton Avenue (hereafter "the Properties"). The payment shall be made at the commencement of renovation of the first of the two Properties and receipt of an invoice submitted by Eden Autism Services, provided that the requirements of Article VIII are satisfied.

II. Eden Autism Services agrees to use the Monies to defray acquisition costs and renovate the Properties.

III. Eden Autism Services shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Properties shall not be age restricted and shall be available only to low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property shall be subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of deed restrictions prepared by the Township and recorded by the Office of the Mercer County Clerk. Eden Autism Services agrees to execute such instruments.

IV. Eden Autism Services shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. Eden Autism Services in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.

V. Eden Autism Services shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. Eden Autism Services shall pay the Administrative Agent a charge of $200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a low- or moderate-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C.* 5:80-26.1 *et seq*. Such amount may be adjusted to reflect increases in the cost of living.

VI. The Monies provided by the Township shall be returned to it by Eden Autism Services if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should Eden Autism Services fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.

VII. Eden Autism Services shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

VIII. The disbursements of the Monies by the Township to Eden Autism Services shall be made in full upon the following:

A. Approval of the Township's Spending Plan by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;

B. The Township is convinced of the credit-worthiness of each project; and

C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).

IX. Miscellaneous

A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Eden Autism Services and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

SIGNATURES APPEAR ON THE NEXT PAGE

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

Attest:

Eileen A. Gore, RMC, CMC

Date: 11/1/17

TOWNSHIP OF HAMILTON

Mayor Kelly A. Yaede

Attest:

Gia Gore
Director of Real Estate

Date: 10/18/2017

Eden Autism Services

Jennifer Bizub
(Print Name and Title)
Interim Executive Director

13. Eden – 433 Princeton Avenue

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 28 day of March, 2018, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("the Township"), and Eden Autism Services, LLC, a not-for-profit corporation of the State of New Jersey, having offices at 2 Merwick Road, Princeton, New Jersey 08540 the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Township regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction with respect to the land and improvements more specifically described in Article 2 hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Section 156 Lot 21 and Section 154 Lot 8 as shown of the Tax Map of the Township of Hamilton and is known by the street address: 3 Blue Devil Lane and 433 Princeton Avenue ("the Units").

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period") commencing upon the latter of the date hereof or the date on which the first

eligible person occupies a Unit and shall expire as determined under the Uniform Housing Affordability Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each Unit shall remain subject to the requirements of this subchapter, the "Control Period," until the Township elects to release it from such requirements. Prior to such a municipal election the Unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Property shall be used solely for the purpose of providing Units for very low-, low-, and moderate-income individuals, and no commitment for residency in a Unit shall be given or implied, without exception, to any person who has not been certified for a Unit in writing by the Township's Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.

C. No improvement may be made to the Property that would affect the bedroom configuration of the unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.

D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ATTEST: Hamilton Township

Eileen A. Gore, RMC, CMC By: Kelly A. Yaede, Mayor

WITNESS: Eden Autism Services

Director of Real Estate By: Title: CFO

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 28th day of MARCH, 2018, before me, the subscriber, personally appeared DAVID NAPOLEON who I am satisfied is the person who executed the foregoing instrument as CFO of Eden Autism Services, a not-for-profit corporation, the

entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Eden Autism Services.

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

Notary Public
My Commission Expires:

JOHN M GENNUSO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 10, 2019

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 28 day of March 2018, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

Notary Public
My Commission Expires

BRITTANI RADICE-CALDERONE
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2395047
My Commission Expires 6/5/2020

July 14, 2016

Ashton Jones
Clarke Caton Hintz
100 Barrack Street
Trenton, NJ 08608

RE: Eden Autism Services Hamilton Group Homes
433 Princeton Avenue
3 Blue Devil Lane

Dear Ashton:

Eden Autism Services owns and operates two (2) group homes in Hamilton, located at 433 Princeton Avenue and 3 Blue Devil Lane. The residents in both homes consist of residents that are all very low income. The Princeton Avenue group home has a 2o year deed restriction that expires in 2022 and the Blue Devil group home has a 20 year affordable housing deed restriction that expires in 2036. Eden plans on continuing to operate both these group homes for the foreseeable future.

Sincerely,

Gia Gore
Director of Real Estate

2 Merwick Road, Princeton, NJ 08540 • P 609.987.0099 • F 609.987.0243 • www.edenautism.org

Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey

Municipality: Hamilton County: Mercer

Sponsor: Eden Autism Services, Inc. Developer: Eden Autism Services, Inc.

Block: 1544 Lot: 8 Street Address 433 Princeton Ave.

Facility Name: Hinkle House

Type of Facility:

- X Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☐ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs)
- ☐ Congregate living arrangement
- ☐ Other – Please Specify: _____

Sources of funding committed to the project :

X Capital funding from State – Amount $ 386,734
☐ Balanced Housing – Amount $_____
☐ HUD – Amount $_____
☐ Federal Home Loan Bank – Amount $_____
☐ Farmers Home Administration – Amount $_____
☐ Development fees – Amount $_____
☐ Bank financing – Amount $_____
X Other – Please specify: $100,000 - Hamilton Township (Pending)
☐ Please provide a pro forma for proposed projects

Total # of clients 8

Total # of low-income clients 8

Total # of moderate-income clients____

Total # of market-income clients____

# of total bedrooms 4

# of low-income bedrooms 4

# of moderate-income bedrooms____

# of market-income bedrooms____

Length of Controls: 20 years

Effective Date of Controls: 9_/__/2002

Expiration Date of Controls: 9_/__/2022_

Average Length of Stay: _____ months (transitional facilities only)

☐ CO Date: __/__/__

Indicate licensing agency:

X DDD ☐ DMHS ☐ DHSS ☐ DCA

Initial License Date: _9_/__/2002

Current License Date: 3_/__/2016

The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Copy of capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)
- ☐ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? X Yes ___No

Age-restricted? ___Yes X No

Population Served (describe): Adults with autism

Accessible (in accordance with NJ Barrier Free Subcode)? ___Yes X No

Affirmative Marketing Strategy (check all that apply):

X DDD/DMHS/DHSS waiting list

- ☐ Other (please specify): _____

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: _____ 7/14/16
Project Administrator Date

Certified by: _____ _____
Municipal Housing Liaison Date

AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES

THIS AGREEMENT made as of this 1st day of November, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and Eden Autism Services, a non-for-profit corporation of the State of New Jersey, having offices at 2 Merwick Road, Princeton, New Jersey 08540 ("Eden Autism").

WITNESSETH:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 *N.J.* 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A.* 52:27D-301 *et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, the Township has also prepared a Spending Plan that, with the Fair Share Plan, is be subject to court approval; and

WHEREAS, the Spending Plan includes an allocation of $200,000.00 to Eden Autism Services for acquisition costs and renovation of property that it owns at 3 Blue Devil Lane and 433 Princeton Avenue, such allocation being at the request of Eden Autism Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

I. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund, in the amount of $200,000.00, to Eden Autism Services for the purpose of defraying acquisition costs for and renovating properties for use as affordable housing in the form of group homes. The monies shall be allocated in one payment of $200,000.00 for 3 Blue Devil Lane and 433 Princeton Avenue (hereafter "the Properties"). The payment shall be made at the commencement of renovation of the first of the two Properties and receipt of an invoice submitted by Eden Autism Services, provided that the requirements of Article VIII are satisfied.

II. Eden Autism Services agrees to use the Monies to defray acquisition costs and renovate the Properties.

III. Eden Autism Services shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Properties shall not be age restricted and shall be available only to low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property shall be subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of deed restrictions prepared by the Township and recorded by the Office of the Mercer County Clerk. Eden Autism Services agrees to execute such instruments.

IV. Eden Autism Services shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. Eden Autism Services in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.

V. Eden Autism Services shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. Eden Autism Services shall pay the Administrative Agent a charge of $200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a low- or moderate-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C.* 5:80-26.1 *et seq*. Such amount may be adjusted to reflect increases in the cost of living.

VI. The Monies provided by the Township shall be returned to it by Eden Autism Services if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should Eden Autism Services fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.

VII. Eden Autism Services shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

VIII. The disbursements of the Monies by the Township to Eden Autism Services shall be made in full upon the following:

A. Approval of the Township's Spending Plan by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;

B. The Township is convinced of the credit-worthiness of each project; and

C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).

IX. Miscellaneous

A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Eden Autism Services and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

SIGNATURES APPEAR ON THE NEXT PAGE

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

Attest:

Eileen A. Gore, RMC, CMC

Date: 11/1/17

TOWNSHIP OF HAMILTON

Mayor Kelly A. Yaede

Attest:

Gia Gore
Director of Real Estate

Date: 10/18/2017

Eden Autism Services

Jennifer Bizub
(Print Name and Title)
Interim Executive Director

14. Enable – Flock Road

See 2004 COAH Compliance Report for evidence of eligibility for credit.

15. Enable – Gallavan Way

See 2004 COAH Compliance Report for evidence of eligibility for credit.

16. Enchantment Villas

RESOLUTION NO. 05-02-007C
HAMILTON TOWNSHIP
ZONING BOARD OF ADJUSTMENT
GRANTING PRELIMINARY AND FINAL SITE PLAN APPROVAL WITH WAIVERS FOR A 133 UNIT NON-AGE RESTRICTED TOWNHOUSE DEVELOPMENT ON APPLICATION BY JDME KUSER ROAD, LLC FOR PROPERTY KNOWN AS MAP 134, SECTION 2154, LOTS 12-14 ON THE TAX MAP OF THE TOWNSHIP OF HAMILTON

WHEREAS, JDME Kuser Road, LLC, the owner of property known as Map 134, Section 2154, Lots 12-14 on the Tax Map of the Township of Hamilton, which property is vacant land located on Kuser Road, Hamilton Township, New Jersey has made application to the Zoning Board of Adjustment for preliminary and final site plan approval with certain design waivers for a 133 unit non-age restricted townhouse development; and

WHEREAS, the applicant received an approval pursuant to the provisions of N.J.S.A. 45:22A-46.3 (the "Conversion Act") to allow the conversion of an age-restricted project to a non-age restricted project which approval was memorialized by Resolution No. Z-05-02-007B adopted by the Board on October 12, 2010; and

WHEREAS, the applicant had originally received approval for its age-restricted project by Resolution No. 05-02-007, adopted on September 13, 2005 and its subsequent amendment by Resolution No. 05-02-007A, adopted on December 12, 2006; and

WHEREAS, as a condition of approval of the conversion application, the applicant is required to provide for 28 affordable housing units which are to be dispersed throughout the project; and

WHEREAS, as a result of the aforesaid condition, the applicant was also required

to submit a revised preliminary and final site plan application demonstrating a satisfactory dispersal of the affordable housing units within the project; and

WHEREAS, the applicant was represented by Kenneth L. Pape, Esq. of the firm of Heilbrunn, Pape & Goldstein, Counselors at Law; and

WHEREAS, testimony in support of the application was presented by the applicant's representative Robert Geiger, Radim Kucera, P.E., project engineer of TRC Engineers, Inc.; and Thomas J. Brennan, project architect; and

WHEREAS, a public hearing on the application was conducted at a special meeting held on June 28, 2011 at which time interested members of the public were given an opportunity to be heard; and

WHEREAS, the Zoning Board of Adjustment considered the following documentary evidence:

1. Approving Resolution for Application No. 05-02-007B adopted on October 12, 2010.

2. Plans entitled "Revised Site Plan of Enchantment Villas Responsive to Conversion Resolution #05-02-007B", prepared by TRC Engineers, revised to March 27, 2011.

3. Building Elevations and Floor Plans, prepared by Thomas J. Brennan, dated March 30, 2011.

4. Traffic Impact Analysis for Revised Plan of Enchantment Villas Pursuant to Conversion Resolution, prepared by McDonough & Rea Associates, dated January 20, 2011.

5. Landscape Plan, Layout Plan and Grading Plan, prepared by TRC Engineers, dated March 27, 2011.

6. Memorandum prepared by Robert C. Poppert, Township Planner, revised to June 22, 2011.

7. Memorandum prepared by Township Engineer Richard S. Williams, revised to April 28, 2011.

8. Memorandum prepared by Department of Water Pollution Control, dated March 16, 2011.

9. Memorandum prepared by Township Planning Consultant Elizabeth McManus of Clarke Caton Hintz, revised to June 22, 2011.

10. Memorandum prepared by Township Engineering Consultant Michael Citerone of Remington & Vernick, dated June 23, 2011.

11. Exhibit A-1, Colored Rendering of Site Plan.

12. Exhibit A-2, Colored Rendering of Landscape Plan.

13. Exhibit A-3, Typical Unit Floor Plans.

14. Exhibit A-4, Typical Unit Facades; and

WHEREAS, the Zoning Board of Adjustment made the following factual findings:

1. The applicant originally received approval in September, 2005 for a 110 unit age restricted townhouse project with a clubhouse and related amenities that was

amended by a subsequent approval in December, 2006 by which the project was expanded to allow 137 units.

2. In October, 2010 the applicant received approval pursuant to N.J.S.A. 45:22A-46.3 to convert the age restricted development to a non-age restricted project subject to certain conditions.

3. As part of its conversion application, the applicant proposed to eliminate the clubhouse as a recreational amenity; to provide for two apartment style buildings in which it would locate 28 affordable housing units; and revised recreational components in lieu of the clubhouse that would be more consistent with the non-age restricted character of the development.

4. In granting the approval, the Board determined that the applicant must comply with the Township ordinance requirement that the affordable housing units be interspersed with the market units and as a result of that condition as well as the changes resulting from the elimination of the clubhouse and substitution of two playgrounds in the plan, determined that a site plan approval would also be required as a condition of the conversion approval.

5. Although the applicant originally objected to the site plan requirement as a condition of approval, it ultimately agreed to same and has filed this application in satisfaction thereof.

6. The proposed plan has dispersed the affordable housing units through the project and eliminated the two apartment style buildings originally proposed for all of the 28 affordable units. As a result of that design change, an architectural revision to the plan

has been made to provide for a more traditional linear townhouse design rather than the quad design that was used in the original plan.

7. The facade treatments for all units will be essentially the same to help promote the integration of the affordable units with the market rate units. The market rate units will all be two bedrooms while the affordable units will comply with Uniform Housing Affordability Control Rules (N.JA.C. 5:80-26.1 et. seq) regulations regarding bedroom count distribution.

8. The entrance and internal road system remains the same as originally proposed and thus complies with RSIS standards.

9. The modification to the design of the project actually results in a reduction in impervious surface coverage. A modification was made to the original parking plan for the project as requested by the Township Planning Consultant that results in more parking being located closer to the affordable units so that the parking is not only technically compliant with RSIS standards but also more practical and efficient.

10. A total of 310 parking spaces will be provided inclusive of those spaces located within garages.

11. The revised recreation element will include a tot lot at the north end of the project and an active recreation open area with seating at the southerly end of the site. There is also a path system provided that allows for a trail to interconnect with sidewalks located at the rear of the property.

12. As previously requested by the Board, the applicant has retained all of the enhanced perimeter landscaping and buffering that was incorporated in the originally approved site plan for the project.

13. The Township Planning Consultant confirmed that she found the site plan to adequately address the need for disbursement of the affordable housing units throughout the project and that in her opinion, the spirit of the ordinance had been complied with.

14. She also requested, and the applicant agreed, to amend the plan to provide for sidewalks to all of the mailboxes in the project.

15. The Township Engineer requested that the sidewalks to be installed along Kuser Road should be of a width of 5 feet wherever practical due to topographic and other existing conditions for conformity with the latest Township sidewalk standards. The applicant agreed to same as a condition of approval.

16. As the Township Engineer had requested that there be modifications to the original stormwater system, the Township Engineering Consultant testified as to his review of the revised system proposed by the applicant. He reviewed his report which contained several requests for additional information and some modifications to the system as designed which the applicant agreed to provide.

17. Both engineers then testified that with the additional information and proposed modifications, in their opinion the stormwater system would comply with regulations and would function efficiently for the project. The final design, however,

would be subject to review and approval by both the Township Engineer and the Township Engineering Consultant.

18. The applicant also agreed to certain landscape plan revisions requested by the Township Planner in his memorandum dated June 22, 2011 and that the same would be submitted for his review and approval prior to inclusion on the final plans.

19. The applicant agreed to submit the required deeds for right-of-way dedication and for the areas to be subject to conservation easements which deeds shall be subject to review and approval by the Zoning Board Attorney and Township Engineer prior to recording in the County Clerk's Office.

20. The applicant acknowledged that the 28 affordable housing units to be provided in the project will comply with all applicable COAH regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-26.1 et seq.) including those pertaining to bedroom and income distribution and phasing.

21. All applicable conditions of the prior approvals granted for the project shall remain in full force and effect except those that may be inconsistent with the conditions of the within resolution.

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment of the Township of Hamilton that the application for preliminary and final site plan approval with design waivers for a 133 unit townhouse development with 28 affordable housing units on property known as Map 134, Section 2154, Lots 12-14 brought JDME Kuser Road, LLC be granted subject to the following terms and conditions:

1. The applicant shall comply with any unresolved conditions of the Township Planner's memorandum dated June 22, 2011 except as the same may be inconsistent with the provisions of the within resolution.

2. The applicant shall comply with any unresolved conditions of the Township Engineer's memorandum dated April 28, 2011 except as the same may be inconsistent with the provisions of the within resolution.

3. The applicant shall provide 28 affordable housing units disbursed throughout the project as shown on the site plan. The units shall comply with all applicable COAH regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-26.1 et seq.) including, but not limited to, those pertaining to bedroom and income distribution and phasing.

4. The applicant shall comply with any unresolved conditions of the Township Engineering Consultant's memorandum dated June 23, 2011 except as the same may be inconsistent with the provisions of the within resolution.

5. The applicant shall comply with the conditions of the Township Department of Water Pollution Control memorandum dated March 16, 2011.

6. The final revisions to the stormwater management system shall be subject to review and approval by the Township Engineer and Township Engineering Consultant.

7. The plan shall be amended to provide for sidewalks to all mailboxes to service the residences.

8. The deed of dedication for right of way to the Township and the deed for areas to be subject to a conservation easement shall be submitted for review and approval

by the Zoning Board Attorney and Township Engineer prior to recording in the Mercer County Clerk's Office.

9. All conditions of prior approvals for the project, except for those inconsistent with the conditions set forth herein, shall remain in full force and effect and be conditions of the within approval.

10. The applicant shall post performance, maintenance guarantees, and inspection fees in the amounts determined to be appropriate by the Township Engineer.

11. The applicant shall obtain any and all other State, County, or local approvals as may be required.

This is a resolution of memorialization of an action taken by the Zoning Board of Adjustment of the Township of Hamilton at a special meeting held on June 28, 2011.

MOTION: Anthony Celentano

SECOND: Edward Arico

ROLL CALL:

AYES: Anthony Celentano, Vince Savelli, Anthony DiStephano, Raymond Donovan, Edward Arico, Lorraine Bean, Richard Kelleher

NAYS:
ABSTAINED:

MOTION CARRIED:

The above is a true copy of a Resolution duly adopted by the Zoning Board of Adjustment of the Township of Hamilton at a regular meeting held on August 9, 2011.

TIM AMISON
Zoning Board Secretary

TOWNSHIP OF HAMILTON, MERCER COUNTY, NEW JERSEY

RESOLUTION OF MEMORIALIZATION

RESOLUTION, DULY ADOPTED BY THE ZONING BOARD OF ADJUSTMENT OF THE TOWNSHIP OF HAMILTON AT A MEETING HELD ON DECEMBER 12, 2006, IN REGARD TO:

APPLICATION NO:	05-02-007 A
OWNER:	Edward and Rose Plavchak-Makrancy Farms Incorporated
APPLICATION OF:	JDME Kuser Road LLC
LOCATION:	Kuser Road/Leonard Avenue, Map 134, Section 2154, Lot 12-14
ZONE:	REO-5
BUSINESS NAME:	Enchantment Villas
PROPOSAL:	Construct a 123-unit age restricted development
VARIANCE TYPE USE:	A use variance to permit an additional 13 residential units and variance relief from front, side, and rear yard setback, minor subdivision approval, preliminary and final site plan approval, and variance relief from bulk standards for the purpose of creating two (2) lots and constructing a one hundred twenty three (123) unit age-restricted development.

WHEREAS, Edward and Rose Plavchak- Makrancy Farms Incorporated, are the owner and JDME Kuser Road LLC is the Applicant for a property located at Kuser Road and Leonard Avenue, in the Township of Hamilton, County of Mercer, State of New Jersey, Map 134, Lot 179, Section 2154, Lots 12-14; and

WHEREAS, the Applicant has previously applied to the Hamilton Township Zoning Board of Adjustment (the "Board") on August 9, 2005, for a use variance to permit a one

hundred ten (110) unit age restricted development in an REO-5 Zone; and such variance was granted; and

WHEREAS, the applicant has reapplied to the Board for an additional use variance to build a 123-unit age restricted development; and

WHEREAS, the Board held a public hearing on September 12, 2006, and November 13, 2006 in accordance with the law, at which time the Applicant presented testimony; and

WHEREAS, the Board considered the reports dated October 31, 2005, first revision January 24, 2006, second revision February 23, 2006, and third revision November 13, 2006 from the Township of Hamilton, Division of Planning, and October 31, 2005, first revision November 1, 2005, second revision December 28, 2005, third revision February 14, 2006, and fourth revision November 13, 2006 from the Township of Hamilton, Division of Engineering; and

WHERE AS, the Division of Planning has reviewed the above referenced Application, and the following documentation:

- Preliminary and final site plan prepared dated September 2005, revised December 1, 2005 and October 20, 2006;
- Layout and Lighting Plan, prepared by Civil Engineering Corporation, dated January 29, 2006;
- Traffic Impact Statement prepared by McDonough & Rea Associates, Inc., dated September 29, 2005;
- On-Site Parking Design report, prepared by McDonough & Rea Associates, Inc., dated September 7, 2006;

- Landscape Enlargement Plan (sheet L-1A), prepared by Civil Engineering Corporation, dated September 4, 2006;
- Westerly landscaped buffer plan, prepared by Civil Engineering Corporation, not dated;
- Subdivision Map, prepared by Civil Engineering Corporation, dated September 23, 2005, revised December 1, 2005;
- Storm water Management & Soil Erosion Report prepared by TRC – Civil Engineering Corporation, dated September 23, 2005;
- Boundary Survey and Storm water Management System – Construction, Operation and Maintenance Manual, prepared by Civil Engineering Corporation, dated September 23, 2004 and December 15, 2005, respectively and
- Recreation Building elevations and floor plans prepared by Daniel A. Ward, dated March 2, 2005; C.O.A.H. Unit elevations/floor plans dated October 12, 2005 and December 15, 2005, prepared by Daniel A. Ward.

WHEREAS, the subject matter of the Application was within the jurisdiction of the Board and the Board acted within the time required by law; and

WHEREAS, the meeting was properly noticed in accordance with the Municipal Land Use Law and the Open Public Meetings Act and an Affidavit of Proof of Service and Publication of Notice was filed with the Board; and

WHEREAS, the Application was deemed complete by the Department of Planning and Engineering of the Township of Hamilton; and

WHEREAS, Mr. James Gorman, Esq., represented the Applicant; and

WHEREAS, George Ritter, Professional Planner, Cyril Kucera, Professional Engineer, Mark Ellenbogen, Principal of Applicant, Scott Kennel, Traffic Expert, Raymond Ferrara, Ph. D., Environmental Expert, testified on behalf of the Applicant; and

WHEREAS, Ames Hoyt, 29 Country Lane, Hamilton, testified as a concerned citizen with respect to the Application; and

WHEREAS, the Applicant presented the following Exhibits:

Overall unit layout with COAH Units

Overall Layout with Landscaping Design

Colored Street Scape of Clubhouse

Floor plan of Clubhouse

Colored Street Scope of Typical Units

Floor Plans of Proposed Units

Plan of County Road Improvements on Kuser Road

Minor Subdivision Plan

Parking Court Details

Aerial Photograph of Applicant's Development in Pennington

WHEREAS, the Zoning Board of Adjustment of the Township of Hamilton, County of Mercer, State of New Jersey, makes the following Findings of Fact based upon the Application and supporting documentation, testimony presented on the record at the hearing, and the reports submitted by the Township's professional staff:

USE VARIANCE

1. The Applicant seeks a use variance to permit a one hundred and twenty three (123) unit age restricted development which is not a permitted use in the REO-5 Zone.

2. To obtain such a use variance, the Applicant must show that the proposed use variance, if granted, would not substantially impair the intent and the purpose of the zone plan and zoning ordinance; and that the proposed use can be granted without substantial detriment to the public good. The Applicant must also demonstrate special reasons to support its requests for a use variance and provide testimony that the particular site is suited for the proposed use.

3. Mr. Ritter introduced Exhibits A-1 through A-10.

4. Mr. Ritter testified that the proposed development would feature clusters of home sites to be utilized as an age restricted community. He further testified that this particular type of plan has been built by the company in the past, and has been well received and accepted by residents of the community.

5. Mr. Ritter testified that the location is well suited for the development as it currently sits on land, and borders property that is currently not in use by the Township. He further testified that the plan also allots 25.01 acres of land to be dedicated to the Township for use as open space. Part and parcel to these twenty-five acres is the Patterson Avenue Land Fill which is presently closed and inoperable.

6. Based on the fact that the land that is to be dedicated to the Township presently houses the Patterson Avenue Land Fill, the township is under no obligation to

accept the dedication. the following information must be supplied by the Applicant to the Township prior to dedication and potential acceptance:

a. All pertinent information regarding the current environmental status and closure of this landfill.

b. What entity is responsible for the ongoing maintenance and monitoring of the landfill and its contents, exclusive of a dedication to the Township?

7. Mr. Ritter testified as to the positive criteria necessary for a use variance. He testified that this proposed use was contemplated and supported within the master plan. He testified that although variances are required, the Applicant meets the intent of the master plan. Mr. Ritter further testified that this Application would provide strong ratable properties to the township with all of the benefits normally associated with an age-restricted community.

8. George Ritter further testified that the additional units are requested to comply with the Township's growth share ordinance which we was adopted subsequent to the first use variance granted for 110 units.

9. George Ritter further testified that Mount Laurel housing is a benefit under the MLUL.

10. George Ritter further testified that if you compare this project to the PRD zoning district standards, this project is at 4.1 units to the acre where the PRD standard is 6. The PRD has a 40% maximum impervious coverage and this project is at 28%. The additional units can be accommodated within the site without any significant detriments.

11. George Ritter further testified that the property is well suited for this type of planned development due to the fact that it is set back off of the road and therefore shields the development from ongoing traffic.

12. George Ritter further testified that the planned development would not have a serious impact on traffic due to the relatively small size of the community and the fact that the traffic would spill on to Kuser Road, a major artery within the Township that could handle said traffic.

13. Scott Kennel, traffic expert testified that there were approximately 10,000 trips per day on Kuser Road, and the additional units add 45 trips. As to the peak hour, there are approximately 1,000 trips on Kuser Road, and the additional units add about 6 trips. The additional trips do not cause any traffic problems. The internal site circulation is not affected by the additional units.

MINOR SUBDIVISION

14. The Applicant has applied to consolidate existing Lots 12, 13, and 14 (55.39 acres) and then subdivide the property into 2 new lots, lot 12.01 (25.01 acres) and lot 12.02 (30.22 acres). The Applicant has proposed that the 123 unit development will be constructed on lot 12.02, and lot 12.01 shall be dedicated to the Township of Hamilton should the Township so chose to accept the same.

15. In terms of lot area and bulk yard requirements, Lot 12.02 meets or exceeds any and all ordinance requirements.

16. In terms of lot, area, and bulk yard requirements, proposed lot 12.01, needs the following variances:

- The required lot width and frontage in the REO-5 zone is 400 feet, where 50 feet exists at 7 locations (Tampa, Miami, Toronita, Turnbull, Volusia, Graffim, and Hovey Avenues). Therefore, the new lot will only have frontage via the dead ends of the previous 7 paper street.
- Variances for accessory structures are no longer required as those buildings have been removed from the site plan and application.

BULK VARIANCES

17. The Applicant seeks approval to construct 123 housing units. Twenty five buildings will have four units each; three buildings will have six units each, including four affordable units; and one building will contain five units with one affordable unit.

18. Of the 123 housing units, 29 (quads) are proposed, 71 units will have a one car garage and 38 units will have two car garages. The 14 designated as affordable housing units will have no garages. Differentiating the affordable housing units so that the same are constructed without garages is permissible by New Jersey Statue.

19. In regard to the proposed units, the minimum required front yard setback would be 20 feet. If this property were developed under the PRD Zoning standards, variances are not technically required from the PRD standards. The Applicant proposes a front yard setback of 15 feet on all units from the private road.

20. In multi family dwellings in the PRD zoning district, the distance between window walls is 75 feet. The Applicant proposed window wall distances of anywhere between 31-33 feet, depending on the unit.

21. In regard to side yard set back the minimum required side yard set back for this property is 75 feet under the PRD zoning standards. The REO-5 Standard is 50 feet. The Applicant is proposing a side yard set back of 30 feet on the northern property line. The total side yard setback of the property is 200 feet in the REO-5 zoning district. In this instance, the Applicant is proposing a total side yard setback of 66.95 feet.

22. The required front yard setback is 75 feet, whereas in this instance the Applicant is proposing a front yard setback of 53 feet from Kuser Road.

23. The required rear yard setback is 75 feet, whereas in this instance the Applicant is proposing a rear yard setback of 40.93 feet to the Clubhouse. The setback required for the track boundary is 100 feet, whereas in this instance the Applicant is proposing 80 feet for the 3 residential buildings, 30 feet for 3 other residential buildings, and 40.93 feet for the Clubhouse, and 75 feet for the parking areas.

PARKING

24. In terms of parking, the Applicant must provide 1.25 parking spaces for each 1 bedroom unit and 1.75 parking spaces for each 2 bedroom unit. Based on the Applicants submitted site plan, 147 garage parking spaces will be provided and therefore, at least 147 driveway parking spaces will also be provided.

25 Based upon the layouts of the property, the Applicant has proposed that the width of the private courtyard be 20 feet for the purpose of backing up vehicles and traversing the roadway. The Applicant must provide 24 feet of back up space, with 18 foot driveways.

26. A parking variance is also needed for the clubhouse as the Applicant is also deficient 2 parking spaces (28 provided, 30 required under PRD zoning standard).

OPEN SPACE AND RECREATION

27. The minimum size required Clubhouse, under PRD standards, is 3,000 square feet. In this instance the Applicant is proposing to construct a Clubhouse of 2,750 square feet.

28. A walking path has also been proposed to loop around the wetlands basin, connecting the Clubhouse parking lot to a common area between buildings 8 and 9. As a result of the Applicant failing to provide key recreational facilities, the Applicant has agreed to make a payment in lieu of improvements. The payment is to be deposited into the Township's Recreational Trust fund. The Applicant has agreed to provide the Township a total of $175,000.00 which translates to $1,422.76 per unit. Half of each unit's contributions ($711.39) will be paid at the building permit stage and the remaining half will be paid at the issuance of a certificate of occupancy.

29. Mr. Poppert, Assistant Township Planner, testified that the Division of Planning had reviewed the Application and that it was complete for review.

30. Mr. Poppert testified that the Applicant is requesting a use variance approval for the purpose of constructing a one hundred twenty three (123) unit age restricted community. He further testified that such use is not permitted in the REO-5 Zone.

MISCELLANEOUS

31. All utilities must be located underground.

32. The proposed 8 foot high privacy fence as shown on sheet 4 of the proposed plan should be extended closer to the street so as to provide maximum screening to the adjacent residential units.

33. Any and all fences being placed upon retaining walls must be "black girth" style (4 foot tall, and meet applicable BOCA codes).

34. Mr. Poppert testified that one special reason that the board should consider granting this variance is that affordable housing as specified and delineated by the New Jersey Council on Affordable Housing (COAH), Department of Community Affairs, would be integrated within this development.

ENGINEERING

35. The proposed cul-de-sac at the termination of Road A must have a 45 foot curb radius. The 40 foot radius shown does not allow access by a WB/50 vehicle. The cul de sac must be expanded to accommodate a WB/50 vehicle.

36. Fire lanes and fire hydrant locations must be conferred and agreed upon with Township officials in order to meet safety requirements.

37. As a condition of approval, the Applicant shall be required to submit, the following at the completion of construction, and prior to the release of any performance guarantees:

A. As built drawings prepared by New Jersey licensed land surveyor for the drainage system and detention facilities.

B. An engineer certification that the detention facilities have been constructed in accordance with the approved plans and appropriate detention size and volume of storage is provided. The certification should include a table comparing the design storage volumes to the as built conditions. The pavement to be used as detailed on page 13 of the site plans must be hot mix asphalt surface course (mix I-4 two inches thick). The base course of the same shall be hot mix asphalt base course (mix I-2).

38. Mr. Poppert testified that a minor subdivision approval is required to separate a small portion of lot 12 from the remaining property (the land fill area).

39. Mr. Poppert testified that the units will be located in a "quadraplex" type of complex.

40. Mr. Poppert testified that 74 units will have a one car garage and 36 units will have a two car garage.

41. Mr. Poppert further testified that quadraplex units are not specifically contemplated in planned retirement zones, therefore a few bulk and yard standards could be applied to the units by way of variance. In this instance the front yard set

back for a property of this type is 20 feet. Here the Applicant is proposing a front yard set back of 15 feet based on the size of the units.

42. Mr. Poppert testified that the Applicant meets the minimum requirements for both impervious coverage and open space.

43. At this point and time no property lines are currently delineated. Due to this fact, bulk yard standards for duplex properties cannot be determined. The Applicant notes that these units will be constructed on a lot to be owned by a condominium association.

44. Mr. Poppert further testified that the proposed driveways are only 12 feet in width. The Applicant agreed to provide a minimum width of 15 feet.

45. Mr. Poppert testified that key recreational facilities are missing from this planned development. As proposed, the only recreational facility that is provided is a clubhouse. The clubhouse as proposed is 2,750 square feet and said building meets ordinance requirements. The absence of other key recreational facilities is addressed by the Applicant's contribution to the recreational fund.

46. Mr. Poppert testified that four (4) quadraplex buildings are setback thirty (30) feet from the northern property line, three (3) quadraplex buildings are setback between fifty (50) feet and seventy (70) feet from the easterly property line, and the clubhouse is setback about forty (40) feet from the property line, and the parking lot is setback about seventy-four (74) feet from the easterly property line. One hundred (100) feet setbacks are required in these areas as they are adjacent to a non-residential zoning district.

47. Mr. Poppert further testified that the Applicant is proposing 29 parking spaces for visitors and 28 spaces for the clubhouse. This delineation meets ordinance requirements.

48. Mr. Poppert testified that the Applicant should construct curbs and sidewalks (one side only) throughout the development. The Applicant agreed to construct sidewalks on one side of each street in the development.

49. Mr. Poppert further testified the Applicant needs to present a better aesthetic presentation of the building to the side that is visible from Kuser Road. Suggestions for this improved presentation are additional and varying dormers, rooflines and heights, gables, hip roofs, ect. Varying frontal facades are also needed on the eight quad units. The applicant has agreed to work with Township professionals in this regard.

50. Mr. Poppert further testified that the Applicant must also comply with the tree replacement ordinances.

51. The Applicant must undertake a soil sampling for purposes of addressing the Phase I Environmental Assement. The sampling must address the issues that pertain to storm water outfalls, pesticide spraying, and miscellaneous trash and debris. Said samplings must be submitted to the township for review prior to receiving final site approval.

52. Mr. Williams testified that the application from an engineering perspective is complete for review.

53. Testifying as a concerned citizen, Mr. Ames Hoyt set forth his opinion that the site is too small for the proposed use and is concerned about the environmental impact.

54. The Applicant has presented proof and the Board finds that the site can accommodate the proposed age restricted community, and that it is compatible with and complements the adjacent uses, preserves the neighborhood character, and promotes the general welfare.

55. The Applicant has presented proof and the Board finds that a use variance for the purpose of constructing a 123 unit age restricted community as well as the bulk variances, minor subdivision, and preliminary and final site plan approval referred to above can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the Zone Plan or the Zoning Ordinance.

BE IT THEREFORE RESOLVED, that based upon the aforesaid facts, the Hamilton Township Zoning Board of Adjustment makes the following Conclusions of Law:

1. The matter is lawfully before the Zoning Hearing Board and the Zoning Hearing Board has the jurisdiction to hear the subject matter presented.
2. The Board has acted within the time required by law.
3. The Board is satisfied that the Applicant has demonstrated that the request for a deviation from the zoning requirements would advance the purposes of the Municipal Land Use Law and the Hamilton Township Land Development Code. The Board further finds that the proposed deviation would not be detrimental to the neighborhood and that the benefits conferred by the Applicant substantially outweigh any detriments to the neighborhood.

4. The requested use variance for the purpose of constructing a 123 unit age restricted community can be granted without substantial detriment to the public good.

5. The requested use variance for the purpose of constructing a 123 unit age restricted community will not substantially impair the intent and purpose to the Zone Plan and Zoning Ordinance.

6. The requested use variance for the purpose of constructing a 123 unit age restricted community will not result in additional threats to public safety, extraordinary expense, or create a nuisance.

7. The testimony supports the conclusion of the Board that the requested use variance for the purpose of constructing a 123 unit age restricted community can be granted without adversely impacting the zone plan of the Township of Hamilton, and is of such a nature that approval for the relief requested can be granted without substantial detriment to the public good, and the benefits conferred by the Applicant outweigh any detriment.

BE IT FURTHER RESOLVED, by the Zoning Board of Adjustment of the Township of Hamilton, County of Mercer, State of New Jersey, that the requested use variance for purpose of constructing a 123 unit age restricted community along with bulk variances, minor subdivision, and preliminary and final site plan approval as requested by the Applicant pursuant to Application No. 05-02-007, be and the same is hereby granted subject, however, to the following conditions which have been agreed to by the Applicant:

1. Payment of all fees and costs.

2. Compliance with all conditions set forth in the reports prepared by the Hamilton Township Division of Planning dated February 17, 2005 (revised June 24, 2005) and the report of the Division of Engineering dated October 31, 2005, (revised November 13, 2006), as well as the testimony of the Township professionals at the Board hearing.

3. Compliance with the Townships recommendations regarding the integration of Affordable Housing Units within the planned development and in accordance with COAH standards.

4. Compliance with all other applicable ordinances of the Township of Hamilton and the laws of the local, state and federal governments.

5. Compliance with the conditions of approvals by other governmental bodies having jurisdiction.

BE IT FURTHER RESOLVED, that the Chairperson or Vice Chairperson and the Secretary or Acting Secretary are authorized to execute the aforesaid plans, after signature by all other municipal officials, and distribute copies of same to all interested parties.

By: _____
Cheryl Durelli, Secretary

CERTIFIED to be a true copy of a Resolution adopted by the Hamilton Township Zoning Board of Adjustment at a regular meeting held at the Municipal Building on the 12th day of December, 2006.

By: _____
Cheryl Durelli, Secretary

Prepared By: E. Allen Nickerson, Esq.
175 W. White Horse Pike, Berlin, NJ 8009
Voice (856) 768-5103

MANDATORY DEED FORM FOR OWNERSHIP UNITS

DEED OF NEW CONSTRUCTION

173654

To State Regulated Property

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this the 24 day of February, 2016 by and between **NVR, INC., A VA CORPORATION, DOING BUSINESS IN NEW JERSEY AS RYAN HOMES**, with the offices located at 1451 Highway 34, Suite 201, Farmingdale, NJ 07727 (Grantor) and **STACEY LYTLE, SINGLE WOMAN**, whose address is about to be **12 Sundance Drive, Hamilton, NJ 08619** (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of **Eighty Five Thousand($85,000)**, the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all the land, and improvements thereon, that is located in the municipality of HAMILTON, County of MERCER, State of New Jersey, and described more specifically as **Block No. 2154 Lot No. 12.42**, and known by the street address: **12 Sundance Drive, Hamilton, NJ 08619**

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon earlier of (a) the date hereof or (b) the prior commencement of the "Control Period," as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipality election, a restricted unit must remain subject to the

INSTR # 2016010709 D BK 6242 PG 1599 03/01/2016 10:57:16 AM
PAULA SOLLAMI COVELLO COUNTY CLERK, MERCER COUNTY, NEW JERSEY
RTF TOTAL TAX $340.00

deed upg. $93. Rtf# 340 # 45554
45553

from such requirements. Prior to such a municipality election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

A. The Property may be conveyed only to a household who has been approved in advance and in writing by The Township of Hamilton or Piazza & Associates, Inc., an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Poverty, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The affordable housing covenants, declarations, and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 et seq., shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as Affordable Unit remains subject to the affordability controls being by this Declaration.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Witnessed by:

NVR, Inc., a VA Corporation,
doing business in New Jersey as Ryan Homes

By: _____
Todd Pallo, Vice President

CERTIFICATE OF ACKNOWLEDGEMENT

State of New Jersey

§

County of Monmouth

I CERTIFY that on February 26, 2016, **Todd Pallo** personally came before me and acknowledged under oath, to my satisfaction, that:

(a) he signed, sealed and delivered the attached Deed as **Appointed Vice President by Incumbency Certificate dated April 6, 2015, of NVR, Inc., a Corporation of the State of Virginia, doing business in New Jersey as Ryan Homes**, the corporation named in this Deed;

(b) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(c) he knows the proper seal of the corporation which was affixed to this Deed;

(d) the full and actual consideration paid or to be paid for the transfer of title as defined by N.J.S.A.46:15-5, is **$85,000.00**

_____
Notary Public of New Jersey
Deborah A Elenbark
Notary Public, State of New Jersey
My Commission Expires
November 16, 2017

Record and Return
Legacy Title Agency, LLC
185 W. White Horse Pike, Berlin, NJ 08009
856-767-8573
Agent File No. LT-8576

Schedule C – Description

"Exhibit A"

ALL that certain tract or parcel of land, situated, lying and being in the Township of Hamilton, County of Mercer, State of New Jersey, more particularly described on a survey made by Michael T. Armstrong, P.L.S., License No. GS35820, of TRC Engineers, Inc., dated January 21, 2016, as follows:

Being known and designated as **Block 2154, Lot (Unit) 12.42 (12 Sundance Drive) (COAH);** situate in Hamilton Chase, a Condominium, established in accordance with the N.J.S.A. 46:8B-1, et seq., together with an **undivided 1.334% interest in the General Common Elements of said condominium, as existed on the date of acquisition and will be or has been subsequently modified as additional Amendments are added,** appurtenant to the aforesaid unit in accordance with and subject to the terms, conditions, covenants, restrictions, reservations easements, lien as for assessments, and other provisions as set forth in the current Master Deed of Hamilton Chase, a Condominium, dated July 1, 2013, recorded July 10, 2013, in Deed Book 6173, page 1521, First Amendment to the Master Deed for Hamilton Chase, a Condominium as contained in Deed Book 6190, page 449, Second Amendment to the Master Deed as contained in Deed Book 6796, page 888,Third Amendment to the Master Deed as contain in Deed Book 6199, page 317, Fourth Amendment to the Master Deed as contained in Deed Book 6207, page 831, Fifth Amendment to the Master Deed as contained in Deed Book 6207, page 850, Sixth Amendment to the Master Deed as contained in Deed Book 6214, page 858, Seventh Amendment to the Master Deed as contained in Deed Book 6216, page 790, Eighth Amendment to the Master Deed as contained in Deed Book 6220, page 1433, Ninth Amendment to the Master Deed as contained in Deed Book 6223, page 1889, and as same may now or hereafter be lawfully amended.

Percentage of ownership will decrease proportionally in relation to the new additional Units being annexed and when the Full-Build-Out is completed, the percentage of ownership will be 0.7519%.

For Information Purposes Only: Being Block 2154, Lot 12.42, on the Tax Map of the Township of Hamilton, County of Mercer, State of New Jersey, and more commonly known as 12 Sundance Drive, Hamilton, NJ 08619.

Under and Subject to Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions on Deed-Restricted Affordable Housing Unit with Restrictions on Resale and Refinancing as contained in Deed Book 6187, page 664.

B-282
L-104.5

Map 134.02 Block 2154 Lot 12.42

Location 12 SUNDANCE DRIVE

Size 0.7519 % INT

Plotted By JF Date 3-15-16

Remarks

17. Hamilton Senior Living

INSTR # 2018025204
D BK 6330 PG 742 Pgs 742 - 747; (6 pgs)
RECORDED 06/14/2018 09:41:08 AM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

OFFICE OF THE MUNICIPAL CLERK
TOWNSHIP OF HAMILTON
2090 GREENWOOD AVENUE - RM. 210
PO BOX 00150
HAMILTON, NJ 08650-0150

Mercer County Clerk
Paula Sollami Covello
PO Box 8068
240 West State Street
6th Floor
Trenton NJ 08650

TOWNSHIP OF HAMILTON

JUL 6 2018

DIVISION OF PLANNING

Official Use Only – Realty Transfer Fee

Date of Document 5/30/2018	Type of Document Deed
First Party Name Township Of Hamilton	Second Party Name Columbia/Wegman Hamilton NJ, LLC
Additional Parties	

THE FOLLOWING SECTION IS **REQUIRED** FOR DEEDS ONLY
BUT SUGGESTED FOR ALL DOCUMENTS

Lot 22	Block 2173
Municipality Township Of Hamilton	Consideration
Mailing Address of Grantee 1910 Fairview Avenue E Suite 200 Seattle, Washington 98102	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASE SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book	Original Page

DD5
6 Pgs
$11.00
Act 9

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 30th day of May, 2018, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("the Township"), and Columbia/Wegman Hamilton NJ, LLC, a limited liability company of the State of Delaware, having offices at 1910 Fairview Avenue E, Suite 200, Seattle, Washington 98102 ("Owner"). Owner is the developer/sponsor of a senior assisted living facility consisting of a 93,879 square foot two story building containing 111 dwelling units and ancillary facilities, including an entry common area/lobby, laundry services, dining rooms, kitchen space, interior courtyard and outdoor patio area, administrative office space, conference rooms, nurses office, wellness and craft/exercise rooms, a café, card rooms, lounge, computer station, library, and theater for showing movies. The facility includes a memory care wing that includes private and semi-private suites. Many of the dwelling units are assisted living resident suites, which are all private suites. The facility is commonly known as "Hamilton Senior Living."

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Township regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction with respect to the land and improvements more specifically described in Article 2 hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Section 2173, Lot 22 as shown of the Tax Map of the Township of Hamilton and is known by the street address: Yardville-Hamilton Square Road, Hamilton Township, Mercer County, New Jersey. The resolution for Application No. 15-10-149, adopted by the Hamilton Township Zoning Board on August 9, 2016, memorializes the grant of preliminary and final site plan approval, use and bulk variance approval, and other relief with respect to the Property and the Project. The Project includes 11 Medicaid beds, as designated from time to time by owner, at least half of which shall be made available to and rented at affordable rents to low-income individuals (those whose income is 50% or less of area median income ("AMI") as defined by the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, *et seq*. (UHAC) and, more specifically, with four beds designated for low- income individuals, two beds designated for very low-income individuals, and the remainder designated for moderate-income individuals, as the terms "very low", "low" and "moderate" are defined by UHAC. Each bed shall be referred to as a "Restricted Unit" and collectively as the "Restricted Units", and each bed shall be rented at rent levels affordable to its designated income level.

Notwithstanding that *N.J.S.A.* 26:2H-12.16 as in effect on the date of this Deed Restriction requires that only ten percent (10%) of the total bed compliment of an assisted living facility be reserved for use by Medicaid eligible persons, the Owner reserves the right, but not the obligation, to be exercised in its sole discretion from time to time and at any time or no time during which this Deed Restriction is in force, to rent any or all of the assisted living apartments to recipients of Medicaid waivers administered through the Enhanced Community Options (ECO) waiver program implemented in response to the Omnibus Budget Reconciliation Act (OBRA) of 1981, Section 2176, Public Law 97-35.

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each Restricted Unit, commencing upon the latter of the date hereof or the date on which the first certified Medicaid-eligible person occupies a Restricted Unit, and shall expire as determined under the Uniform Housing Affordability Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each Restricted Unit shall remain subject to the requirements of this subchapter, to the extent same are applicable to assisted-living facilities, the "Control Period," until the Township elects to release it from such requirements. Prior to such a municipal election, a Restricted Unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Restricted Units shall be used solely for the purpose of providing the Restricted Units for very low-, low-, and moderate-income individuals, and no commitment for any such Restricted Units shall be given or implied, without exception, to any person who has

not been certified for that Restricted Unit in writing by the Township's Administrative Agent. So long as any Restricted Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Such approval shall not be unreasonably withheld, and the Administrative Agent's review shall be limited to whether the facility conforms to all building code requirements, whether it is being properly maintained, and whether the purchaser understands its affordable housing obligations, including the breakdown of very low-, low-, and moderate-income units. At such time, the purchaser shall acknowledge that the property is subject to this Deed Restriction, and the Buyer shall confirm that the property is in conformance with its obligations thereunder. The purchaser thereafter shall annually advise the Administrative Agent how the Restricted Units are being distributed. Notwithstanding the foregoing, nothing in these Deed Restrictions shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to these Deed Restrictions subsequent to any such foreclosure or deed in lieu of foreclosure.

C. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

D. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises,

those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ATTEST:

Eileen A. Gore, RMC, CMC

Hamilton Township

By: _____
Kelly A. Yaede, Mayor

WITNESS:

Joe Auguello

Columbia/Wegman Hamilton NJ, LLC

By: _____
Todd Seneker
Title: Managing Partner, Real Estate
Managing Partner, Real Estate

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) SS:
COUNTY OF KING)

I CERTIFY that on this 23 day of April, 2018, before me, the subscriber, personally appeared Todd Seneker who I am satisfied is the person who executed the foregoing instrument as Managing Member of Columbia/Wegman Hamilton NJ, LLC, a Delaware limited liability company, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Columbia/Wegman Hamilton NJ, LLC.

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

JORDAN TRAVIS
Notary Public
State of Washington
My Appointment Expires
Apr 5, 2022

Notary Public
My Commission Expires: April 5, 2022

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 30th day of May 2018, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

Brittani Radice Calderone
Notary Public
My Commission Expires

BRITTANI RADICE-CALDERONE
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2395047
My Commission Expires 6/5/2020

RESOLUTION AND MEMORIALIZATION OF THE TOWNSHIP OF HAMILTON, COUNTY OF MERCER, STATE OF NEW JERSEY, GRANTING PRELIMINARY AND FINAL SITE PLAN, USE VARIANCE, AND BULK VARIANCE FOR PROPERTY KNOWN AND DESIGNATED AS MAP 186, SECTION 2173, LOT 22, AKA YARDVILLE HAMILTON SQUARE ROAD, HAMILTON TOWNSHIP, MERCER COUNTY, NEW JERSEY.
APPLICATION NO. 15-10-049

Approval Date: June 14, 2016
Memorialized on: August 9, 2016

WHEREAS, the Zoning Board of Adjustment of the Township of Hamilton, County of Mercer, State of New Jersey, (the "Zoning Board") is empowered, pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1, *et seq.*, to hear and determine certain applications for development; and

WHEREAS, the Board has received an application for preliminary and final site plan, use variance and bulk variance relief, as well as design waiver relief for property known and designated as Map 186, Section 2173, Lot 22, a/k/a Yardville Hamilton Square Road, Hamilton Township, New Jersey (the "property"); and

WHEREAS, the Estate of Lillian Haustowich is the owner (the "Owner") of the property and Columbia/Wegman Acquisitions, LLC is the Applicant (the "Applicant"). The Property is located in the Research Development (RD) Zone; and

WHEREAS, the Applicant is represented by Gary S. Forshner, Esquire of Princeton, New Jersey; and

WHEREAS, the Application was deemed complete on or by May 23, 2016; and

WHEREAS, the purpose of the application is to obtain relief in order to permit it to construct a 94,640 sq. ft. assisted living and memory care building. 54,557sq. ft. will be located on the first floor and will include the entry common area/lobby, laundry services,

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several dining rooms, kitchen space, access to an interior courtyard and outdoor patio area, administrative office space, conference room space, nurses' office, wellness and craft/exercise room, and other ancillary uses. The balance of the first floor area is dedicated to the memory care wing of the building which includes private and semi-private suites. The second floor of the building will be 40,083 sq. ft. It will include an entry common area, laundry services, café, activity kitchen, card rooms, a lounge, computer stations, a library, and a theater for showing movies. The remainder of the second floor is dedicated to assisted living residential suites, which are all private suites (collectively called the "project"); and

WHEREAS, in consideration of the application, the Zoning Board has reviewed the following documents and materials:

- Preliminary and Final Site Plans, prepared by Maser Consulting, dated September 24, 2015 (sheets 1 of 14); last revised May 13, 2016 (sheets 1 of 15);
- Floor Plans and Elevations, prepared by Daniel Roach Architect, dated September 24, 2015 (sheets Al .0 to A6.0, El and E2);
- Exterior Elevations (sheet A3.0.), Site Details (sheet A5.0) and Roof Plan (sheet A7.0). prepared by Daniel Roach Architect, dated May 6, 2016;
- Boundary and topographic Survey, prepared by Maser Consulting, dated April 22, 2015, revised July 15, 2015 (sheet 1 of 1);
- ALTA/ACSM Land Title Survey, prepared by Maser Consulting, dated April 22, 2015 (sheet 1 of 1);
- Site Photographs, dated September 29, 2015 (3-8 ½" by 11" sheets);
- Performance Guarantee Cost Estimate, prepared by Maser Consulting, dated September 24, 2015 (2 pages); last revised May 13, 2016 (3 pages);
- Project Narrative for Hamilton Senior Living, prepared by Columbia/Wegman Acquisitions LLC, dated September 24, 2015 (12 pages);
- Hamilton Senior Living Exterior Lighting Cut Sheets, prepared by Daniel Roach, Architect, dated September 24, 2015 (28 pages);
- Tree Removal and Replacement Plan, prepared by Maser Consulting, dated September 24, 2015 (sheet 01 of 01); last revised May 13, 2016 (sheet 01 of 01);

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- Freshwater Wetlands Letter of Interpretation: Line verification, prepared by NJDEP Lou Cattuna, Supervisor, Division of Land Use Regulation, dated August 17, 2015 (3 pages);
- Flood Hazard Verification Plan, prepared by Maser Consulting, dated June 19, 2015 (sheet 1 of l), last revised September 17, 2015 (sheet 1 of l); with Flood Hazard Area Verification Approval letter, prepared by NJDEP dated October 8, 2015 (3 pages);
- Traffic Impact Study, prepared by Maser Consulting, dated September 24, 2015;
- Report of Subsurface Exploration - Stormwater Infiltration Evaluation, prepared by Maser Consulting, dated September 17, 2015;
- Environmental Impact Statement, prepared by Maser Consulting, dated September 2015; Report of Phase I Environmental Site Assessment & Limited Phase II Investigation, prepared by Maser Consulting, dated April 2015;
- Roadway Improvements Plan for Hamilton Senior Living, prepared by Maser Consulting, dated February 2016 (sheets I of 1 9);
- NJDEP Permitting Plan for Hamilton Senior Living prepared by Maser Consulting. dated November 19, 2015 (sheets I of 2);
- Truck Circulation Plan prepared by Maser Consulting dated May 13. 2016 (sheet I of I)
- Hamilton Senior Living Recycling Plan, prepared by Maser Consulting, dated May 13, 2016;
- Plan Review response letter, prepared by Maser Consulting, dated May 16, 2016 (29 pages): Response to Township Review Letter, dated January 12, 2016 - Stormwater Management Report Review Item, dated May 16, 2016 (2 pages); and
- Right-of-Way Dedication prepared by Maser Consulting, dated May 13, 2016 (2 pages) and Lighting Site Plan and Photometric Site Plan, prepared by Daniel Roach Architect, dated May 6. 2016 (sheets El and E2).

In addition, in reviewing the application, the Zoning Board has considered the following Memorandum and review letters from its professional administrative staff:

A. Memorandum from Richard W. Watson, Director, dated October 20, 2015;
B. Memorandum from Scott McCormick, Fire Official, dated October 14, 2015;
C. Memorandum from Richard S. Williams, P.E., P.P., last revised May 23, 2016;
D. Memorandum from Richard C. Poppert, P.P., last revised May 26, 2016; and
E. Memorandum from Banc3, Inc., dated January 12, 2016, last revised June 3, 3016.

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WHEREAS, testimony was received by the Zoning Board at the Public Hearing held on June 14, 2016 as follows:

I. Gregory Elmore, testified as follows:

a.) He has received a Bachelor's of Science Degree from Texas A&M. He received an Environmental Design Degree in 1992.

b.) He has been employed in the health care industry since 1994.

c.) He is the project manager of this project.

d.) The architectural plans reviewed by the Zoning Board were prepared under his supervision.

e.) He identified the property pursuant to A-1 (which is an aerial exhibit prepared by Maser Consulting, dated June 14, 2016).

f.) The adjoining development to the property is "Twin Ponds" which is a complex of a series of age-restricted apartments.

g.) The New Jersey Department of Health has provided the required Certificate of Need.

h.) He identified and explained in detail the first floor plan of the project (A-2).

i.) He testified that there will be one entrance to the building but many exits.

j.) There will always be nurses on staff who will have authority to provide medicine for each of the residents.

k.) The memory care unit will be located on the "left side." There will be a total of 111 units. 79 will be assisted living units and 32 will be memory care units.

l.) He identified the second floor plans which will be restricted only to assisted living units (A-3).

m.) He identified the site plan colored landscaping plan (A-4).

n.) All HVAC units will be located in the "well" on the roof/attic.

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o.) A design waiver has been requested for the two parallel parking spots, for short term parking purposes.

p.) A design waiver is requested to allow for 8 ft. high fence rather than the required 6 ft. fence. The fence will be an open aluminum black fence. It will be 8 ft. high and decorative. It will be approximately 60-ft. long. The applicant has requested this design waiver in order to prohibit any residents from attempting to scale the fence and get outside the project. Inside the fence will be an outdoor walking area for the memory care residents.

q.) The project will be enhanced with a walking trail for assisted living residents.

r.) The building will be staffed 24/7 by appropriately certified nurses and care specialists.

s.) It is anticipated that the project will receive food and other items from semi-trailers at most two times per week. In addition, it is anticipated that no more than three times per week the project will receive other necessary items from three-axle trucks.

t.) As to the parking issue, only 2% of the assisted living residents have a need for cars, according to his experience and information.

u.) Mr. Elmore testified and identified the architectural details (A-5, 6, 7 and 8). A-6 shows the four views/corners of the buildings. A-7 is a close-up view of the dining room and activity space. A-8 is a color palette showing colonial brick, earth tone colors with green color on top.

v.) Mr. Elmore testified that it has been his experience, for more than 25 years, that visitors do not stay at the site during high visit times and, therefore, the number of parking spaces have been taken into account.

w.) It is his experience that normally visitors during high visit times (i.e., Christmas, Mother's Day, etc.) pick up the residents and go off the property for dinner.

x.) Sixty-eight (68) parking stalls are provided. He testified that in his opinion, based upon his vast experience in this field, sixty-eight (68) parking spaces is more than sufficient to accommodate this project.

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II. Julia G. Algeo, P.E. testified on behalf of the Applicant as follows:

a.) The property is in effect a reverse pie-shaped property. It is wider in the front and narrower in the rear. It is impacted by freshwater wetlands (which require a 50 ft. buffer). The property slopes from the south to the north toward the stream. Northeast of the site is the Homestead at Hamilton Assisted Living Complex which is currently under construction. Therefore, the property is between an age-restricted apartment complex and a proposed assisted living complex.

b.) The property will be improved with a retention basin to the north of the site.

c.) The overall building is approximately 250 ft. wide and 514 ft. long.

d.) The bulk variances as requested are as follows:

1. Front yard setback – 150 ft. required versus 81.3 ft. provided. The front yard setback is still greater than that with the adjoining property, Twin Ponds, from Yardville Hamilton Square Road. Twin Ponds has a front yard setback of 76.9 ft. (150 ft. required).
2. Side yard setback – 100 ft. required versus 75.7 ft. provided. In addition, the side yard setback for Twin Pond is also less than the side yard setback for this project. The side yard setback for Twin Ponds is 63.5 ft. (100 ft. required).
3. Front yard setback for the monument sign (50 ft. required – 13.9 ft. provided).

e.) The FAR is 0.24 (0.25 allowed).

f.) Most of the parking stalls will provide for head-on parking with two parallel parking spaces.

g.) There will be sixty-one (61) 19'x 20' parking stalls; one (1) 14'x 25' (facility van space) parking space; four (4) 12'x20' handicapped parking spaces; and two (2) 11'x 26.5' parallel parking spaces.

h.) The project will be improved with Belgian block curbing.

i.) The loading area and refuse area is located to the north of the site.

j.) Although a variance for the monument sign is required, it will be approximately twenty-six (26') feet from the paved driveway of Yardville-Hamilton Square Road.

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k.) The Monument sign will be approximately 24 sq. ft., much smaller than what is permitted in the zone.

l.) There will be two flags placed on the property. One will be the United States Flag (30 ft. high) and the second would be the New Jersey State Flag (25 ft. high).

m.) The impervious lot coverage will be 34.1% (55% permitted).

n.) There will be a variable width right-of-way dedication along Yardville Hamilton Square Road.

o.) There will be a sidewalk network throughout the complex.

p.) In terms of stormwater management, it will meet all NJDEP requirements. There will be a wet pond to the north of the site which will be clay lined (approximately 5.6 ft. to 6 ft. deep). In addition, there will be an underground infiltration basin in the northeast portion of the site. There will be no increase in offsite runoff.

q.) The applicant proposes low impact development techniques, including flushed curbs, which will convey stormwater runoff to a swale.

r.) There will be minimal impervious coverage.

s.) The property will be improved with native plant materials.

t.) The property will be serviced by public sanitary sewer and water.

u.) The building will be sprinklered for fire protection.

v.) The Applicant has previously received all necessary outside agency approvals including Mercer County Planning Board; Mercer County Soil Conservation District; and NJDEP approvals including the LOI, Wetlands Permit and Flood Hazard Area Permit.

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w.) A Use Variance is required because assisted living facilities are not permitted in the RD Zone.

x.) The following Design Waivers/Bulk Variances are being requested:

1.) Minimum Lot area;

2.) Front yard setback;

3.) Side yard setback;

4.) Sign setback;

5.) Parking setback from Lot line (38.1 ft. provided versus 50 ft. required);

6.) Parking in the front yard (without providing a landscape berm);

7.) Buffer to a residential use;

8.) Fence height; and

9.) Two parallel parking spaces.

III. Jeffrey Fiore, P.E. testified as follows:

a.) He is a duly certified and registered civil engineer with a major emphasis in traffic engineering. He received his license to practice engineering in New Jersey in 2006. He is also duly licensed in New York and Pennsylvania. He has testified in more than 100 applications before Planning Boards and Zoning Boards of Adjustment.

b.) The traffic for this proposed site will be substantially less than what would normally be the case in a permitted use application in the RD Zone. For an office space of approximately 99,000 sq. ft. there would be at least 150 peak hour trips of traffic. That is compared to the approximate 20/30 trips which are estimated for this project.

c.) The off-peak hour shift changes proposed by the Applicant are a positive benefit. The shift changes will be 5:00 a.m.; 2:00 p.m.; and 9:00 p.m. that will assist in minimizing trip traffic during normal heavy peak hours.

d.) The level of service is an acceptable level of service which suggests approximately no more than a twenty-five (25) second waiting time.

e.) In his expert opinion, there will be no impact on the existing roadways.

f.) Sixty (60) parking spaces are calculated based on the published parking standards found in the Institute of Transportation Engineers (ITE) publication, 4th Edition. However, sixty-eight (68) spaces are proposed.

g.) According to Residential Site Improvement Standards (RSIS), 0.5 spaces per bed are required which would mandate fifty-six (56) spaces. According to the Institute of Traffic Engineers (ITE), the proposed number of parking spaces is acceptable and will not cause any adverse impact to the surrounding neighborhood nor to the existing roadways.

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h.) Yardville Hamilton Square Road is a 45 m.p.h. roadway.

i.) The pedestrian path crosses a green area from the parallel spaces and an appropriate concrete sidewalk should be provided. The Applicant has agreed to do so.

j.) The Staff will be directed to park on the north, southeast and east parking spaces in order to allow residents and visitors to park closer to the entranceway.

IV. Raymond C. Liotta, PP, testified as follows:

a.) He has received a Bachelor's of Science degree in the field of landscape architecture.

b.) He has been a certified landscape architect since 1985.

c.) He received a professional planners license in New Jersey in 1988.

d.) The Applicant has followed the Township Ordinance requirements which mandate the number of trees to be removed.

e.) There will be a berm on the southwest portion of the property. The buffer will be heavily landscaped.

f.) There will be a buffer between this property and the adjoining Twin Ponds along the northernmost portion of Twin Ponds.

g.) None of the trees to be removed as part of the construction will be greater than ten (10") inch caliper.

h.) Fourteen (14) trees will be added to the southern buffer.

i.) All plantings and trees will be native to the area.

j.) He identified A-9 which is a Zoning exhibit prepared under his direction.

k.) There is an existing Township pump station located to the north of the site.

l.) There is a contractor's yard northeast of this site.

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m.) This site is surrounded by a Township park to the west; Twin Ponds age restricted apartments to the south; with a proposed assisted living facility to the northeast; and a planned neighborhood complex to the southwest.

n.) This property is not in contact with any adjoining property which has a use permitted in the RD Zone and, therefore, is an "island" in the RD Zone in terms of permitted uses which surround this property.

o.) This site is particularly suited for this project. It will provide for low traffic intensity and low impact intensity.

p.) This project will achieve many of the goals of the Township's Master Plan. For instance, it will achieve the proper balance of various land uses. It will enhance the neighborhood. It will provide a realistic opportunity for various types of development.

q.) It will be more compatible with neighboring uses than any permitted uses in the RD Zone.

r.) In addition, because of the unique shape of the property and its environmental constraints, all of the variances requested should be granted. There is a stream corridor to the north. The Applicant has obtained all wetland and flood hazard approvals from NJDEP.

s.) In his opinion, this property qualifies for a variance pursuant to the provisions of N.J.S.A. 40A:55D-70(d)(1). It is an inherently beneficial use and, therefore, the positive criteria of the statute has been established. There will be no detriment to the public good because of the manner in which the property will be landscaped and is surrounded by other existing uses. Therefore, the negative criteria of the statute are also complied with.

t.) The property will be well landscaped and buffered.

u.) This is a better alternative than permitted uses in the RD Zone considering the surrounding neighborhood.

v.) The sign setback for the Twin Ponds project and the Briarwood project is only 10-ft. therefore the sign setback variance requested herein is less of an adverse impact than those two projects. For the above reasons, the Applicant has complied with the proofs to legitimate granting the bulk variances pursuant to N.J.S.A. 40:55D-70(c)(1)(2).

WHEREAS, the Public Hearing held on June 14, 2016, the following documents were entered into evidence:

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A-1 Aerial Exhibit prepared by Maser Consulting, dated June 14, 2016;
A-2 First Floor Plans;
A-3 Second Floor Plans;
A-4 Colored Landscape Site Plan;
A-5 Elevations of the Entry Common Area
A-6 Four Views of Corners of the Building
A-7 Elevations showing a close-up of the dining room and activity space;
A-8 Color Palette
A-9 Zoning Exhibit

WHEREAS, the Applicant recognizes its obligation to comply with the Township Affordable Housing requirements; and

WHEREAS, the Applicant has agreed to try and coordinate paving its portion of the Yardville Hamilton Square Road with the proposed paving in front of the Twin Ponds project in order that in can be undertaken and completed at the same time; and

WHEREAS, there being no public opposition or comment with regard to the application; and

WHEREAS, the Applicant has complied with all notification requirements of the Township Land Use Ordinance; and

WHEREAS, it appearing that all requisite fees and real estate property taxes have been paid in full to date; and

WHEREAS, the members of the Board voting on this Resolution attended the meeting at which the Applicant was heard, and voted in favor of the actions memorialized herein; and

NOW, THEREFORE, BE IT RESOLVED BY THE ZONING BOARD OF ADJUSTMENT of the Township of Hamilton, County of Mercer, State of New Jersey, this 14th day of June, 2016, that the preliminary and final site plan, bulk variance, design waiver,

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

and use variance, be and are hereby approved for the project, subject to the following conditions:

1. The Applicant will comply with all technical and plat detail requirements set forth in the various review letters and memoranda from the Township professional staff as set forth hereinabove.
2. The Applicant will comply with the Affordable Housing requirements of the Township and its appropriate regulations and statutes of the State of New Jersey.
3. The Applicant will attempt to coordinate paving the area of Yardville Hamilton Square Road to be dedicated at the same time as the roadway is being improved in front of Twin Ponds.
4. The Applicant will revise the project to reflect that parking for all staff including kitchen staff will be directed towards the north, southeast and east parking lots.
5. A pedestrian path will be installed across the green area from the parallel spaces so as to restrict pedestrian traffic along the green areas.
6. The facility will have duly licensed nurses 24/7.

In order to approve the aforementioned Resolution, the Zoning Board has made the following findings of fact, in consideration of the uncontroverted expert testimonies submitted on behalf of the Applicant and the review of various letters from its professional staff:

1. The Applicant is the Contract Purchaser of the property and has a proprietary interest in the application. This application is submitted with the consent of the owner.

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2. All requisite fees and real estate property taxes have been paid in full to date.

3. The Applicant has complied with all notification requirements of the Township Land Use Ordnance.

4. The Application is, therefore, a "complete application" as defined by the New Jersey Municipal Land Use Law.

5. This is an inherently beneficial use of the property. An assisted living/cognitive care use has been recognized by the courts of New Jersey as an inherently beneficial use. Therefore, the Applicant complies with the positive criteria required to grant a Use Variance in accordance with the provisions of N.J.S.A. 40A:55D-70(d)(1).

6. In addition, the Applicant has, for the reasons set forth hereinabove, complied with the negative criteria of the aforementioned statute to legitimate the Use Variance application. For instance, the Applicant has provided expert testimony that there will be no adverse impact on the surrounding properties. Although this use is not a permitted use in the RD Zone, the property is surrounded by an age restricted apartment complex and an assisted living facility, both of which are also not permitted uses in the RD Zone. To the west of this site, across Yardville Hamilton Square Road, is a Township park. To the southwest of the site is an existing residential community. The Applicant has provided sufficient uncontroverted testimony that there

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will be no adverse impact on the surrounding neighborhood and, in fact, this site will be in general conformance with the neighborhood.

7. The Applicant has obtained all outside agency approvals including but not limited to approvals from the Mercer County Planning Board, Mercer County Soil Conservation; Wetlands approval; Flood Hazard Permit approval; and LOI approval from the NJDEP.

8. The property is constrained by existing environmental issues including freshwater wetlands onsite which require 50 ft. buffer. In addition, the property is uniquely shaped. It is larger along the front of Yardville Hamilton Square Road and more narrow to the far east of the site. These environmental constraints and the shape and size of the property, as well as the non-adverse impact to the surrounding property owners, legitimate the granting of variances in accordance with the provisions of N.J.S.A. 40:55D-70(c)(1)(2).

9. For instance, but not by way of limitation, the front yard setback variance requests are less intense than the front yard setback nonconformity on the adjoining Twin Ponds property. In addition, the variance for the setback of the monument signs is less intense than both Twin Ponds and the residential property to the west of this site. In addition, the size of the sign (24 sq. ft.) is much less than what would be permitted on the RD Zone (300 sq. ft. permitted). The parking buffer (38.1 ft versus 50 ft. required) is less intense than the adjoining property and the landscaping will be adequate to screen the parking

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spaces from the adjoining age restricted apartment complex. In addition, the provided buffer to the adjacent residential use will be adequate to shield this project from the adjoining age restricted apartment complex.

10. The Applicant has provided sufficient reasons pursuant to the provisions of N.J.S.A. 40A:55D-51 to legitimize the design waivers. For instance, but not by way of limitation, the design waiver requesting an eight (8') foot high fence rather than a six (6') foot high fence should be granted in order to assure that residents would not attempt to scale the fence and get outside the project. The design variance for the two parallel parking spaces should be granted inasmuch as it will assist the parking situation within the project rather than head-on parking.

11. Shift changes will be during off-peak hours and that will assist the minimal traffic impact to the roadways.

12. The proposed use of this property will be less intense from an off-site traffic and on-site parking issue than other permitted uses in the zone. As testified to by Mr. Liotta, the Zoning Board finds that this application as modified herein meets the goals and intents of the Township Master Plan as well as the goals of the New Jersey Municipal Land Use Law, in particular, N.J.S.A. 40:55D-2.

13. This application, as modified, is more compatible with the neighborhood than an allowable use in the RD Zone.

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Roll Call on the Application on June 14, 2016.

Moved:	Raymond Donovan
Second:	James Kochenour
Ayes:	Raymond Donovan, Vincent Savelli, Edward Arico, James Kochenour, Michael Gerstnicker, Richard Kelleher

Nays:

Roll Call on the Resolution on August 9, 2016.

Moved:	Raymond Donovan
Second:	James Kochenour
Ayes:	Raymond Donovan, Edward Arico, James Kochenour, Michael Gerstnicker, Richard Kelleher

Nays:

The date of the decision shall be August 9, 2016, except the date of decision for purposes of 1.) mailing a copy of the decision to the Applicant within ten (10) days of the date of the decision; 2.) filing a copy of the decision with the Administrative Officer; and 3.) publication of the Notice of Decision. The date of the publication of the Notice of Decision shall be the date for commencement of the vesting protection.

CERTIFICATION

I, Teregjona Spencer, the Secretary of the Zoning Board of the Township of Hamilton, do certify that the foregoing is a true and correct copy of the Resolution duly adopted by the Zoning Board of the Township of Hamilton at its regular meeting held on August 9, 2016.

Teregjona Spencer, Secretary
Hamilton Township Zoning Board

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

Daniel Roach architect

December 5, 2016

Mr. Michael Guhanick, Land Use Coordinator
Hamilton Township
Community Planning and Compliance
2090 Greenwood Avenue
P.O. Box 00150
Hamilton, NJ 08650

Re: Hamilton Senior Living
Block 2173, Lot 22
Hamilton Township, Mercer County, NJ
Township Application # 15-10-049
MC Project No. 14002036A

In response to Comment 4 from the Memorandum from Richard S. Williams, P.E., P.P., CME, Director of CP&C and Township Engineer, Division of Engineering, dated November 2, 2015 revised May 23, 2016, we offer the following.

Comment: The applicant is required to provide a construction schedule describing the start and completion of all work, including but not limited to: site work, road widening, and all off-site improvements. The schedule shall be presented in excel, word or other format acceptable to the Township Engineer and shall show start and completion dates of the detailed elements of work. The schedule shall show that the road widening, utility relocations, and all other off-site improvements are done concurrently with or prior to the on-site work so that the work is done prior to occupying any part of a new building.

Response: Due to the fact that we do not have end dates for our approvals and permits, we do not have a solid construction schedule for this project. We have built this building, or similar, in several locations around the Country, and these buildings, including off-site work, take eleven (11) to fourteen (14) months to construct. The difference in the timing is due strictly to site and weather conditions. If this project starts in the winter months, there is a cold and wet factor that would increase the construction schedule. We are very aware of the off-site improvements required with this project, and we are aware these improvements are required to be completed and approved prior to issuance of occupancy for the Senior Housing Building. Since the off-site improvements are a separate permit from the on-site improvements, if the Township (and other governing entities) is willing, the applicant would entertain pulling the off-site permits earlier than the on-site permits and starting construction within the ROW. The ultimate timing of this work would be determined on an agreeable start date for on-site work as well. Attached is a SAMPLE construction schedule for the on-site work for your reference. There is no off-site schedule in this sample, but it would run prior to, or concurrent with any on-site construction.

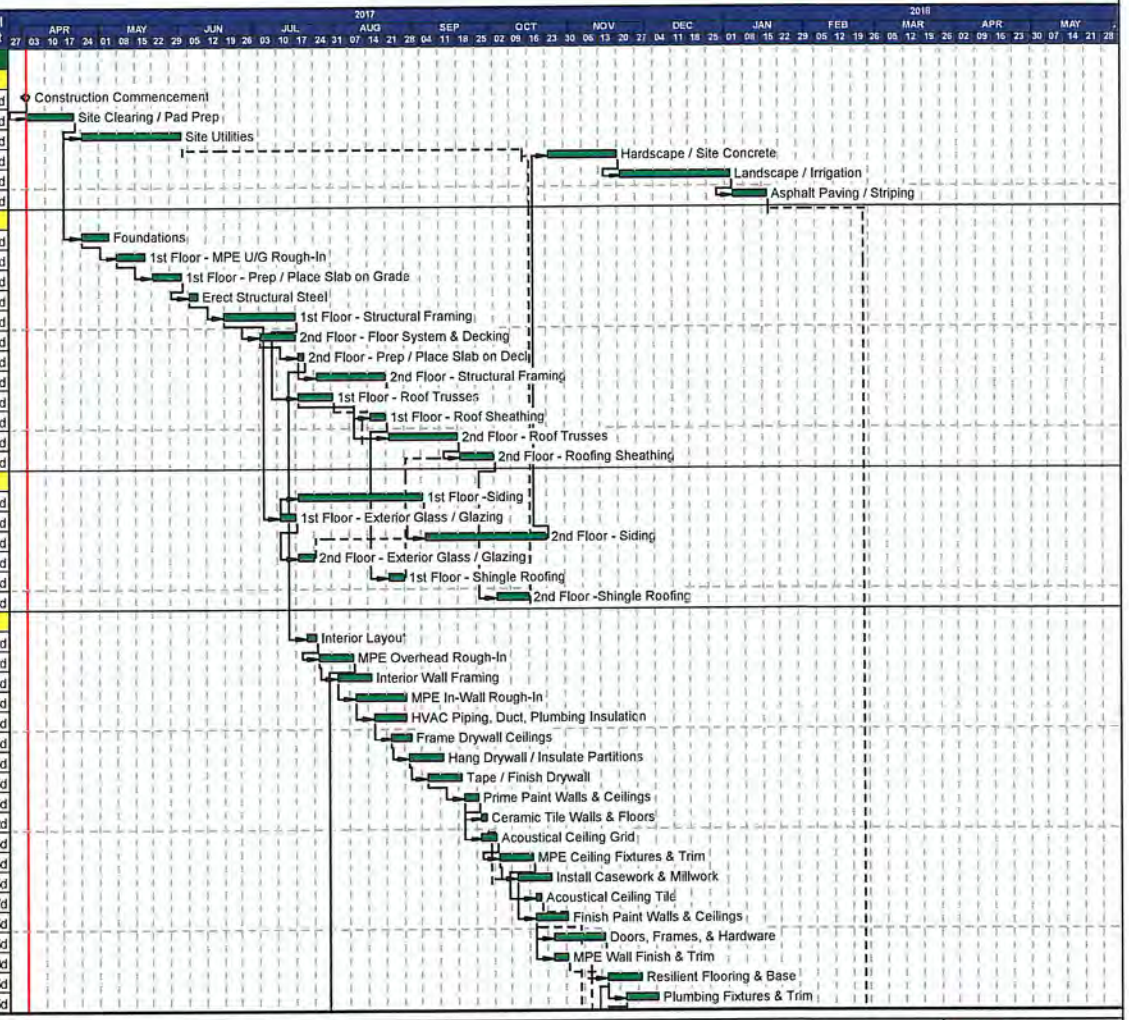
Sincerely,

Greg Elmore
Daniel Roach Architect

3150 Kettle Court SE Salem, OR 97301 | 503 399 1090 | 503 399 0565 | lenityarchitecture.com

Exhibit B
Construction Schedule

Activity ID	Description	Orig Dur	Early Start	Early Finish	Predecessors	Successors	Total Float
Construction							
Site Work							
3000	Construction Commencement	0	03APR17			3010	72d
3010	Site Clearing / Pad Prep	15d	03APR17	21APR17	3000	3020, 4000	72d
3020	Site Utilities	30d	24APR17	02JUN17	3010	3030	218d
3030	Hardscape / Site Concrete	20d	24OCT17 *	20NOV17	3020, 5020, 5050	3040	118d
3040	Landscape / Irrigation	30d	21NOV17 *	03JAN18	3030	3050	118d
3050	Asphalt Paving / Striping	10d	04JAN18	17JAN18	3040	12190	118d
Foundations & Structure							
4000	Foundations	10d	24APR17	05MAY17	3010	4010	72d
4010	1st Floor - MPE U/G Rough-In	10d	08MAY17	19MAY17	4000	4020	72d
4020	1st Floor - Prep / Place Slab on Grade	10d	22MAY17	02JUN17	4010	4030	72d
4030	Erect Structural Steel	5d	05JUN17	09JUN17	4020	4040	72d
4040	1st Floor - Structural Framing	20d	19JUN17	17JUL17	4030	4045, 4070,	72d
4045	2nd Floor - Floor System & Decking	10d	03JUL17	17JUL17	4040	4050	72d
4050	2nd Floor - Prep / Place Slab on Deck	3d	18JUL17	20JUL17	4045	4060, 6010	72d
4060	2nd Floor - Structural Framing	20d	25JUL17	21AUG17	4050	4090	123d
4070	1st Floor - Roof Trusses	10d	18JUL17	31JUL17	4040	4080, 4090	138d
4080	1st Floor - Roof Sheathing	5d	15AUG17	21AUG17	4070	5040	138d
4090	2nd Floor - Roof Trusses	20d	22AUG17	18SEP17	4060, 4070	4100	123d
4100	2nd Floor - Roofing Sheathing	10d	19SEP17	02OCT17	4090, 5040	5050	123d
Building Envelope							
5000	1st Floor -Siding	35d	18JUL17	04SEP17	5010	5020	118d
5010	1st Floor - Exterior Glass / Glazing	5d	11JUL17	17JUL17	4040	5000, 5030	118d
5020	2nd Floor - Siding	35d	05SEP17	23OCT17	5000, 5030	3030	118d
5030	2nd Floor - Exterior Glass / Glazing	5d	18JUL17	24JUL17	5010	5020	148d
5040	1st Floor - Shingle Roofing	5d	22AUG17	28AUG17	4080	4100	138d
5050	2nd Floor -Shingle Roofing	10d	03OCT17	16OCT17	4100	3030	123d
First Floor B Wing Interiors							
6010	Interior Layout	3d	21JUL17	25JUL17	4050	6020	72d
6020	MPE Overhead Rough-In	10d	26JUL17	08AUG17	6010	6030, 7010	72d
6030	Interior Wall Framing	10d	02AUG17	15AUG17	6020	6040	145d
6040	MPE In-Wall Rough-In	15d	09AUG17	29AUG17	6030	6050	145d
6050	HVAC Piping, Duct, Plumbing Insulation	10d	16AUG17	29AUG17	6040	6060	145d
6060	Frame Drywall Ceilings	7d	23AUG17	31AUG17	6050	6070	145d
6070	Hang Drywall / Insulate Partitions	10d	30AUG17	12SEP17	6060	6080	145d
6080	Tape / Finish Drywall	10d	06SEP17	19SEP17	6070	6090	145d
6090	Prime Paint Walls & Ceilings	5d	20SEP17	26SEP17	6080	6100, 6110	145d
6100	Ceramic Tile Walls & Floors	3d	27SEP17	29SEP17	6090	6130	152d
6110	Acoustical Ceiling Grid	5d	27SEP17	03OCT17	6090	6120	145d
6120	MPE Ceiling Fixtures & Trim	10d	04OCT17	17OCT17	6110	6130, 6140	145d
6130	Install Casework & Millwork	10d	11OCT17	24OCT17	6100, 6120	6150	145d
6140	Acoustical Ceiling Tile	3d	18OCT17	20OCT17	6120	6210	167d
6150	Finish Paint Walls & Ceilings	10d	18OCT17	31OCT17	6130	6160, 6170,	145d
6160	Doors, Frames, & Hardware	15d	25OCT17	14NOV17	6150	6180	145d
6170	MPE Wall Finish & Trim	5d	25OCT17	31OCT17	6150	6210	160d
6180	Resilient Flooring & Base	10d	15NOV17	28NOV17	6150, 6160	6190, 6200	145d
6190	Plumbing Fixtures & Trim	10d	22NOV17	05DEC17	6180	6210, 6220	145d



Start date	03APR17
Finish date	29MAR18
Data date	03APR17
Run date	28NOV16
Page number	1A

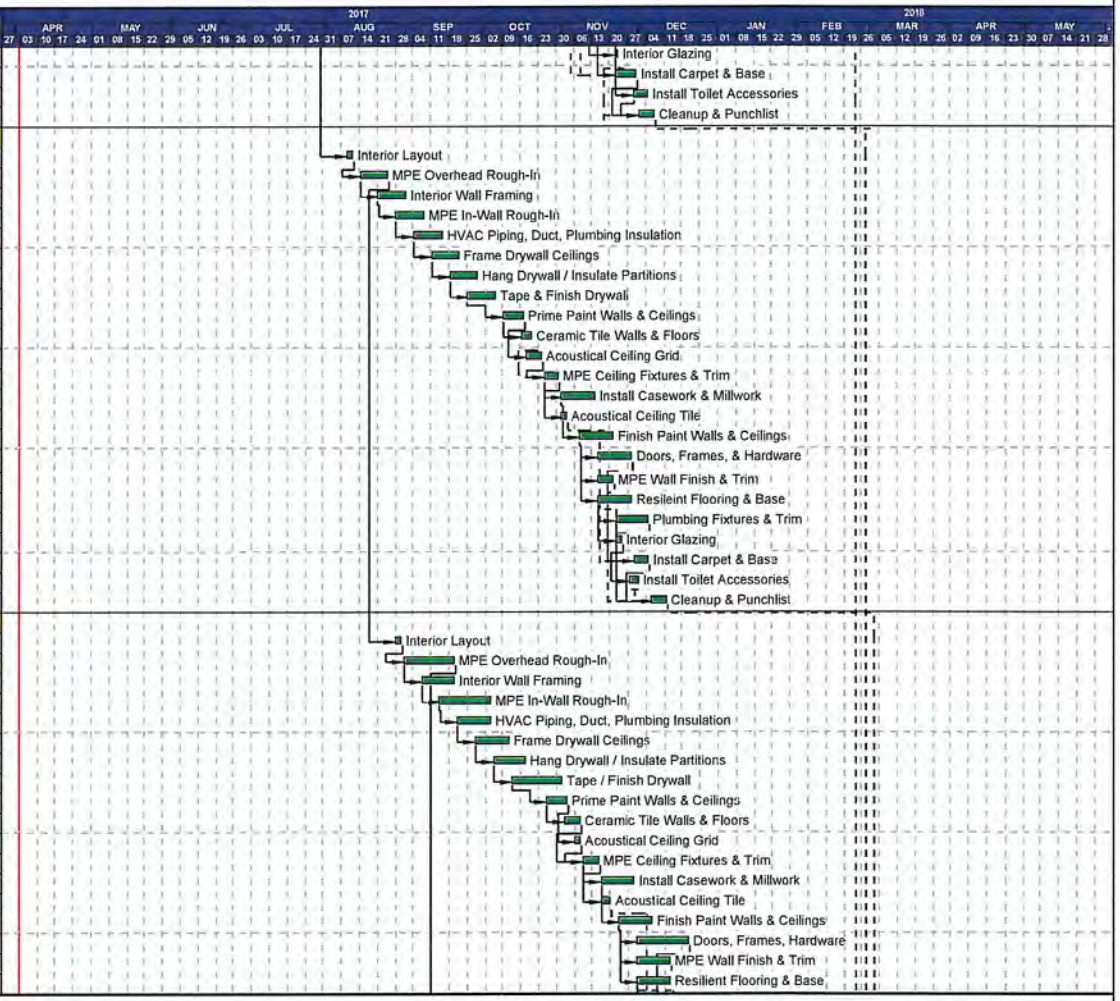
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Columbia Pacific Advisors
Hamilton Senior Living Facility

Early bar
Progress bar
Critical bar
Summary bar
Start milestone point
Finish milestone point

Exhibit B
Construction Schedule

Activity ID	Description	Orig Dur	Early Start	Early Finish	Predecessors	Successors	Total Float
6200	Interior Glazing	2d	22NOV17	23NOV17	6180	6230	150d
6210	Install Carpet & Base	7d	22NOV17	30NOV17	6140, 6170, 6190	6230	145d
6220	Install Toilet Accessories	5d	29NOV17	05DEC17	6190	6230	145d
6230	Cleanup & Punchlist	5d	01DEC17	07DEC17	6200, 6210, 6220	12190	145d
First Floor C Wing Interiors							
7010	Interior Layout	3d	09AUG17	11AUG17	6020	7020	72d
7020	MPE Overhead Rough-In	10d	14AUG17	25AUG17	7010	7030, 8010	72d
7030	Interior Wall Framing	10d	21AUG17	01SEP17	7020	7040	142d
7040	MPE In-Wall Rough-In	10d	28AUG17	08SEP17	7030	7050	142d
7050	HVAC Piping, Duct, Plumbing Insulation	10d	04SEP17	15SEP17	7040	7060	142d
7060	Frame Drywall Ceilings	10d	11SEP17	22SEP17	7050	7070	142d
7070	Hang Drywall / Insulate Partitions	10d	18SEP17	29SEP17	7060	7080	142d
7080	Tape & Finish Drywall	10d	25SEP17	06OCT17	7070	7090	142d
7090	Prime Paint Walls & Ceilings	7d	09OCT17	17OCT17	7080	7100, 7110	142d
7100	Ceramic Tile Walls & Floors	5d	16OCT17	20OCT17	7090	7120	144d
7110	Acoustical Ceiling Grid	5d	18OCT17	24OCT17	7090	7120	142d
7120	MPE Ceiling Fixtures & Trim	5d	25OCT17	31OCT17	7100, 7110	7130, 7140	142d
7130	Install Casework & Millwork	10d	01NOV17	14NOV17	7120	7150	142d
7140	Acoustical Ceiling Tile	3d	01NOV17	03NOV17	7120	7210	159d
7150	Finish Paint Walls & Ceilings	10d	08NOV17	21NOV17	7130	7160, 7170,	142d
7160	Doors, Frames, & Hardware	10d	15NOV17	28NOV17	7150	7210	142d
7170	MPE Wall Finish & Trim	5d	15NOV17	21NOV17	7150	7230	152d
7180	Resileint Flooring & Base	10d	15NOV17	28NOV17	7150	7190, 7200,	142d
7190	Plumbing Fixtures & Trim	10d	22NOV17	05DEC17	7180	7230	142d
7200	Interior Glazing	3d	22NOV17	24NOV17	7180	7220	147d
7210	Install Carpet & Base	5d	29NOV17	05DEC17	7140, 7160, 7180	7230	142d
7220	Install Toilet Accessories	5d	27NOV17	01DEC17	7200	7230	147d
7230	Cleanup & Punchlist	5d	06DEC17	12DEC17	7170, 7190, 7210,	12190	142d
First Floor Core Interiors							
8010	Interior Layout	3d	28AUG17	30AUG17	7020	8020	72d
8020	MPE Overhead Rough-In	15d	31AUG17	20SEP17	8010	8030, 9010	72d
8030	Interior Wall Framing	10d	07SEP17	20SEP17	8020	8040	124d
8040	MPE In-Wall Rough-In	15d	14SEP17	04OCT17	8030	8050	124d
8050	HVAC Piping, Duct, Plumbing Insulation	10d	21SEP17	04OCT17	8040	8060	124d
8060	Frame Drywall Ceilings	10d	28SEP17	11OCT17	8050	8070	124d
8070	Hang Drywall / Insulate Partitions	10d	05OCT17	18OCT17	8060	8080	124d
8080	Tape / Finish Drywall	15d	12OCT17	01NOV17	8070	8090	124d
8090	Prime Paint Walls & Ceilings	7d	26OCT17	03NOV17	8080	8100, 8110	124d
8100	Ceramic Tile Walls & Floors	5d	02NOV17	08NOV17	8090	8120	124d
8110	Acoustical Ceiling Grid	3d	06NOV17	08NOV17	8090	8120	124d
8120	MPE Ceiling Fixtures & Trim	5d	09NOV17	15NOV17	8100, 8110	8130, 8140	124d
8130	Install Casework & Millwork	10d	16NOV17	29NOV17	8120	8150	124d
8140	Acoustical Ceiling Tile	3d	16NOV17	20NOV17	8120	8210	146d
8150	Finish Paint Walls & Ceilings	10d	23NOV17	06DEC17	8130	8160, 8170,	124d
8160	Doors, Frames, Hardware	15d	30NOV17	20DEC17	8150	8210	124d
8170	MPE Wall Finish & Trim	10d	30NOV17	13DEC17	8150	8210	129d
8180	Resilient Flooring & Base	10d	30NOV17	13DEC17	8150	8190, 8200,	131d



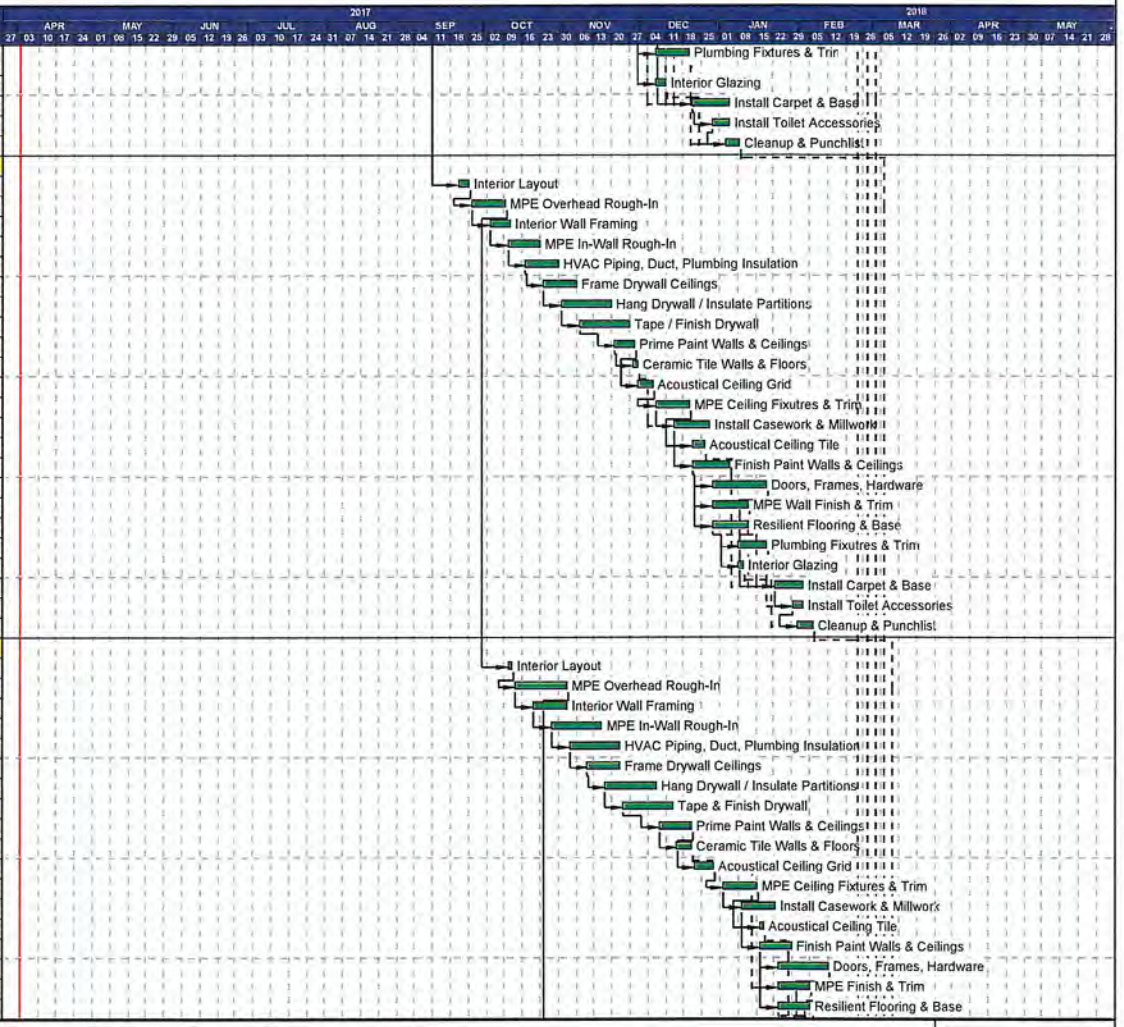
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Finish date	29MAR18
Data date	03APR17
Run date	28NOV16
Page number	2A
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Columbia Pacific Advisors
Hamilton Senior Living Facility

Early bar
Progress bar
Critical bar
Summary bar
Start milestone point
Finish milestone point

Exhibit B
Construction Schedule

Activity ID	Description	Orig Dur	Early Start	Early Finish	Predecessors	Successors	Total Float
8190	Plumbing Fixtures & Trim	10d	07DEC17	20DEC17	8180	8230	131d
8200	Interior Glazing	3d	07DEC17	11DEC17	8180	8230	138d
8210	Install Carpet & Base	10d	21DEC17	05JAN18	8140, 8160, 8170,	8220	124d
8220	Install Toilet Accessories	5d	29DEC17	05JAN18	8210	8230	124d
8230	Cleanup & Punchlist	5d	03JAN18	09JAN18	8190, 8200, 8220	12190	124d
Second Floor B Wing Interiors							
9010	Interior Layout	3d	21SEP17	25SEP17	8020	9020	72d
9020	MPE Overhead Rough-In	10d	26SEP17	09OCT17	9010	10010, 9030	72d
9030	Interior Wall Framing	7d	03OCT17	11OCT17	9020	9040	104d
9040	MPE In-Wall Rough-In	10d	10OCT17	23OCT17	9030	9050	104d
9050	HVAC Piping, Duct, Plumbing Insulation	10d	17OCT17	30OCT17	9040	9060	104d
9060	Frame Drywall Ceilings	10d	24OCT17	06NOV17	9050	9070	104d
9070	Hang Drywall / Insulate Partitions	15d	31OCT17	20NOV17	9060	9080	104d
9080	Tape / Finish Drywall	15d	07NOV17	27NOV17	9070	9090	104d
9090	Prime Paint Walls & Ceilings	7d	21NOV17	29NOV17	9080	9100, 9110	104d
9100	Ceramic Tile Walls & Floors	3d	28NOV17	30NOV17	9090	9130	113d
9110	Acoustical Ceiling Grid	5d	30NOV17	06DEC17	9090	9120	104d
9120	MPE Ceiling Fixutres & Trim	10d	07DEC17	20DEC17	9110	9130, 9140	104d
9130	Install Casework & Millwork	10d	14DEC17	28DEC17	9100, 9120	9150	104d
9140	Acoustical Ceiling Tile	3d	21DEC17	26DEC17	9120	9210	121d
9150	Finish Paint Walls & Ceilings	10d	21DEC17	05JAN18	9130	9160, 9170,	104d
9160	Doors, Frames, Hardware	15d	29DEC17	19JAN18	9150	9210	104d
9170	MPE Wall Finish & Trim	10d	29DEC17	12JAN18	9150	9210	109d
9180	Resilient Flooring & Base	10d	29DEC17	12JAN18	9150	9190, 9200,	109d
9190	Plumbing Fixutres & Trim	10d	08JAN18	19JAN18	9180	9220	109d
9200	Interior Glazing	3d	08JAN18	10JAN18	9180	9230	118d
9210	Install Carpet & Base	10d	22JAN18	02FEB18	9140, 9160, 9170,	9220	104d
9220	Install Toilet Accessories	5d	29JAN18	02FEB18	9190, 9210	9230	104d
9230	Cleanup & Punchlist	5d	31JAN18	06FEB18	9200, 9220	12190	104d
Second Floor C Wing Interiors							
10010	Interior Layout	3d	10OCT17	12OCT17	9020	10020	72d
10020	MPE Overhead Rough-In	15d	13OCT17	02NOV17	10010	10030, 11010	72d
10030	Interior Wall Framing	10d	20OCT17	02NOV17	10020	10040	88d
10040	MPE In-Wall Rough-In	15d	27OCT17	16NOV17	10030	10050	88d
10050	HVAC Piping, Duct, Plumbing Insulation	15d	03NOV17	23NOV17	10040	10060	88d
10060	Frame Drywall Ceilings	10d	10NOV17	23NOV17	10050	10070	88d
10070	Hang Drywall / Insulate Partitions	15d	17NOV17	07DEC17	10060	10080	88d
10080	Tape & Finish Drywall	15d	24NOV17	14DEC17	10070	10090	88d
10090	Prime Paint Walls & Ceilings	10d	08DEC17	21DEC17	10080	10100, 10110	88d
10100	Ceramic Tile Walls & Floors	5d	15DEC17	21DEC17	10090	10170	113d
10110	Acoustical Ceiling Grid	5d	22DEC17	29DEC17	10090	10120	88d
10120	MPE Ceiling Fixtures & Trim	10d	02JAN18	15JAN18	10110	10130, 10140	88d
10130	Install Casework & Millwork	10d	09JAN18	22JAN18	10120	10150	88d
10140	Acoustical Ceiling Tile	3d	16JAN18	18JAN18	10120	10210	105d
10150	Finish Paint Walls & Ceilings	10d	16JAN18	29JAN18	10130	10160, 10170,	88d
10160	Doors, Frames, Hardware	15d	23JAN18	12FEB18	10150	10210	88d
10170	MPE Finish & Trim	10d	23JAN18	05FEB18	10100, 10150	10210	93d
10180	Resilient Flooring & Base	10d	23JAN18	05FEB18	10150	10190, 10200,	93d



Start date	03APR17
Finish date	29MAR18
Data date	03APR17
Run date	28NOV16
Page number	3A

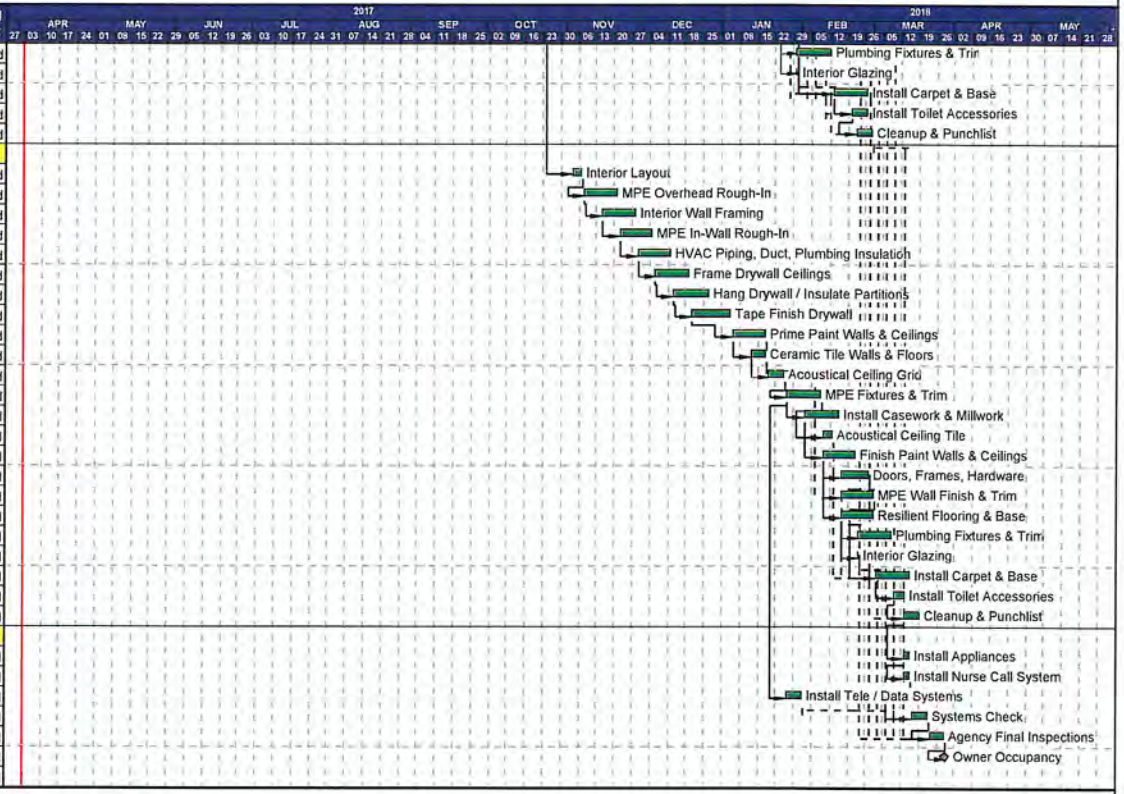
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Columbia Pacific Advisors
Hamilton Senior Living Facility

Early bar
Progress bar
Critical bar
Summary bar
Start milestone point
Finish milestone point

Exhibit B
Construction Schedule

Activity ID	Description	Orig Dur	Early Start	Early Finish	Predecessors	Successors	Total Float
10190	Plumbing Fixtures & Trim	10d	30JAN18	12FEB18	10180	10220	93d
10200	Interior Glazing	1d	30JAN18	30JAN18	10180	10230	104d
10210	Install Carpet & Base	10d	13FEB18	26FEB18	10140, 10160,	10220	88d
10220	Install Toilet Accessories	5d	20FEB18	26FEB18	10190, 10210	10230	88d
10230	Cleanup & Punchlist	5d	22FEB18	28FEB18	10200, 10220	12190	88d
Second Floor Core Interiors							
11010	Interior Layout	3d	03NOV17	07NOV17	10020	11020	72d
11020	MPE Overhead Rough-In	10d	08NOV17	21NOV17	11010	11030	72d
11030	Interior Wall Framing	10d	15NOV17	28NOV17	11020	11040	72d
11040	MPE In-Wall Rough-In	10d	22NOV17	05DEC17	11030	11050	72d
11050	HVAC Piping, Duct, Plumbing Insulation	10d	29NOV17	12DEC17	11040	11060	72d
11060	Frame Drywall Ceilings	10d	06DEC17	19DEC17	11050	11070	72d
11070	Hang Drywall / Insulate Partitions	10d	13DEC17	27DEC17	11060	11080	72d
11080	Tape Finish Drywall	10d	20DEC17	04JAN18	11070	11090	72d
11090	Prime Paint Walls & Ceilings	10d	05JAN18	18JAN18	11080	11100, 11110	72d
11100	Ceramic Tile Walls & Floors	5d	12JAN18	18JAN18	11090	11170	92d
11110	Acoustical Ceiling Grid	5d	19JAN18	25JAN18	11090	11120	72d
11120	MPE Fixtures & Trim	10d	26JAN18	08FEB18	11110	11130, 11140,	72d
11130	Install Casework & Millwork	10d	02FEB18	15FEB18	11120	11150	72d
11140	Acoustical Ceiling Tile	3d	09FEB18	13FEB18	11120	11210	84d
11150	Finish Paint Walls & Ceilings	10d	09FEB18	22FEB18	11130	11160, 11170,	72d
11160	Doors, Frames, Hardware	8d	16FEB18	27FEB18	11150	11210	74d
11170	MPE Wall Finish & Trim	10d	16FEB18	01MAR18	11100, 11150	11210	72d
11180	Resilient Flooring & Base	10d	16FEB18	01MAR18	11150	11190, 11200,	74d
11190	Plumbing Fixtures & Trim	10d	23FEB18	08MAR18	11180	11230	74d
11200	Interior Glazing	1d	23FEB18	23FEB18	11180	11230	83d
11210	Install Carpet & Base	10d	02MAR18	15MAR18	11140, 11160,	11220	72d
11220	Install Toilet Accessories	3d	09MAR18	13MAR18	11210	11230	72d
11230	Cleanup & Punchlist	5d	13MAR18	19MAR18	11190, 11200,	12150	72d
Systems Check / Agency Final Inspections							
12150	Install Appliances	3d	13MAR18	15MAR18	11230	12160	72d
12160	Install Nurse Call System	3d	13MAR18	15MAR18	12150	12180	72d
12170	Install Tele / Data Systems	5d	26JAN18	01FEB18	11120	12180	102d
12180	Systems Check	5d	16MAR18	22MAR18	12160, 12170	12190	72d
12190	Agency Final Inspections	5d	23MAR18	29MAR18	10230, 12180,	12200	72d
12200	Owner Occupancy	0		29MAR18	12190		72d
12210		1d	03APR17	03APR17			327d



Start date	03APR17
Finish date	29MAR18
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Columbia Pacific Advisors
Hamilton Senior Living Facility

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point

18. HomeFront II – 322 & 330 Connecticut Avenue

Homes by TLC, Inc.
1880 Princeton Avenue
Lawrenceville, NJ 08648
609-989-9417 Fax 609-989-9423

August 28, 2018

HAMILTON		***# units***	**# of Bedrooms**	**Income Level**
322-330	*Connecticut*	*8*	all 2 bedrooms	5=VL; 3=L
40	*Francis*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	3=VL; 1=L
141	*Francis*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
1778	*Greenwood*	*4*	all 2 bedrooms	1=VL; 3=L
1782-86	*Greenwood*	*8*	all 2 bedrooms	4=V; 4=L
116	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
117	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
129	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	transitional = VL
141	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
87	*NewKirk*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L

VL=30% of Medium
L= 50% of Medium
M= 80% of Medium

Homefront - TLC, Inc.
1880 Princeton Avenue
Lawrenceville, NJ 08648
609-989-9417

August 11, 2016

Ms. Elizabeth K. McManus
Clarke Caton Hintz
100 Barrack Street
Trenton, NJ 08608

RE: 322-330 Connecticut Avenue, Hamilton

Dear Ms. McManus:

The eight (8) family rental units in this development have been occupied by very low income households since its creation. This is in part due to the DCA funding restrictions that require tenants be earning no more than 150% of the poverty level upon entrance.

Homefront-TLC, Inc. commits to reserving the eight (8) units in these buildings to very low income households throughout the entirety of the 30 year affordability controls.

Homefront – TLC, Inc. is proud of its successes so far in acquiring, renovating, and managing over 20 properties for the benefit of very low income families who are homeless or threatened with homelessness. Seeing the enormous difference a decent, service enriched permanent place to live has made for the families we have been able to assist, the organization will muster all its resources to continue on this course and to expand the number of permanent, service enriched affordable units it owns and manages

Sincerely,

Celia Murphree Bernstein
Housing Developer

Homefront - TLC, Inc.
1880 Princeton Avenue
Lawrenceville, NJ 08648
609-989-9417

August 11, 2016

Ms. Elizabeth K. McManus
Clarke Caton Hintz
100 Barrack Street
Trenton, NJ 08608

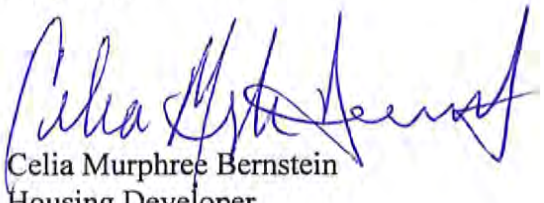
RE: Very Low Units

Dear Ms. McManus:

While the affordability controls on the Homefront-TLC, Inc. units in Hamilton Township allow for a range of incomes (low and moderate incomes), HomeFront provides housing for very low income families. When such housing is needed by a client and is available, HomeFront provides a unit at a very low income rent regardless of whether the unit may be occupied by a low or moderate income household.
While specific units (other than the 8 units at 322-330 Connecticut Avenue) are not reserved for very low income, all tenants (100%) have been at very low or low low income levels upon entrance to the program. HomeFront anticipates this will continue in the future.

Homefront – TLC, Inc. is proud of its successes so far in acquiring, renovating, and managing over 20 properties for the benefit of very low income families who are homeless or threatened with homelessness. Seeing the enormous difference a decent, service enriched permanent place to live has made for the families we have been able to assist, the organization will muster all its resources to continue on this course and to expand the number of permanent, service enriched affordable units it owns and manages

Sincerely,



Celia Murphree Bernstein
Housing Developer

MORTGAGE AND AGREEMENT

THIS MORTGAGE AND AGREEMENT, made as of the 21st day of June, 2002 by and between HOMEFRONT – TLC, INC. (the "**GRANTEE**"), which has its principal place of business and offices at 1880 Princeton Avenue, Lawrenceville, NJ 08648 and THE STATE OF NEW JERSEY (the "**GRANTOR**"), acting by and through the Division of Housing and Community Resources (the "**DIVISION**") of said State's Department of Community Affairs (the "**DEPARTMENT**"), which has its offices at 101 South Broad Street, PO Box 806, Trenton, NJ 08625-0806.

WITNESSETH

WHEREAS, the Grantor has determined it to be in furtherance of the public interest to establish a program to provide permanent decent safe and sanitary rental housing for persons entering or returning to the work force from public assistance;

WHEREAS, under such program, the Grantor has accepted and reviewed an application from the Developer to operate such housing for a period of not less than 30 years, which housing shall hereinafter be referred to as the "**PROJECT**";

WHEREAS, as part of its application to the Grantor, the Developer has agreed to abide by the terms set forth in this Mortgage and Agreement, and has made representations to the Grantor on which the Grantor is relying, regarding *inter alia* Developer, Developer's principals, and the property to be dedicated to the Project;

WHEREAS, consistent with intent that the Project shall be dedicated exclusively to the purposes set forth herein, Grantee's enjoyment and use of the Property is subject to a number of limitations and restrictions;

WHEREAS, effective enforcement of said limitations and restrictions is essential to success of the Project and represents an important public policy of the Grantor; and

WHEREAS, the Grantor and the Grantee have agreed to enter into this Mortgage and Agreement.

NOW THEREFORE, the Grantee agrees to grant a mortgage to the Grantor in accordance with the following terms and conditions:

SECTION 1. GRANT OF MORTGAGE

In consideration of the Project subsidies received by Grantee under the Grant Agreement, more fully described in *Section 3*, and as security for the performance of Grantee's obligations hereunder and under said Grant Agreement, the Grantee hereby grants to the Grantor a mortgage interest in the Project property ("the **PROPERTY**"), which Property is more fully described on ***Exhibit A***, hereto.

a. As part of the mortgage interest created hereunder, Grantee grants to the Grantor:

   i. The Grantee's right, title and interest in the premises described in *Exhibit A*, hereto, including any buildings hereafter erected thereon and any improvements to such buildings (the "Mortgaged Premises");

   ii. Any award made in the nature of compensation for condemnation or appropriation with respect to the mortgaged premises by any governmental body, including awards or damages in respect to matters other than a direct taking which nonetheless affect the mortgaged premises. The Grantee hereby assigns any such awards or damages to the Grantor, and in addition, for itself and its successors and assigns, appoints the Grantor and any subsequent holder of the Mortgage Note and this Mortgage and Agreement its Attorney-in-Fact, and empowers such Attorney at his option, on behalf of the Grantee, to adjust or compromise any such claims, to collect any proceeds and to execute in the Grantee's name any documents necessary to effect such collection. The Grantor is empowered to endorse any checks representing these proceeds, and

after deducting any expenses incurred in the collection, to apply the net proceeds as a credit upon any portion of the Mortgage Loan after payment of any fees and charges due and payable (as defined in and provided for in this Mortgage and Agreement);

iii. All fixtures or other tangible personal property now or hereafter situated on the mortgaged premises or installed or placed in the buildings located thereon including, without limitation, stoves, refrigerators and similar appliances;

iv. All federal and State subsidy payments to which the Grantee is or will be entitled for the Project;

v. All rentals payable by tenants in respect to any part of the mortgaged premises and any other revenues from the mortgaged premises, including fees derived from laundry and parking facilities, and other similar facilities;

vi. All amounts payable to or recoverable by the Grantee under the terms of any construction contract related to the Project, or any surety bond issued in connection therewith;

vii. All rights under and amounts recoverable under warranties as to quality or performance of any material, part, sub-assembly, appliance or other component part of the Project;

viii. All reserves created pursuant to the terms of this Mortgage and Agreement;

ix. All proceeds of casualty or other insurance on the Project or any part thereof; and

x. Any real estate tax rebates or refunds which the Grantee is entitled to receive.

SECTION 2. REPRESENTATIONS AND WARRANTIES

a. The Grantee represents that all submissions made by Grantee to the Grantor in connection with the Project were and remain complete, true and accurate in all material respects;

b. The Grantee is duly organized and existing under the provisions of New Jersey law and in good standing under the laws of New Jersey, has the power and authority to own its assets, to carry out and complete the Project and to carry on its business as now being conducted (and as now contemplated), and has the power to perform all the undertakings of this Mortgage and Agreement;

c. All Statements contained in all applications, correspondence or other materials delivered to the Grantor in connection with their consideration of the Mortgage and Agreement to the Grantee or relating to the Project are true and correct;

d. Grantee has paid all taxes, payments in lieu of taxes, fees, water charges and sewer charges owed to the State of New Jersey and to all political subdivisions thereof;

e. At the time of execution of this Mortgage and Agreement, or prior thereto, the Grantee has acquired title in fee simple to the Mortgaged Premises described on ***Exhibit A***, subject only to such exceptions which have been disclosed in writing to the Grantor and which will not, as solely determined by the Grantor, materially impair the beneficial use of the Mortgaged Premises for purposes of the Project;

f. No event has occurred and no condition exists which constitutes an Event of Default under this Mortgage and Agreement or which, but for a requirement of notice or lapse of time, or both, would constitute such an Event of Default;

g. The Project is and shall remain in compliance with all applicable zoning, building and environmental codes and all other laws, ordinances, rules and regulations of any governmental body having jurisdiction over the Project; and

h. The Grantee acknowledges that its actual transaction costs related to the Project have been reduced materially as a direct result of Project subsidies provided and paid for by the Grantor.

SECTION 3. GRANT AGREEMENT

To ensure that the Project remains affordable and accessible to persons entering or returning to the work force from public assistance, and as a condition precedent to the Grantor's participation in the Project, the Grantee has executed Grant Agreement No. 02-1150, a copy of which is annexed hereto as ***Exhibit B***.

SECTION 4. INSURANCE

a. The Grantee represents and agrees that it has caused and will continue to cause the buildings on the Property and any improvements thereto and the fixtures and articles on the Property and any improvements thereto and the fixtures and articles of personal property covered by this Mortgage and Agreement to be insured against loss by fire and by such other hazards as may be required by the Grantor or its successors and/or assigns. Such insurance shall be written by such companies, in such amounts and in forms as are satisfactory to the Grantor and shall provide that the Grantor or its successors and/or assigns shall be the loss payee subject only to the rights of the prior mortgagees. The Grantee will assign and deliver the certificates of insurance to the Grantor or its successors and/or assigns. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty (30) days written notice to the Grantor or its successor and/or assign. All premiums shall be paid by the Grantee.

b. In the event of substantial damage to the Project by the occurrence of an insured casualty or the taking of a substantial portion of the Project by condemnation, the Grantor will determine whether the Project can continue to fulfill the Program Objectives as contained in the Grantee's application for funding. The Grantor may authorize the Grantee to use the proceeds for such replacement or restoration. To the extent the Project is not replaced or restored, such proceeds shall be applied to the indebtedness secured hereby. Nothing in this Section shall affect the lien of this Mortgage and Agreement or the liability of the Grantee for payment of the entire balance of the Mortgage indebtedness. Notwithstanding anything herein to the contrary, such insurance proceeds shall be applied to the indebtedness and shall thereby reduce the payment of the entire balance by such amount, should it be requested by the Grantor.

SECTION 5. CERTIFICATES OF INSURANCE

Prior to the execution of this Mortgage and Agreement, and at all times thereafter during the life of the Project, Grantee will have delivered to the Grantor current and up to date Certificates of Insurance, from carriers licensed in the State of New Jersey to issue policies as represented by such Certificates, naming the Grantor as an insured as follows:

a. Comprehensive Public Liability Insurance (broad form) covering injury and damage to persons and property. The policy shall include an endorsement for contractual liability and shall include the State of New Jersey as a named insured. Limits of liability shall not be less than $1 million per occurrence for bodily injury and property damage liability.

b. Comprehensive Automobile Liability policy covering owned, non-owned and hired vehicles with minimum limits of $1 million per occurrence for bodily injury liability and property damage liability.

c. If the Property has been identified by the Secretary of Housing and Urban Development as being in an area of having special flood or mudslide hazards, and for which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, a flood insurance policy satisfactory to the Grantor or its successors and/or assigns shall be purchased by the Grantee.

d. Worker's Compensation Insurance applicable to laws of the State of New Jersey and Employers' Liability Insurance with a limit of not less than $100,000.

SECTION 6. TAXES OR PAYMENTS IN LIEU OF TAXES

The Grantee covenants and agrees to pay all taxes, payments in lieu of taxes, fees, assessments, water charges and sewer charges, however characterized, and in default thereof the Grantor may pay the same.

SECTION 7. LIENS AND RESTRICTION ON FURTHER BORROWING

The Grantee covenants and agrees to maintain its right, title and interest in the Property, and all items enumerated in *Section 1* of this Mortgage and Agreement, free and clear of all liens and security interests except the liens of this Mortgage and Agreement, and agrees that it shall not encumber the property with any other mortgage or security interest except as shall be approved by the Grantor in advance and in writing.

SECTION 8. ENCUMBRANCES AND SALE OF PROJECT

The Grantee covenants and agrees not to sell, lease or otherwise encumber the Project or the Land, or any part thereof, or the rents or revenues thereof without the prior written consent of the Grantor, except by leasing to eligible residential tenants.

SECTION 9. MAINTENANCE, REPAIR AND REPLACEMENT

The Grantee covenants and agrees to maintain the Project and the housing units contained therein and the appurtenant equipment and grounds in good repair and condition, and up to all applicable code standards, so as to provide decent, safe and sanitary housing accommodations.

a. Following completion of the Project, the Grantee will not make any substantial alteration in the Project that reduces its appraised value.

b. The Grantee will not permit any accumulation of waste with respect to the Project or any of its real or personal property or make any alteration which will increase the hazard of fire or other casualty.

SECTION 10. USE OF PROJECT; THIRTY YEAR RESTRICTION; PROJECT MANAGEMENT

a. The Grantee shall assure that the units remain affordable to persons of low income for at least thirty (30) years from the date of execution of this Mortgage and Agreement. Upon the expiration of this thirty (30) year period, all Grantor's rights under this Mortgage and Agreement shall end and all limitations and restrictions on Grantee shall end. Upon the written request of the Grantee, the Grantor shall provide a document to the Grantee confirming the aforesaid items and canceling this Mortgage and Agreement of record.

b. Except for facilities approved by the Grantor as normally appurtenant to residential projects for non-transients (such as laundry facilities), the Project shall be used solely to provide residential housing for persons identified in the Grantee's application for funding. The Grantee shall offer dwelling units for occupancy in strict accordance with a marketing program or plan approved by the Grantor.

c. For cause, the Grantor shall have the right to replace the managing agent or other agent exercising management control over the affairs of the Project with such person or persons as the Grantor in its sole discretion deems advisable, including officers or employees of the Grantor, who shall exercise all of the authority of the Grantee with respect to the Project.

SECTION 11. RENTAL AMOUNTS AND SECURITY DEPOSITS

a. Rent levels for all Project dwelling units are to be regulated by the Grantor, and all such rent levels shall be established and approved in advance and in writing by the Grantor.

b. Without limitation or exception, rent levels approved by the Grantor shall be the sole financial obligation owed by Project residents, and except as provided for in *Subsection c* of this *Section 11*, Grantee shall not add on to such rent levels any fees or other amounts, whether categorized as fees for specific services or otherwise.

c. Grantee shall be permitted to collect the prepayment of the first month's rent plus a deposit ("**SECURITY DEPOSIT**") not in excess of one (1) month's rent, to guarantee the performance of a resident's lease or occupancy agreement. All Security Deposits shall be kept in interest bearing accounts, with all amounts clearly identified to the appropriate residents, and interest accruing to a resident shall be paid to the resident not less often than annually.

SECTION 12. INSPECTION OF PREMISES

The Grantee covenants and agrees to permit the Grantor, its agents or representatives, to inspect the Mortgaged Premises at any and all reasonable times during and following construction with or without notice.

SECTION 13. ACCOUNT FOR PROJECT REVENUES

All rents and other revenues of any type whatsoever received in connection with the Project or the Grantee's operation of the Project shall constitute "**PROJECT REVENUE**". The Grantee covenants and agrees to deposit Project Revenue in an interest bearing account with a bank or trust company maintaining an office within the State of New Jersey, the deposits of which are insured by the Federal Deposit Insurance Corporation.

SECTION 14. BOOKS AND RECORDS; AUDIT BY GRANTOR

a. Subject to the requirements of any prior mortgages which shall govern, the Grantee covenants and agrees to maintain adequate books and records of its transactions with respect to the Project in a form acceptable to the Grantor. Such books and records shall be available for inspection and audit by the Grantor or its agents at any time during business hours.

b. The Grantee shall furnish the Grantor or its successors and/or assigns such other information and reports respecting the Project as the Grantor or its successors and/or assigns may reasonably require.

SECTION 15. USE OF PROJECT REVENUES

Except with the express approval of the Grantor the Grantee shall not use Project Revenues, or any other Project funds, if any, to:

a. incur any liabilities except in connection with the construction of the Project and its operation and maintenance;

b. engage in any business activity except the ownership and operation of the Project; or

c. pay more than the fair market value thereof for goods or services.

SECTION 16. ACCOUNTING IN EVENT OF DEFAULT

If at any time an Event of Default, as defined in *Section 19*, below, is declared by any mortgagee other than the Grantor, the Grantee will notify the Grantor within five (5) business days. The Grantee will furnish to the Grantor a statement of the principal and interest which remains due to the foreclosing entity.

SECTION 17. PERSONAL LIABILITY

Upon the happening of an Event of Default, as defined in *Section 19*, the Grantor shall take no action against the Grantee personally, except in the event of fraudulent, criminal or other unlawful activities.

SECTION 18. ASSIGNMENT BY GRANTOR

The Grantee hereby consents to any assignment of this Mortgage and Agreement by the Grantor. To become effective as against Grantee, Grantee must be notified of such assignment in writing.

SECTION 19. DEFAULT: FORECLOSURE AND OTHER REMEDIES

a. Each of the following shall be an event of default (" **EVENT OF DEFAULT**"):

i. Any material breech of this Mortgage and Agreement, or failure by the Grantee to perform or observe in timely fashion any action or covenant required by any of the terms of this Mortgage and Agreement, or failure by the Grantee to produce satisfactory evidence of compliance therewith;

ii. Failure by the Grantee to proceed diligently to complete the project in accordance with the terms and schedule set forth in the Agreement. The parties acknowledge that the Project shall be completed upon issuance of appropriate Certificates of Occupancy by the municipality in which the Project is located;

iii. The occurrence of substantial destruction of the Project by an uninsured casualty;

iv. Any representation, warranty or other statement in conjunction with this Mortgage and Agreement concerning the Project by or on behalf of the Grantee which is false or misleading in any material respect or any representation, warranty, or other statement of the Grantee which is breached;

v. Any breach by the Grantee of its obligations or any failure to observe its covenants under any prior mortgage, or note which results in an Event of Default thereunder, or the failure to observe the covenants as contained in any deed restriction associated with such prior mortgage or note, if applicable;

b. The events set forth in *Subsections (i)* and *(iv)* of this *Section 19* shall not constitute Events of Default until the prohibited acts, failure to perform or observe, or breaches shall remain uncured for a period of thirty (30) days after Grantor's written notice to Grantee, specifying such prohibited act, failure or breach and requesting that it be remedied, unless the Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the prohibited act, failure, or breach stated in each notice is correctable but cannot be corrected within the 30 day period, the Grantor may not unreasonably withhold its consent to an extension up to 120 days from the delivery of the written notice referred to herein if corrective action is instituted by the Grantee within the initial 30 day period and diligently pursued.

c. Upon the occurrence of any Event of Default, and subject to any first mortgage, the Grantor may at its option:

i. Foreclose the lien of this Mortgage and Agreement on the Mortgaged Premises. In any action to foreclose, the Grantor shall be entitled to appoint a receiver of the rents and profits of the Project as a matter of right and without notice, with power to collect the rents, uses, and profits of said Project, due and becoming due during the pendency of such foreclosure suit. The Grantee for itself and any such subsequent owner hereby waives any and all defenses to the application for a receiver as above and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive the holder of the Mortgage of any other right, remedy or privilege it may now have under the law to have a receiver appointed;

ii. Take possession of the mortgaged premises;

iii. Without judicial process, collect all rentals and other revenue including federal and Grantor subsidies as the agent of the Grantee and apply the same at the Grantor's option either to the operation and maintenance of the Project or to the liabilities of the Grantee under this Mortgage and Agreement;

iv. Act as landlord of the Mortgaged Premises and rent or lease the same on any terms approved by it or dispossess by summary proceedings or other available means any

tenant defaulting under the terms of the lease of a dwelling unit;

v. Take possession of equipment, appliances and other tangible personal property in which a security interest has been granted by this Mortgage and Agreement and dispose of the same in any commercially reasonable manner either separately from the Mortgaged Premises or in conjunction with a sale of the Mortgaged Premises;

vi. Sue the Grantee for a mandatory injunction or other equitable relief requiring performance by the Grantee of any of its obligations under the Mortgage and Agreement;

vii. Have available to it any remedies provided to it by law.

SECTION 20. EXPENSES DUE TO DEFAULT

All reasonable expenses (including reasonable attorney's fees, costs and allowances) incurred in connection with an action to foreclose this Mortgage and Agreement or in exercising any other remedy provided by this Mortgage and Agreement, including the curing of any Event of Default, shall be paid by the Grantee. If the Grantor elects to make payments with respect to the aforementioned expenses, it may require that the Grantee reimburse the Grantor for the cost of said payments. Any such sum or sums and the interest thereon shall be a further lien on the mortgaged premises and shall be secured by this Mortgage and Agreement.

SECTION 21. NOTICES

a. All notices and other written communications with respect to the Grantor and the Grantee shall be directed as follows:

i. If to either the Grantor or the Department, to:

New Jersey Department of Community Affairs
Division of Housing and Community Resources
P. O. Box 806
101 South Broad Street - 5th Floor
Trenton , NJ 08625-0806

ii. If to the Grantee, to the address set forth on page 1 of this Mortgage and Agreement.

b. All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the addresses given in this Mortgage and Agreement. Address changes may be made upon notice to the other party.

SECTION 22. NON-WAIVER OF CONDITIONS

The failure of the Grantor to insist upon strict performance of any provision of this Mortgage and Agreement, in any one or more instances, shall not constitute a consent to waiver of, or excuse for, any other different or subsequent breach of the same of other provision, nor as a result shall the Grantor relinquish any rights which it may have under this Mortgage and Agreement. No terms or provisions hereof shall be deemed waived by the Grantor, and no breach by the Grantee shall be excused, unless such waiver or consent is in writing and signed by the Grantor.

SECTION 23. PRIORITY OF DOCUMENTS

Should a conflict or inconsistency exist between the terms of this Mortgage and Agreement and *Exhibit B* (the Grant Agreement), said conflict or inconsistency shall be resolved by giving precedence to the Mortgage and Agreement and Exhibits in the following order:

1. Mortgage and Agreement, including the Property description (*Exhibit A*);
2. *Exhibit B* (Grant Agreement)

SECTION 24. MERGER AND AMENDMENT

a. This written Mortgage and Agreement, together with its Exhibits, constitutes the sole agreement between the parties with respect to the matters covered therein, and no other written or oral communication exists which shall bind the parties with respect thereto, provided however that this Agreement may be modified by written amendments clearly identified as such and signed by both the Grantor and the Grantee.

b. Nothing herein shall be construed to prevent the Grantor or the Grantee from offering evidence in prosecution of or in defense of a claim under or related to *Sections 10(c)* (replacement of the managing agent or other agent exercising management control over the affairs of the Project) and *19* (Default) of this Mortgage and Agreement.

SECTION 25. PARTIAL INVALIDATION OF AGREEMENT

Should any provision of this Mortgage and Agreement be deemed or held to be invalid, ineffective or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effect.

SECTION 26. JOINT AND SEVERAL LIABILITY

a. Each named Grantee shall be jointly and severally liable for all of Grantee's obligations under this Mortgage and Agreement.

b. The terms of this Mortgage and Agreement are legally binding upon the Grantee and upon all successors in interest to Grantee.

SECTION 27. DISCLAIMER OF WARRANTIES, LIABILITY,

a. The Grantee acknowledges and agrees that (i) the Grantor has not heretofore and does not make any warranty or representation, either express or implied as to the value, condition, or fitness for particular purpose or fitness for any use of the Project Premises or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Grantor or its agents or employees be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Mortgage and Agreement or the development of the Project or the existence, functioning or use of the Project or any items or services provided for in the Mortgage and Agreement; and (iii) during the term of this Mortgage and Agreement and to the fullest extent permitted by law, the Grantee shall indemnify and hold the Grantor harmless against, and the Grantee shall pay any and all liability, loss, cost, damage, claims, judgments or expense of any and all kinds or nature and however arising, imposed by law, which the Grantee and the Grantor may sustain, be subject to, or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, or upon or arising out of contracts entered into by the Grantee, or arising out of the Grantee's ownership of the Project or out of the development, or management of the Project.

b. It is mutually agreed by the Grantee and the Grantor that the Grantor and its directors, officers, agents, servants and employees shall not be liable for any action performed under this Mortgage and Agreement, and that the Grantee shall hold them harmless from any claim or suit of whatever nature.

c. Any claims asserted against the Grantor shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, *et.seq.* (except for N.J.S.A. 59:13-9 thereof). It is acknowledged by the parties that the Grantor is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 *et.seq.*

SECTION 28. EXECUTION IN COUNTERPARTS

This Mortgage and Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 29. CHOICE OF LAW

This Mortgage and Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Mortgage and Agreement in triplicate as of the date first above written.

THE STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF HOUSING AND COMMUNITY RESOURCES (GRANTOR):

BY: _____
Keith A. Jones,
Division Director

GRANTEE: HOMEFRONT – TLC, INC.

BY: _____
Vice Chairperson

Project HOME II, Hamilton - M&A.doc/1-9

ACKNOWLEDGMENTS

On this the 25 day of June, 2002 before me came KEITH A. JONES, to me known and known to me to be the Director of the Division of Housing and Community Resources, New Jersey Department of Community Affairs, the person identified as such in the foregoing Mortgage and Agreement, who states that he has signed said Mortgage and Agreement on behalf of the State of New Jersey for the purposes stated therein.

NANCY Q. MONGOLD
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 7/23/2004

Nancy Q. Mongold
NOTARY PUBLIC

On this the 9th day of July, 2002 before me came Celia Murphree Bernstein known to me to be the Grantee identified as such in the foregoing Mortgage and Agreement, who states that s/he has signed said Mortgage and Agreement for the purposes stated therein.

Virginia J. Vasey
NOTARY PUBLIC

VIRGINIA J. VASEY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DECEMBER 15, 2004

Record and return to:

Bradley J.Harrington
New Jersey Department of Community Affairs
101 South Broad St, 5th Floor
P. O. Box 806
Trenton, NJ 08625-0806

TO THE REGISTER OR CLERK,

County: _____

This mortgage is fully paid and satisfied.
I authorize you to cancel it of Record.

Grantor:

I hereby certify that the Grantor's signature is genuine.

_____
NOTARY PUBLIC

Project HOME II, Hamilton - M&A.doc/10

CL

Mercer County Clerk's Office

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Return To:

MERCER COUNTY HOUSING & COMM DEVT
PO BOX 8068
640 SOUTH BROAD STREET
TRENTON NJ 08650

Index DEEDS

Book 05830 Page 0150

No. Pages 0010

Instrument MISC DEEDS

Date : 3/31/2008

Time : 3:23:33

Control # 200803310764

INST# RD 2008 011076

MERCER COUNTY

HOMEFRONT - TLC INC

Employee ID DENAV

RECORDING	$	.00
RECORDING	$	.00
DARM $3	$	.00
NMD1PA	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
Total:	$	.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

**********PLEASE NOTE**********
* DO NOT REMOVE THIS COVER SHEET - *
*IT CONTAINS ALL RECORDING INFORMATION *
****

Paula Sollami-Covello
Mercer County Clerk

D058300150DD5HAT

Exhibit A

LAND MAP, INC.
Land Surveying, Planning & Mapping Consultants

MT 13447
Hamilton Township Tax Map
Sheet 103
Block 1873
Lot 30

June 17, 2002

Description of Lot 30 in Block 1873 as shown on Sheet 103 of the Hamilton Township Tax Map, being commonly known as **322-330 Connecticut Avenue**, situate in the Township of Hamilton, Mercer County, New Jersey.

BEGINNING at a **POINT** marked by a pin found in the easterly right-of-way line of Connecticut Avenue, 60 feet wide, said point being 100.00 feet as measured along said right-of-way line in a southerly direction from the intersection of the said easterly right-of-way line of Connecticut Avenue with the southerly right-of-way line of Greenwood Avenue, 66 feet wide, and from said **BEGINNING POINT** running; thence,

1. Along the southerly line of lands N/F Catherine M. Di Pierro, *et vir*, and continuing along a southerly line of lands N/F Earl Graham, passing over a pin found marking the division line between said lands, N 66° 56' 10" E, 138.80 feet to a point in the westerly line of lands N/F William R. Henry, *et ux*; thence,

2. Along said lands and continuing along the westerly line of lands N/F Donald A. Ray, *et ux*, and lands N/F Terrance M. and Cynthia H. Sherman, S 26° 00' 00" E, 160.01 feet to a point corner to lands N/F Jean R. Alexis; thence,

3. Along the northerly line of said lands S 65° 28' 30" W, 130.00 feet to a point in the aforementioned easterly right-of-way line of Connecticut Avenue; thence,

4. Along said right-of-way line N 29° 01' 40" W, 164.00 feet to the **POINT** and **PLACE** of **BEGINNING**.

Containing 21,717.2 square feet of land more or less.

The hereinafter-referenced survey as described above being subject to any facts that may be revealed by a full and accurate title search.

According to a survey prepared by LAND MAP, INC., Professional Land Surveying, Planning and Mapping Consultants, Hamilton Square, NJ, dated June 17, 2002, Proj. No. 7976.

6.19.02 Linda B. Marks
Date

LINDA B. MARKS
Professional Land Surveyor
New Jersey License No. 34010

Homefront
LMI 7976:W49

3694 Nottingham Way • Hamilton Square, NJ • 08690-2612 • Phone 609-586-7117 • Fax 609-586-7510

Printed on recycled paper

19. HomeFront IV – 40 Francis Avenue

Homes by TLC, Inc.
1880 Princeton Avenue
Lawrenceville, NJ 08648
609-989-9417 Fax 609-989-9423

August 28, 2018

HAMILTON		***# units***	**# of Bedrooms**	**Income Level**
322-330	*Connecticut*	*8*	all 2 bedrooms	5=VL; 3=L
40	*Francis*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	3=VL; 1=L
141	*Francis*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
1778	*Greenwood*	*4*	all 2 bedrooms	1=VL; 3=L
1782-86	*Greenwood*	*8*	all 2 bedrooms	4=V; 4=L
116	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
117	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
129	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	transitional = VL
141	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
87	*NewKirk*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L

VL=30% of Medium
L= 50% of Medium
M= 80% of Medium

Mtg Cap DD5 9p NO FEE

R+R Mercer County Housing
640 S. Broad St.
Trenton, NJ 08650

MERCER COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM
AFFORDABLE HOUSING DEED RESTRICTION

This is not a certified copy

LENDER:	**COUNTY OF MERCER**, a municipal corporation of the State of New Jersey, having its principal offices located at the McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08650-0068.
BORROWER/OWNER:	**Homefront - TLC, Inc.** a New Jersey nonprofit corporation, whose address is located at 1880 Princeton Avenue Lawrenceville, NJ 08648.
PROJECT PROPERTY:	Hamilton Township, Mercer County, New Jersey **Block 2020, Lot 49 (40 Francis Avenue).**
PROJECT:	Acquisition of four (4) affordable rental housing units for low income families. Four (4) units are designated as HOME units.
Grant:	Grant - $200,000

WHEREAS, the above named Lender has entered into a HOME Investment Partnership Agreement pursuant to Title II of the National Affordable Housing Act with United States Department of Housing and Urban Development (hereafter), "HUD", by which HUD provides funding for eligible projects; and

WHEREAS, the Lender has been designated to implement a HOME Investment Partnerships Program (hereafter referred to as the "HOME Program") in accordance with applicable regulations, including 24 CFR Part 92; and

WHEREAS, the Borrower has requested funding to undertake the above described Project; and

WHEREAS, the proposed Project is eligible for funding if carried out pursuant to HUD's rules and regulations; and

WHEREAS, the HOME Program requires eligible project properties be subject to a deed restriction, reflecting that said properties are for the purpose of providing housing for families of certain income levels as established by HUD; and

WHEREAS, Borrower has agreed to comply with this condition by signing and delivering this document; now, therefore, in consideration of the foregoing and the terms and conditions contained herein, the above-named Borrower/Owner grants to the above-named Lender, its successors and assigns the rights stated in this document on the above-described Project Property ("Premises"), which Property is described in Exhibit A attached hereto, for the purpose of ensuring retention of affordable rental housing for occupancy by low and very low-income persons and families.

1. Purpose. The purpose of this Affordable Housing Restriction is to assure that low and very low-income households will retain the Premises as affordable housing for occupancy.

2. Nature and Term of Covenants. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (a) shall be and are covenants running with the land, encumbering the Premises for a term of twenty-five (25) years from October 21, 2005; (b) are binding upon the Borrower's successors in title and all subsequent owners of the Premises, (c) are not merely personal covenants of the Borrower, and (d) shall bind the Borrower and its successors and assigns and the benefits shall inure to the Lender and to any present or prospective tenant of the Premises. The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable rental housing, which assistance includes a loan from the Lender under the HOME Investments Partnership Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.

3. Notice of Covenants. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction. The covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof actually provides that such conveyance is subject to this Affordable Housing Restriction.

4. Unit Standards. The Premises shall be used for four (4) units of rental housing, as described above. Each Project Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Project Property shall meet the housing quality standards set forth in the regulations of the HOME Investment Partnership Program at 24 CFR Part 92, Section 92.251 or any successor thereto.

5. Discrimination Prohibited. The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to a holder of a certificate of family participation under the Federal Rental Certificate Program (24 CFR Part 882) or a rental voucher under the Federal Rental Voucher Program (24 CFR Part 887) or a holder of a comparable document evidencing participation in a HOME Program, tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based assistance document.

5.1. Nondiscrimination Policies. The Borrower shall adopt and submit resident selection policies and criteria to Lender and Lender shall have the right of approval thereof. Said policies and criteria shall comply with the following requirements:

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(a) They shall be consistent with the purpose of providing housing for "Low Income Families" and "Very Low Income Families", as defined below in 7(a) and required herein;

(b) They shall be reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Borrower's form lease;

(c) They shall give reasonable consideration to the housing needs of families that would have preference under 24 CFR Part 960.211 (Federal selection preferences for admission to public housing); and

(d) They shall provide for (i) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, and (ii) the prompt written notification to any related applicant of the grounds for any rejection.

Lender must approve any changes to these policies and criteria in writing. The Borrower shall also provide the Lender with an affirmative marketing plan acceptable to the Lender.

The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

6. Tenant Income Standards. During the term of this Affordable Housing Restriction the Project Properties shall be leased to at least two (2) families (as defined below) whose annual incomes are at or less than FIFTY PERCENT (50%) of the median income for the Area (as defined below) ("Very Low Income Families") based on family size as determined by the US Department of Housing and Urban Development ("HUD") and the remainder to Families whose annual incomes are at or less than EIGHTY PERCENT (80%) of the median income for the Area (as defined below). A "Family" is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The "Area" is defined as the Trenton-NJ PMSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).

7. Rental amount Limits. Rental amounts shall comply with the following:

a. The monthly rent charged for the Project Properties to be rented to families whose incomes are at or below fifty percent of median area income shall not be greater than thirty percent (30%) of the monthly gross income of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. The monthly rent charged for the Project Properties to be rented to families whose incomes are above fifty percent of median area income shall not be greater than the lesser of the Fair Market Rent for Mercer

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County as established by HUD or thirty percent (30%) of the monthly gross income of a Family whose income equals sixty-five percent (65%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause the Borrower shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.

b. Borrower shall make the determination of whether a Family meets the income requirements set forth herein at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such Family.

8. Initial Proposed Rents. Prior to initial occupancy of a Project Property and annually thereafter as part of the annual reports required under Section 8 above, Borrower shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all units in the Project. The rent schedule shall include both the maximum rents applicable to units as described above as well as the actual rents to be charged to over-income Families. Such schedule shall be subject to the approval of Lender for compliance with the requirements of this Agreement.

9. Records and Reporting to Lender. Borrower shall maintain as part of its Project records copies of all leases of units in the Project and all initial and annual income certifications by tenants of the Project. Within 60 days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit at the Project. With respect to Families who move to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of the initial occupancy at the Project. The annual report shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.

10. Increases in Rental Amounts. Rents shall not be increased without the Lender's prior written approval of either (a) a specific request by Borrower for a rent increase or (b) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Borrower to all affected tenants.

11. Prohibited Lease Provisions. The Borrower shall not include in any lease for a unit in the Project any of the following provisions:

a. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.

b. Agreement by the tenant that the Borrower may take, hold, or sell personal

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property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with New Jersey law.

c. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

d. Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.

e. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

f. Agreement by the tenant to waive any right to a trial by jury.

g. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

h. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

12. Project Lease Terms and Lease Terminations. All leases for units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and the Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except for (a) for serious or repeated violations of the terms and conditions of the lease; (b) violations of applicable federal, state or local law or (c) other good cause. Any termination or refusal to renew must be preceded by not less than 90 days by Borrower's service on the tenant of a written notice specifying the grounds for the action. Lender must be copied on any such notice for units relating to this restriction.

13. Transfer or Sale of Project Property. The Borrower may not sell, transfer or exchange all or any portion of the Project without the Lender's prior written consent. Any sale, transfer or change of title shall require either full payment of the outstanding obligation under the mortgage or such other requirements as the Lender may specify.

14. Demolition or Reduction of Project Property. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lender, which consent may be granted or withheld in the Lender's reasonable judgment. The Borrower shall not permit the use of any residential unit for any purpose other than rental housing.

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15. Destruction or Damage of Project Property. If the Project, or any part thereof, shall be damaged or destroyed, the Borrower shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

16. Use of Project Property. Any use of the Project Property or activity thereon which is inconsistent with the express conditions or purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative Marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372). Lender and its duly authorized representatives shall have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction.

17. Enforcement of Restrictions. Lender shall have the right to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation, it being agreed that the Lender will have no adequate remedy at law, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises.

18. Notice of Restrictions. The Lender shall have the right to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction and the Borrower, on behalf of itself and its successors and assigns, appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agrees to execute any such instruments upon request.

19. Conditional Relief from Restrictions. Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the property in lieu of foreclosure, and provided that the holder of such mortgage (a) has given Lender not less than 60 days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure and (b) agrees to recognize any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability of the Project, then the rights

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and restrictions herein contained shall not apply to such holder upon such acquisition of the Property or to any purchaser of the Property from such holder, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens, if any, have been settled not to exceed the outstanding balance of the HOME loan, at such time, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens have been settled, if any, not to exceed the outstanding balance of the HOME loan, at such time such Property shall, subject to the next two succeeding sentences, thereafter be free from all such rights and restrictions.

20. No Relief from Restrictions on Certain Transfers. The rights and restrictions contained herein shall not lapse if any portion of the Project Property is acquired through foreclosure or deed in lieu of foreclosure by (a) Borrower, (b) any person with a direct or indirect financial interest in Borrower, (c) any person related to a person described in "b" by blood, adoption or marriage, (d) any person who is or at any time was a business partner of a person described in "b" and (e) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if all or a portion of the Premises is acquired by a Related Party during the period in which this Affordable Housing Restriction would be in effect but for provisions providing for its termination, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.

21. In the event a person having the right to do so pursues a foreclosure or other proceeding enforcing its rights under a mortgage or other instrument and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Lender in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Lender pursuant to this Section in connection with such proceeding. In the event that such excess shall be so paid to the Lender, the Lender shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Lender in accordance herewith, provided that such holder shall give the prompt notice of any such claim and shall not object to intervention by the Lender in any proceeding relating thereto. To the extent the Borrower possesses any interest in any amount which would otherwise by payable to the Lender under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to said holder for payment to the Lender.

22. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lender:
County of Mercer
Housing and Community Development
640 South Broad Street, RM 420
Trenton, NJ 08650-0068

If to Borrower:
Homefront - TLC, Inc.
1880 Princeton Avenue
Lawrenceville, NJ 08648

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or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

23. Effective Date. The Borrower and the Lender intend that the restrictions arising hereunder took effect October 21, 2005.

24. Lender shall have the right to assign its interest in this Affordable Housing Restriction.

25. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender.

26. If any provision of this Affordable Housing Restriction shall be declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected.

In witness whereof and intending to be bound thereby, the Borrower has caused this agreement to be executed by its duly authorized agent on the date reported.

Homefront - TLC, Inc.

BY: Celia Bernstein Date: 3-26-08
Celia Bernstein, Vice Chairperson

Attest: Donna Daddio Date: 3-26-08

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ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: S.S.
COUNTY OF MERCER :

I certify that on this date **Celia Bernstein** personally came before me and acknowledged under oath, to my satisfaction, that:

(a) Hopefront - TLC ~~Visitation Home~~, Inc. is named as the Borrower in this document (the "corporation");

(b) he/she, holds the position of **Vice Chairperson** of the corporation;

(c) the corporation has authorized the execution and delivery of this document in accordance with the terms and requirements of its charter and bylaws;

(d) he/she is authorized to execute and deliver this document for the corporation and

(e) he/she signed and delivered this document for and on behalf of the corporation as its voluntary act and deed for the uses and purposes therein expressed.

Signed and subscribed to before me.

Donna Baratta
Notary Signature

Date: 8-28-08

Donna Baratta
My Commission Expires
April 14 2010
Mercer County NJ
Notary Public

END OF DOCUMENT

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Mercer County Clerk's Office

Return To:

HAMILTON TWP
2090 GREENWOOD AVE

TRENTON NJ 08609

Index DEEDS

Book 05781 Page 0058

No. Pages 0004

Instrument DEED-MUNICIPAL

Date : 12/27/2007

Time : 9:01:45

Control # 200712270032

INST# RD 2007 056228

HAMILTON TWP

HOMEFRONT-TLC

Employee ID DENAV

RECORDING	$	3.00
DARM $3	$	3.00
NJPRPA	$	2.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
Total:	$	8.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

**********PLEASE NOTE**********
* DO NOT REMOVE THIS COVER SHEET - *
*IT CONTAINS ALL RECORDING INFORMATION *
****

Paula Sollami-Covello
Mercer County Clerk

D0057810058DDMHAT

VOL5781 PG058

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Part of Exh. P-26

DDM 3p +8p Chg9

Prepared by:
Paul R. Adler, Esq.

Deed Restriction

THIS DEED RESTRICTION, entered into as of this the 21st day of December, 2007, by and between the Township of Hamilton, a municipal corporation of the State of New Jersey with offices at 2090 Greenwood Avenue, Hamilton, NJ 08609 ("Township"), and Homefront-TLC, Inc. a New Jersey nonprofit corporation having offices at 1880 Princeton Avenue, Lawrenceville, NJ 08648 the developer/sponsor ("Owner") of a residential low income rental project known as Project Home VI (the "Project"):

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WITNESSETH

Article 1. Consideration

In consideration of certain benefits from the Township regarding the Project including an affordable housing trust fund grant in the total amount of $226,800, receipt of which is hereby acknowledged, the Owner hereby agrees to be bound and abide by the covenants, terms and conditions set forth in this Deed restriction with respect to the land and improvements more specifically described in Article 2 hereof ("the Property")

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No 2020, Lot No 49, and known by the street address:

40 Francis Avenue (4 rental units)

The Property was acquired by the Owner through Deed dated August 24, 2005 from Joshua Bamberger and Rachel Bamberger, and was recorded with the Mercer County Clerk on September 13, 2005 in Deed Book No. 05149 at Page No.0194.

Article 3 Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each separate dwelling unit. The Control Period shall commence upon the earlier of the date of this Deed Restriction or the date on which the first certified household occupies the unit, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5 80-26.11, each separate restricted unit shall remain subject to the requirements of this Deed until the Township elects to release the unit from such requirements. Prior to

1

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such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least thirty (30) years, provided, however, that any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction, or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1, *et seq*) (the "Uniform Controls")

B The Property and each unit therein shall be used solely for the purpose of providing rental dwelling units for low income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing. So long as any dwelling unit remains within its Control Period, sale of the Property shall be expressly subject to these Deed Restrictions Any subsequent deeds of conveyance of the property must have this Deed Restriction appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Township's Municipal Housing Liaison

C No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Township's Municipal Housing Liaison.

D. The Owner shall notify the Township's Municipal Housing Liaison of any foreclosure actions filed with respect to the Property within five (5) business days of service of same upon the Owner.

E The Owner shall notify the Township's Municipal Housing Liaison within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

F. The Property will serve the Special Needs population of low income families

Article 4. Remedies for Breach of Affordable Housing Covenants

The Owner recognizes and acknowledges that any breach of the Covenants herein shall cause irreparable harm to the Township's Municipal Housing Liaison, the Township and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules and the obligation for the provision of low and moderate-income housing

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest or other owner of the Property, the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Owner, or any successor in interest or other owner of the Property, the Township shall have all remedies provided at law or equity including, but not limited to. forfeiture, foreclosure; acceleration of all sums due under any mortgage; recouping of any funds from a sale in violation of the Covenants contained herein; diverting of rent proceeds from illegal rentals; injunctive relief to prevent further violation of said Covenants; entry on the premises; any remedies provided under New Jersey Administrative Code; and specific performance.

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IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction as of the date first above written.

Witness

Jean Chianese, RMC

TOWNSHIP OF HAMILTON

BY _____

Glen D Gilmore
Mayor

Witness

HOMEFRONT-TLC, INC.

BY _____

Connie Mercer
Vice Chairperson

ACKNOWLEDGEMENTS

On this the 11th day of December, 2007before me came Glen D. Gilmore known by me to be Mayor of Hamilton Township, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Deed on behalf of said Municipality, and that (s)he has so executed the foregoing Deed for the purposes stated therein.

_____
NOTARY PUBLIC

JOAN A. HOFMANN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/12/2008

On this the 20 day of December, 2007 before me came Connie Mercer, known to me to be Vice Chairperson of Homefront-TLC, Inc., the Owner of the Property, who states that she is duly authorized to execute said Deed on behalf of the Owner and that she has signed said Deed for the purposes stated therein.

_____
NOTARY PUBLIC

Donna Baratta
My Commission Expires
April 14 2010
Mercer County NJ
Notary Public

Record and Return
Township of Hamilton
Department of Law
2090 Greenwood Avenue
Hamilton, NJ 08609

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END OF DOCUMENT

20. HomeFront IV – 116 Moffat Avenue

Homes by TLC, Inc.
1880 Princeton Avenue
Lawrenceville, NJ 08648
609-989-9417 Fax 609-989-9423

August 28, 2018

HAMILTON		***# units***	**# of Bedrooms**	**Income Level**
322-330	*Connecticut*	*8*	all 2 bedrooms	5=VL; 3=L
40	*Francis*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	3=VL; 1=L
141	*Francis*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
1778	*Greenwood*	*4*	all 2 bedrooms	1=VL; 3=L
1782-86	*Greenwood*	*8*	all 2 bedrooms	4=V; 4=L
116	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
117	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
129	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	transitional = VL
141	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
87	*NewKirk*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L

VL=30% of Medium
L= 50% of Medium
M= 80% of Medium

FILED
MAR 31 2008
PAULA SOLLAMI-COVELLO
Mercer County Clerk

MERCER COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM
AFFORDABLE HOUSING DEED RESTRICTION

LENDER:	**COUNTY OF MERCER**, a municipal corporation of the State of New Jersey, having its principal offices located at the McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08650-0068.
BORROWER/OWNER:	**Homefront - TLC, Inc.** a New Jersey nonprofit corporation, whose address is located at 1880 Princeton Avenue Lawrenceville, NJ 08648.
PROJECT PROPERTY:	Hamilton Township, Mercer County, New Jersey **Block 2027, Lot 22** (116 Moffat Avenue).
PROJECT:	Acquisition of four (4) affordable rental housing units for low income families. Four (4) units are designated as HOME units.
Grant:	Grant - **$200,000**

WHEREAS, the above named Lender has entered into a HOME Investment Partnership Agreement pursuant to Title II of the National Affordable Housing Act with United States Department of Housing and Urban Development (hereafter), "HUD", by which HUD provides funding for eligible projects; and

WHEREAS, the Lender has been designated to implement a HOME Investment Partnerships Program (hereafter referred to as the "HOME Program") in accordance with applicable regulations, including 24 CFR Part 92; and

WHEREAS, the Borrower has requested funding to undertake the above described Project; and

WHEREAS, the proposed Project is eligible for funding if carried out pursuant to HUD's rules and regulations; and

WHEREAS, the HOME Program requires eligible project properties be subject to a deed restriction, reflecting that said properties are for the purpose of providing housing for families of certain income levels as established by HUD; and

WHEREAS, Borrower has agreed to comply with this condition by signing and delivering this document; now, therefore, in consideration of the foregoing and the terms and conditions contained herein, the above-named Borrower/Owner grants to the above-named Lender, its successors and assigns the rights stated in this document on the above-described Project Property ("Premises"), which Property is described in Exhibit A attached hereto, for the purpose of ensuring retention of affordable rental housing for occupancy by low and very low-income persons and families.

1. Purpose. The purpose of this Affordable Housing Restriction is to assure that low and very low-income households will retain the Premises as affordable housing for occupancy.

2. Nature and Term of Covenants. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (a) shall be and are covenants running with the land, encumbering the Premises for a term of twenty-five (25) years from October 21, 2005; (b) are binding upon the Borrower's successors in title and all subsequent owners of the Premises, (c) are not merely personal covenants of the Borrower, and (d) shall bind the Borrower and its successors and assigns and the benefits shall inure to the Lender and to any present or prospective tenant of the Premises. The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable rental housing, which assistance includes a loan from the Lender under the HOME Investments Partnership Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.

3. Notice of Covenants. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction. The covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof actually provides that such conveyance is subject to this Affordable Housing Restriction.

4. Unit Standards. The Premises shall be used for four (4) units of rental housing, as described above. Each Project Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Project Property shall meet the housing quality standards set forth in the regulations of the HOME Investment Partnership Program at 24 CFR Part 92, Section 92.251 or any successor thereto.

5. Discrimination Prohibited. The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to a holder of a certificate of family participation under the Federal Rental Certificate Program (24 CFR Part 882) or a rental voucher under the Federal Rental Voucher Program (24 CFR Part 887) or a holder of a comparable document evidencing participation in a HOME Program, tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based assistance document.

5.1. Nondiscrimination Policies. The Borrower shall adopt and submit resident selection policies and criteria to Lender and Lender shall have the right of approval thereof. Said policies and criteria shall comply with the following requirements:

(a) They shall be consistent with the purpose of providing housing for "Low Income Families" and "Very Low Income Families", as defined below in 7(a) and required herein;

(b) They shall be reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Borrower's form lease;

(c) They shall give reasonable consideration to the housing needs of families that would have preference under 24 CFR Part 960.211 (Federal selection preferences for admission to public housing); and

(d) They shall provide for (i) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, and (ii) the prompt written notification to any related applicant of the grounds for any rejection.

Lender must approve any changes to these policies and criteria in writing. The Borrower shall also provide the Lender with an affirmative marketing plan acceptable to the Lender.

The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

6. Tenant Income Standards. During the term of this Affordable Housing Restriction the Project Properties shall be leased to at least two (2) families (as defined below) whose annual incomes are at or less than FIFTY PERCENT (50%) of the median income for the Area (as defined below) ("Very Low Income Families") based on family size as determined by the US Department of Housing and Urban Development ("HUD") and the remainder to Families whose annual incomes are at or less than EIGHTY PERCENT (80%) of the median income for the Area (as defined below). A "Family" is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The "Area" is defined as the Trenton-NJ PMSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).

7. Rental amount Limits. Rental amounts shall comply with the following:

a. The monthly rent charged for the Project Properties to be rented to families whose incomes are at or below fifty percent of median area income shall not be greater than thirty percent (30%) of the monthly gross income of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. The monthly rent charged for the Project Properties to be rented to families whose incomes are above fifty percent of median area income shall not be greater than the lesser of the Fair Market Rent for Mercer

County as established by HUD or thirty percent (30%) of the monthly gross income of a Family whose income equals sixty-five percent (65%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause the Borrower shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.

b. Borrower shall make the determination of whether a Family meets the income requirements set forth herein at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such Family.

8. Initial Proposed Rents. Prior to initial occupancy of a Project Property and annually thereafter as part of the annual reports required under Section 8 above, Borrower shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all units in the Project. The rent schedule shall include both the maximum rents applicable to units as described above as well as the actual rents to be charged to over-income Families. Such schedule shall be subject to the approval of Lender for compliance with the requirements of this Agreement.

9. Records and Reporting to Lender. Borrower shall maintain as part of its Project records copies of all leases of units in the Project and all initial and annual income certifications by tenants of the Project. Within 60 days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit at the Project. With respect to Families who move to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of the initial occupancy at the Project. The annual report shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.

10. Increases in Rental Amounts. Rents shall not be increased without the Lender's prior written approval of either (a) a specific request by Borrower for a rent increase or (b) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Borrower to all affected tenants.

11. Prohibited Lease Provisions. The Borrower shall not include in any lease for a unit in the Project any of the following provisions:

a. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.

b. Agreement by the tenant that the Borrower may take, hold, or sell personal

property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with New Jersey law.

c. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

d. Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.

e. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

f. Agreement by the tenant to waive any right to a trial by jury.

g. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

h. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

12. Project Lease Terms and Lease Terminations. All leases for units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and the Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except for (a) for serious or repeated violations of the terms and conditions of the lease; (b) violations of applicable federal, state or local law or (c) other good cause. Any termination or refusal to renew must be preceded by not less than 90 days by Borrower's service on the tenant of a written notice specifying the grounds for the action. Lender must be copied on any such notice for units relating to this restriction.

13. Transfer or Sale of Project Property. The Borrower may not sell, transfer or exchange all or any portion of the Project without the Lender's prior written consent. Any sale, transfer or change of title shall require either full payment of the outstanding obligation under the mortgage or such other requirements as the Lender may specify.

14. Demolition or Reduction of Project Property. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lender, which consent may be granted or withheld in the Lender's reasonable judgment. The Borrower shall not permit the use of any residential unit for any purpose other than rental housing.

15. Destruction or Damage of Project Property. If the Project, or any part thereof, shall be damaged or destroyed, the Borrower shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

16. Use of Project Property. Any use of the Project Property or activity thereon which is inconsistent with the express conditions or purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative Marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372). Lender and its duly authorized representatives shall have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction.

17. Enforcement of Restrictions. Lender shall have the right to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation, it being agreed that the Lender will have no adequate remedy at law, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises.

18. Notice of Restrictions. The Lender shall have the right to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction and the Borrower, on behalf of itself and its successors and assigns, appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agrees to execute any such instruments upon request.

19. Conditional Relief from Restrictions. Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the property in lieu of foreclosure, and provided that the holder of such mortgage (a) has given Lender not less than 60 days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure and (b) agrees to recognize any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability of the Project, then the rights

and restrictions herein contained shall not apply to such holder upon such acquisition of the Property or to any purchaser of the Property from such holder, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens, if any, have been settled not to exceed the outstanding balance of the HOME loan, at such time, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens have been settled, if any, not to exceed the outstanding balance of the HOME loan, at such time such Property shall, subject to the next two succeeding sentences, thereafter be free from all such rights and restrictions.

20. No Relief from Restrictions on Certain Transfers. The rights and restrictions contained herein shall not lapse if any portion of the Project Property is acquired through foreclosure or deed in lieu of foreclosure by (a) Borrower, (b) any person with a direct or indirect financial interest in Borrower, (c) any person related to a person described in "b" by blood, adoption or marriage, (d) any person who is or at any time was a business partner of a person described in "b" and (e) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if all or a portion of the Premises is acquired by a Related Party during the period in which this Affordable Housing Restriction would be in effect but for provisions providing for its termination, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.

21. In the event a person having the right to do so pursues a foreclosure or other proceeding enforcing its rights under a mortgage or other instrument and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Lender in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Lender pursuant to this Section in connection with such proceeding. In the event that such excess shall be so paid to the Lender, the Lender shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Lender in accordance herewith, provided that such holder shall give the prompt notice of any such claim and shall not object to intervention by the Lender in any proceeding relating thereto. To the extent the Borrower possesses any interest in any amount which would otherwise by payable to the Lender under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to said holder for payment to the Lender.

22. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lender:
County of Mercer
Housing and Community Development
640 South Broad Street, RM 420
Trenton, NJ 08650-0068

If to Borrower:
Homefront - TLC, Inc.
1880 Princeton Avenue
Lawrenceville, NJ 08648

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

23. Effective Date. The Borrower and the Lender intend that the restrictions arising hereunder took effect upon October 21, 2005.

24. Lender shall have the right to assign its interest in this Affordable Housing Restriction.

25. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender.

26. If any provision of this Affordable Housing Restriction shall be declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected.

In witness whereof and intending to be bound thereby, the Borrower has caused this agreement to be executed by its duly authorized agent on the date reported.

Homefront - TLC, Inc.

BY: _____ Date: 3-26-08
Celia Bernstein, Vice Chairperson

Attest:
_____ Date: 3-26-08

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: S.S.
COUNTY OF MERCER :

I certify that on this date **Celia Bernstein** personally came before me and acknowledged under oath, to my satisfaction, that:

(a) Homefront-TLC ~~Visitation Home~~, Inc. is named as the Borrower in this document (the "corporation");

(b) he/she, holds the position of **Vice Chairperson** of the corporation;

(c) the corporation has authorized the execution and delivery of this document in accordance with the terms and requirements of its charter and bylaws;

(d) he/she is authorized to execute and deliver this document for the corporation and

(e) he/she signed and delivered this document for and on behalf of the corporation as its voluntary act and deed for the uses and purposes therein expressed.

Signed and subscribed to before me.

Donna Baratta

Notary Signature

Date: 5-26-08

Donna Baratta
My Commission Expires
April 14 2010
Mercer County NJ
Notary Public

AMENDED AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES FOR HOMES BY TLC

THIS AGREEMENT made as of this 11th day of November, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and Homes by TLC, Inc., a nonprofit corporation of the State of New Jersey, having offices at 1880 Princeton Avenue, Lawrenceville, New Jersey 08648 ("Homes by TLC").

WITNESSETH:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 *N.J.* 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A.* 52:27D-301 *et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, the Township has also prepared a Spending Plan that, with the Fair Share Plan, is subject to court approval; and

WHEREAS, the Spending Plan includes an allocation of $387,385.00 to Homes by TLC to subsidize the purchase or renovation of properties at 1778, 1782, and 1786 Greenwood Avenue and 116 and 117 Moffatt Avenue ("the Properties") for the purpose of providing affordable housing; and

WHEREAS, Homes by TLC has previously developed twenty-four (24) units of special needs affordable housing in the Township at Project Home II (322 and 324 Connecticut Avenue), Project Home VI (87 Newkirk Avenue and 141 Francis Avenue) and Project Home IX (1782 and 1786 Greenwood Avenue); and

WHEREAS, the purchase and renovation of the Property will be modelled on Homes by TLC's successful Project Home buildings; and

WHEREAS, on July 9, 2012, Homes by TLC and the Township executed an Agreement for the purchase and renovation of the Properties; and

WHEREAS, it is necessary to amend such Agreement, and this Amended Agreement is the amendment thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

I. The parties agree that the Agreement for Construction of Affordable Housing Trust Fund Monies executed on July 9, 2012 is hereby terminated, and this Amended Agreement is substituted therefor.

II. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund in the amount of $387,385.00 to Homes by TLC for the purpose of purchasing and renovating existing properties for use as affordable housing. The allocation of the Monies shall be subject to the following allocation schedule:

A. Payment #1: 1782, 1786 Greenwood Avenue - $91,135.00

B. Payment #2: 1778 Greenwood Avenue - $111,250.00

C. Payment #3: 116 Moffatt Avenue - $80,000.00

D. Payment #4: 117 Moffatt Avenue - $105,000.00

Each payment shall be made at commencement of construction, but not later than the issuance of a certificate of occupancy for each project for which the payment is designated and upon receipt by the Township of an invoice submitted by Homes by TLC. Payments may be made in an order different from above depending on their sequence of construction and rehabilitation.

III. Homes by TLC agrees to use the Monies to purchase and/or renovate the following properties:

A. Project Home X – Renovations to a four (4) family unit affordable housing project located at 1778 Greenwood Avenue ($111,250.00).

B. Project Home XI – Renovations to a four (4) family unit affordable housing project located at 117 Moffatt Avenue ($105,000.00).

C. Project Home IV – Renovations to existing four (4) family unit affordable housing project located at 116 Moffatt Avenue ($80,000.00).

D. Project Home IX – Renovations to existing eight (8) family affordable housing project located at 1782 and 1786 Greenwood Avenue ($40,000.00).

E. Project Home X – Additional renovations to Project Home X and Project Home IX ($51,135.00).

IV. Homes by TLC shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* except as provided for herein and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Properties shall not be age restricted and shall be available only to low- and moderate-income households income individuals. Each unit shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property is subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a period of 30 years in accordance with deed restrictions previously recorded and are not required to be extended unless so ordered by the court.

V. Homes by TLC shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements.

VI. The Monies provided by the Township shall be returned to it by Homes by TLC, Inc. if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should Homes by TLC fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.

VII. Homes by TLC shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

VIII. The disbursements of the Monies by the Township to Homes by TLC shall be made in full upon the following:

A. Approval of the Township's Spending Plan or the disbursements set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;

B. The Township is convinced of the creditworthiness of each project; and

C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).

D. Homes by TLC's compliance with the terms of this Amended Agreement set forth in Section II.

IX. Miscellaneous

A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Homes by TLC and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

SIGNATURES APPEAR ON THE NEXT PAGE

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

Attest:

Eileen A. Gore, RMC, CMC

Date: 11/21/17

TOWNSHIP OF HAMILTON

Mayor Kelly A. Yaede

Attest:

Date: 11/16/17

Homes by TLC, Inc.

(Print Name and Title)
Celia Murphree Bernstein
Vice chairperson

Homes by TLC Amended Agreement 11 13 17

21. HomeFront VI – 141 Francis Avenue

Homes by TLC, Inc.
1880 Princeton Avenue
Lawrenceville, NJ 08648
609-989-9417 Fax 609-989-9423

August 28, 2018

HAMILTON		***# units***	**# of Bedrooms**	**Income Level**
322-330	*Connecticut*	*8*	all 2 bedrooms	5=VL; 3=L
40	*Francis*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	3=VL; 1=L
141	*Francis*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
1778	*Greenwood*	*4*	all 2 bedrooms	1=VL; 3=L
1782-86	*Greenwood*	*8*	all 2 bedrooms	4=V; 4=L
116	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
117	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
129	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	transitional = VL
141	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
87	*NewKirk*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L

VL=30% of Medium
L= 50% of Medium
M= 80% of Medium

Mercer County Clerk's Office

Return To:

HAMILTON TWP
2090 GREENWOOD AVE

TRENTON NJ 08609

Index DEEDS

Book 05781 Page 0070

No. Pages 0004

Instrument DEED-MUNICIPAL

Date : 12/27/2007

Time : 9:05:56

Control # 200712270038

INST# RD 2007 056232

HAMILTON TWP

HOMEFRONT-TLC

Employee ID DENAV

This is not a certified copy

RECORDING	$	3.00
DARM $3	$	3.00
NJPRPA	$	2.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
Total:	$	8.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

**********PLEASE NOTE**********
* DO NOT REMOVE THIS COVER SHEET - *
*IT CONTAINS ALL RECORDING INFORMATION *
****

Paula Sollami-Covello
Mercer County Clerk

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VOL5781 PG070

DDM 3p*8p chg 9

Prepared by:
Paul L. Apgar, Esq.

Deed Restriction

THIS DEED RESTRICTION, entered into as of this the 21st day of December, 2007, by and between the Township of Hamilton, a municipal corporation of the State of New Jersey with offices at 2090 Greenwood Avenue, Hamilton, NJ 08609 ("Township"), and Homefront-TLC, Inc. a New Jersey nonprofit corporation, having offices at 1880 Princeton Avenue, Lawrenceville, NJ 08648 the developer/sponsor ("Owner") of a residential low income rental project known as Project Home VI (the "Project"):

This is not a Certified Copy

WITNESSETH

Article 1. Consideration

In consideration of certain benefits from the Township regarding the Project including an affordable housing trust fund grant in the total amount of $226,800, receipt of which is hereby acknowledged, the Owner hereby agrees to be bound and abide by the covenants, terms and conditions set forth in this Deed restriction with respect to the land and improvements more specifically described in Article 2 hereof ("the Property")

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No 2028, Lot No 11, and known by the street address:

141 Francis Avenue (4 rental units)

The Property was acquired by the Owner through Deed dated October 26, 2006 from 141 Francis LLC, and was recorded with the Mercer County Clerk on November 16, 2006 in Deed Book No 05515 at Page No 0250

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each separate dwelling unit. The Control Period shall commence upon the earlier of the date of this Deed Restriction or the date on which the first certified household occupies the unit, and shall expire as determined under the Uniform Controls, as defined below

In accordance with N J A.C. 5:80-26.11, each separate restricted unit shall remain subject to the requirements of this Deed until the Township elects to release the unit from such requirements Prior to

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such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least thirty (30) years; provided, however, that any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction, or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1, *et seq*) (the "Uniform Controls").

B The Property and each unit therein shall be used solely for the purpose of providing rental dwelling units for low income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing. So long as any dwelling unit remains within its Control Period, sale of the Property shall be expressly subject to these Deed Restrictions. Any subsequent deeds of conveyance of the property must have this Deed Restriction appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Township's Municipal Housing Liaison

C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Township's Municipal Housing Liaison.

D. The Owner shall notify the Township's Municipal Housing Liaison of any foreclosure actions filed with respect to the Property within five (5) business days of service of same upon the Owner.

E. The Owner shall notify the Township's Municipal Housing Liaison within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner

F The Property will serve the Special Needs population of low income families.

Article 4 Remedies for Breach of Affordable Housing Covenants

The Owner recognizes and acknowledges that any breach of the Covenants herein shall cause irreparable harm to the Township's Municipal Housing Liaison, the Township and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest or other owner of the Property, the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Owner, or any successor in interest or other owner of the Property, the Township shall have all remedies provided at law or equity, including, but not limited to, forfeiture; foreclosure; acceleration of all sums due under any mortgage; recouping of any funds from a sale in violation of the Covenants contained herein, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, any remedies provided under New Jersey Administrative Code, and specific performance.

Document is NOT Certified Copy

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction as of the date first above written.

Witness

Jean Chianese, RMC

TOWNSHIP OF HAMILTON

BY _____

Glen D. Gilmore
Mayor

Witness

HOMEFRONT-TLC, INC.

BY _____

Connie Mercer
Vice Chairperson

ACKNOWLEDGEMENTS

On this the 21st day of December, 2007 before me came Glen D. Gilmore known by me to be Mayor of Hamilton Township, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Deed on behalf of said Municipality, and that (s)he has so executed the foregoing Deed for the purposes stated therein.

_____
NOTARY PUBLIC

JOAN A. HOFMANN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/12/2008

On this the 20 day of December, 2007 before me came Connie Mercer, known to me to be Vice Chairperson of Homefront-TLC, Inc., the Owner of the Property, who states that she is duly authorized to execute said Deed on behalf of the Owner and that she has signed said Deed for the purposes stated therein

_____
NOTARY PUBLIC

Donna Baratta
My Commission Expires
April 14 2010
Mercer County NJ
Notary Public

Record and Return
Township of Hamilton
Department of Law
2090 Greenwood Avenue
Hamilton, NJ 08609

This is a Recorded Copy

VOL5781 PG073

END OF DOCUMENT

Mercer County Clerk's Office

Return To:

HAMILTON TWP
2090 GREENWOOD AVE

TRENTON NJ 08609

Index DEEDS

Book 05781 Page 0070

No. Pages 0004

Instrument DEED-MUNICIPAL

Date : 12/27/2007

Time : 9:05:56

Control # 200712270038

INST# RD 2007 056232

HAMILTON TWP

HOMEFRONT-TLC

Employee ID DENAV

This is not a certified copy

RECORDING	$	3.00
DARM $3	$	3.00
NJPRPA	$	2.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
Total:	$	8.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

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Paula Sollami-Covello
Mercer County Clerk

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VOL5781 PG070

22. HomeFront VI – 87 Newkirk Avenue

Homes by TLC, Inc.
1880 Princeton Avenue
Lawrenceville, NJ 08648
609-989-9417 Fax 609-989-9423

August 28, 2018

HAMILTON		***# units***	**# of Bedrooms**	**Income Level**
322-330	*Connecticut*	*8*	all 2 bedrooms	5=VL; 3=L
40	*Francis*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	3=VL; 1=L
141	*Francis*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
1778	*Greenwood*	*4*	all 2 bedrooms	1=VL; 3=L
1782-86	*Greenwood*	*8*	all 2 bedrooms	4=V; 4=L
116	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
117	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
129	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	transitional = VL
141	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
87	*NewKirk*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L

VL=30% of Medium
L= 50% of Medium
M= 80% of Medium

Hamilton Township Department of Law

2090 Greenwood Avenue, P.O. Box 00150, Hamilton, New Jersey 08650-0150

Telefax: 609-890-3522
Telephone:609-890-3882

Paul R. Adezio, Esquire, Director
Joshua L. Markowitz, Esquire
Assistant Township Attorney

December 24, 2007

Paula Sollami Covello, Mercer County Clerk
Mercer County Court House
P.O. Box 8068
Trenton, New Jersey 08650-8068

Re: Deed Restrictions
Various Properties

Dear Madam:

Enclosed please find original Deed Restrictions for the following properties:

* 40 Francis Avenue
Block 2020, Lot 49, Hamilton Township

* 116 Moffat Avenue
Block 2028, Lot 22, Hamilton Township,

* 87 Newkirk Avenue
Block 2022, Lot 19, Hamilton Township

* 141 Francis Avenue
Block 2028, Lot 11, Hamilton Township.

Please record the instruments in the appropriate book and return a conformed copy in the envelope provided. N.J.S.A. 40:48-2.7. Please charge the recording fees to the Township's account with your office (**Municipal Clerk #9**).

Please call me with any questions. Best wishes for a happy holiday season.

Yours truly,

Paul R. Adezio, Esquire
Director, Department of Law

PRA:jah

enclosure

cc: Jean Chianese, RMC (w/o encl.)
CGP&H (w/o encl.)
Allen W. Schectel, Superintendent, Division of Planning (w/o encl.)
Homefront TLC, Inc. (w/o encl.)

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THIS AFFORDABLE HOUSING TRUST FUND GRANT AGREEMENT, (hereinafter "Grant Agreement") made as of this 21st of December, 2007, by and between Homefront TLC, Inc., a New Jersey non-profit corporation having offices at 1880 Princeton Avenue, Lawrenceville, (hereinafter "Grantee") and the Township of Hamilton, a Municipal Corporation of the State of New Jersey with offices at 2090 Greenwood Avenue, Hamilton, Mercer County, New Jersey (hereinafter "Township").

WITNESSETH:

WHEREAS, the Grantee has requested a grant from the Township's Affordable Housing Trust Fund in the amount of $226,800.00 for the purchase and rehabilitation of the special needs housing project, Project Home VI, located at 87 Newkirk Avenue (four units) and 141 Francis Avenue (four units), (hereinafter called "Project Home VI" or the "Project;"); and

WHEREAS, Project Home VI will serve the special needs population of low income families; and

WHEREAS, the Township has agreed to such grant under the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

Section 1: Affordable Housing Trust Fund Grant

1. Pursuant to Town Council Resolution 06-364 and COAH Resolution No. 07-1928, the Township hereby agrees to provide to the Grantee a grant from the Township's Affordable Housing Trust Fund, in the total amount of $226,800.00 (Exhibit A).
2. Said funds shall be provided by the Township to the Grantee for the express purpose of the purchase and/or rehabilitation of the units in the Project in order to render all of the units therein affordable to eligible low income households. The units in the Project shall be deed restricted for a minimum of thirty (30) years.
3. The full grant amount shall be dispersed to the Grantee upon the execution of this Agreement.

Section 2: Affordability Controls

1. All eight of the units at Project Home VI will be preserved as affordable units as defined by the New Jersey Council on Affordable Housing (COAH). Notwithstanding, the foregoing, the Grantee may increase rents on the Project units on a yearly basis as permitted by COAH.
2. The Grantee will ensure a continuation of affordability controls so as to come under and be in conformance with the regulations and requirements promulgated by COAH for a period of thirty (30) years beginning at the time the Grantee takes title to the property. No tenant's individual rent shall be increased unless said increase is in strict accordance with guidelines promulgated by COAH.

Section 3: Maintenance

The Grantee shall at all times prior to the expiration or termination of this Grant Agreement maintain and care for the Project in accordance with COAH standards and any and all applicable Municipal Ordinances.

Section 4: Sale/Termination of the Project

1. It is understood and agreed that the Township, on written application by the Grantee, will not unreasonably withhold its consent to a sale of the Project (87 Newkirk Avenue and 141 Francis Avenue) and the transfer of obligations contained in this Grant Agreement to another Entity eligible to operate the Project pursuant to all applicable laws, provided that (i) the Grantee is not in default regarding any performance required of it hereunder and (ii) the Grantee's obligations under this Grant Agreement are fully assumed by the transferee.
2. In the event that the Project no longer qualifies for COAH credit, for any reason, including the Project has been terminated or a prospective transfer cannot be effectuated to an entity eligible to operate the Project, all grant funds received by the Grantee pursuant to this Grant Agreement shall be promptly returned to the Township, upon timely notice and demand.

Section 5: Dispute Resolution

In the event of a breach or violation of this Grant Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey, venued in Mercer County, through an appropriate proceeding to settle and resolve said dispute. Each party shall be responsible for its own legal fees and cost incurred in any such proceeding.

Section 6: Indemnification

It is understood and agreed that in the event the Township shall be named as a party defendant in any action brought against the Grantee by reason of any of the provisions of this Grant Agreement or any breach, default or violation thereof, the Grantee shall indemnify and hold the Township harmless, and the Grantee agrees to defend said action at its own expense. However, the Township maintains the right to intervene as a party thereto, to which intervention the Grantee consents, the expense thereof to be borne by the Township.

Section 7: Violations

All of the remedies provided in this Grant Agreement to the Township, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision contained within this Grant Agreement shall deprive the Township of any of its rights and remedies in accordance with law or actions against the Grantee because of its failure to comply with any provisions hereof.

Section 8: Waiver

Nothing contained herein or otherwise shall constitute a waiver or relinquishment by the Township of any rights and remedies, including, without limitation, the right to terminate this Grant Agreement for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the Township has under law, in equity, or under any provision of this Grant Agreement.

Section 9: Notice

Any notice required hereunder to be sent by either party to the other shall be sent by certified mail or registered mail, return receipt requested, and first class mail, addressed as follows:

if to the Township:

2090 Greenwood Avenue
PO Box 0150
Hamilton, NJ 06650-0150
Attn: Allen Schectel, Superintendent of Planning

if to the Grantee:

Homefront – TLC, Inc.
1880 Princeton Avenue
Lawrenceville, NJ 08648
Attn: Celia Muphree Bernstein, Director of Operations/CFO

Section 10: Severability

If any of the terms, covenants or conditions of this Grant Agreement shall be held invalid or unenforceable, the remainder of this Grant Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Grant Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 11: Miscellaneous

1. This Grant Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.
2. There have been no oral representations made by either of the parties hereto which are not contained in this Grant Agreement. This Grant Agreement and the grant application constitute the entire Grant Agreement between the parties and there shall be no modifications thereto other than by a written instrument executed by both parties and delivered to each other.

IN WITNESS WHEROF, the parties have caused these presents to be executed as of the day and year first above written

Witness

Jean Chianese, RMC

TOWNSHIP OF HAMILTON

BY _____

Glen D. Gilmore
Mayor

Witness

HOMEFRONT-TLC, INC.

BY _____

Connie Mercer
Vice Chairperson

ACKNOWLEDGEMENTS

On this the 21st day of December, 2007 before me came Glen D. Gilmore known and by me to be the Mayor of Hamilton Township, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Grant Agreement on behalf of said Municipality, and that (s)he has executed the foregoing Grant Agreement for the purposes stated therein.

_____
NOTARY PUBLIC

JOAN A. HOFMANN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/12/2008

On this the 20 day of December, 2007 before me came Connie Mercer, known by me to be the Vice Chairperson of Homefront-TLC, Inc., the Grantee identified as such in the foregoing Grant Agreement, who states that (s)he is duly authorized to execute said Grant Agreement on behalf of the Grantee has executed the forgoing Grant Agreement on behalf of said Grantee for the purposes stated therein.

_____
NOTARY PUBLIC

Donna Baratta
My Commission Expires
April 14 2010
Mercer County NJ
Notary Public

DDM 3p+8p Chg 9

Prepared by:

Deed Restriction

THIS DEED RESTRICTION, entered into as of this the 21st day of December, 2007, by and between the Township of Hamilton, a municipal corporation of the State of New Jersey with offices at 2090 Greenwood Avenue, Hamilton, NJ 08609 ("Township"), and Homefront-TLC, Inc a New Jersey nonprofit corporation having offices at 1880 Princeton Avenue, Lawrenceville, NJ 08648 the developer/sponsor ("Owner") of a residential low income rental project known as Project Home VI (the "Project"):

This is not a Certified Copy

WITNESSETH

Article 1 Consideration

In consideration of certain benefits from the Township regarding the Project including an affordable housing trust fund grant in the total amount of $226,800, receipt of which is hereby acknowledged, the Owner hereby agrees to be bound and abide by the covenants, terms and conditions set forth in this Deed restriction with respect to the land and improvements more specifically described in Article 2 hereof ("the Property")

Article 2 Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2022, Lot No 19, and known by the street address

87 Newkirk Avenue (4 rental units)

The Property was acquired by the Owner through Deed dated February 20, 2007 from 230 Klagg LLC, and was recorded with the Mercer County Clerk on February 26, 2007 in Deed Book No. 05581 at Page No.0019.

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each separate dwelling unit. The Control Period shall commence upon the earlier of the date of this Deed Restriction or the date on which the first certified household occupies the unit, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N J A.C. 5.80-26.11, each separate restricted unit shall remain subject to the requirements of this Deed until the Township elects to release the unit from such requirements Prior to

VOL5781 PG067

such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least thirty (30) years, provided, however, that any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction, or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1, *et seq*) (the "Uniform Controls").

B. The Property and each unit therein shall be used solely for the purpose of providing rental dwelling units for low income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing. So long as any dwelling unit remains within its Control Period, sale of the Property shall be expressly subject to these Deed Restrictions. Any subsequent deeds of conveyance of the property must have this Deed Restriction appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Township's Municipal Housing Liaison.

C No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Township's Municipal Housing Liaison.

D. The Owner shall notify the Township's Municipal Housing Liaison of any foreclosure actions filed with respect to the Property within five (5) business days of service of same upon the Owner

E. The Owner shall notify the Township's Municipal Housing Liaison within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

F. The Property will serve the Special Needs population of low income families.

Article 4. Remedies for Breach of Affordable Housing Covenants

The Owner recognizes and acknowledges that any breach of the Covenants herein shall cause irreparable harm to the Township's Municipal Housing Liaison, the Township and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest or other owner of the Property, the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance

B Upon the occurrence of a breach of any Covenants by the Owner, or any successor in interest or other owner of the Property, the Township shall have all remedies provided at law or equity including, but not limited to· forfeiture, foreclosure; acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants contained herein; diverting of rent proceeds from illegal rentals; injunctive relief to prevent further violation of said Covenants; entry on the premises; any remedies provided under New Jersey Administrative Code; and specific performance.

Exempt from Realty Transfer Fee
Certified True Copy

VOL5781 PG068

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction as of the date first above written.

Witness

Jean Chianese, RMC

TOWNSHIP OF HAMILTON

BY _____

Glen D. Gilmore
Mayor

Witness

HOMEFRONT-TLC, INC.

BY _____

Connie Mercer
Vice Chairperson

ACKNOWLEDGEMENTS

On this the 21st day of December, 2007 before me came Glen D Gilmore known by me to be Mayor of Hamilton Township, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Deed on behalf of said Municipality, and that (s)he has so executed the foregoing Deed for the purposes stated therein

_____
NOTARY PUBLIC

JOAN A. HOFMANN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/12/2008

On this the 20 day of December, 2007 before me came Connie Mercer, known to me to be Vice Chairperson of Homefront-TLC, Inc., the Owner of the Property, who states that she is duly authorized to execute said Deed on behalf of the Owner and that she has signed said Deed for the purposes stated therein

_____
NOTARY PUBLIC

Donna Baratta
My Commission Expires
April 14 2010
Mercer County NJ
Notary Public

Record and Return
Township of Hamilton
Department of Law
2090 Greenwood Avenue
Hamilton, NJ 08609

This is to Certify that this is a true and certified copy

VOL5781 PG069

END OF DOCUMENT

MERCER COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM
AFFORDABLE HOUSING DEED RESTRICTION

LENDER:	COUNTY OF MERCER, a municipal corporation of the State of New Jersey, having its principal offices located at the McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08650-0068.
BORROWER/OWNER:	Homefront - TLC, Inc., a New Jersey nonprofit corporation, whose address is located at 1880 Princeton Avenue Lawrenceville, NJ 08648.
PROJECT PROPERTY:	Hamilton Township, Mercer County, New Jersey **Block 2022, Lot 19** (87 Newkirk Avenue).
PROJECT:	Acquisition/rehabilitation of four (4) affordable rental housing units for persons with or without developmental disabilities.
Grant:	Grant - **$282,862.00**

WHEREAS, the above named Lender has entered into a HOME Investment Partnership Agreement pursuant to Title II of the National Affordable Housing Act with United States Department of Housing and Urban Development (hereafter), "HUD", by which HUD provides funding for eligible projects; and

WHEREAS, the Lender has been designated to implement a HOME Investment Partnerships Program (hereafter referred to as the "HOME Program") in accordance with applicable regulations, including 24 CFR Part 92; and

WHEREAS, the Borrower has requested funding to undertake the above described Project; and

WHEREAS, the proposed Project is eligible for funding if carried out pursuant to HUD's rules and regulations; and

WHEREAS, the HOME Program requires eligible project properties be subject to a deed restriction, reflecting that said properties are for the purpose of providing housing for families of certain income levels as established by HUD; and

WHEREAS, Borrower has agreed to comply with this condition by signing and delivering this document; now, therefore, in consideration of the foregoing and the terms and conditions contained herein, the above-named Borrower/Owner grants to the above-named Lender, its successors and assigns the rights stated in this document on the above-described Project Property ("Premises"), which Property is described in Exhibit A attached hereto, for the purpose of ensuring retention of affordable rental housing for occupancy by low and very low-income persons and families.

1. Purpose. The purpose of this Affordable Housing Restriction is to assure that low and very low-income households will retain the Premises as affordable housing for occupancy.

2. Nature and Term of Covenants. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (a) shall be and are covenants running with the land, encumbering the Premises for a term of twenty-five (25) years from the date of execution hereof; (b) are binding upon the Borrower's successors in title and all subsequent owners of the Premises, (c) are not merely personal covenants of the Borrower, and (d) shall bind the Borrower and its successors and assigns and the benefits shall inure to the Lender and to any present or prospective tenant of the Premises. The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable rental housing, which assistance includes a loan from the Lender under the HOME Investments Partnership Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.

3. Notice of Covenants. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction. The covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof actually provides that such conveyance is subject to this Affordable Housing Restriction.

4. Unit Standards. The Premises shall be used for four (4) units of rental housing, as described above. Each Project Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Project Property shall meet the housing quality standards set forth in the regulations of the HOME Investment Partnership Program at 24 CFR Part 92, Section 92.251 or any successor thereto.

5. Discrimination Prohibited. The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to a holder of a certificate of family participation under the Federal Rental Certificate Program (24 CFR Part 882) or a rental voucher under the Federal Rental Voucher Program (24 CFR Part 887) or a holder of a comparable document evidencing participation in a HOME Program, tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based assistance document.

5.1. Nondiscrimination Policies. The Borrower shall adopt and submit resident selection policies and criteria to Lender and Lender shall have the right of approval thereof. Said policies and criteria shall comply with the following requirements:

(a) They shall be consistent with the purpose of providing housing for "Low Income Families" and "Very Low Income Families", as defined below in 7(a) and required herein;

(b) They shall be reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Borrower's form lease;

(c) They shall give reasonable consideration to the housing needs of families that would have preference under 24 CFR Part 960.211 (Federal selection preferences for admission to public housing); and

(d) They shall provide for (i) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, and (ii) the prompt written notification to any related applicant of the grounds for any rejection.

Lender must approve any changes to these policies and criteria in writing. The Borrower shall also provide the Lender with an affirmative marketing plan acceptable to the Lender.

The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

6. Tenant Income Standards. During the term of this Affordable Housing Restriction the Project Properties shall be leased to at least two (2) families (as defined below) whose annual incomes are at or less than FIFTY PERCENT (50%) of the median income for the Area (as defined below) ("Very Low Income Families") based on family size as determined by the US Department of Housing and Urban Development ("HUD") and the remainder to Families whose annual incomes are at or less than EIGHTY PERCENT (80%) of the median income for the Area (as defined below). A "Family" is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The "Area" is defined as the Trenton-NJ PMSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).

7. Rental amount Limits. Rental amounts shall comply with the following:

a. The monthly rent charged for the Project Properties to be rented to families whose incomes are at or below fifty percent of median area income shall not be greater than thirty percent (30%) of the monthly gross income of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. The monthly rent charged for the Project Properties to be rented to families whose incomes are above fifty percent of median area income shall not be greater than the lesser of the Fair Market Rent for Mercer

County as established by HUD or thirty percent (30%) of the monthly gross income of a Family whose income equals sixty-five percent (65%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause the Borrower shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.

b. Borrower shall make the determination of whether a Family meets the income requirements set forth herein at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such Family.

8. Initial Proposed Rents. Prior to initial occupancy of a Project Property and annually thereafter as part of the annual reports required under Section 8 above, Borrower shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all units in the Project. The rent schedule shall include both the maximum rents applicable to units as described above as well as the actual rents to be charged to over-income Families. Such schedule shall be subject to the approval of Lender for compliance with the requirements of this Agreement.

9. Records and Reporting to Lender. Borrower shall maintain as part of its Project records copies of all leases of units in the Project and all initial and annual income certifications by tenants of the Project. Within 60 days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit at the Project. With respect to Families who move to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of the initial occupancy at the Project. The annual report shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.

10. Increases in Rental Amounts. Rents shall not be increased without the Lender's prior written approval of either (a) a specific request by Borrower for a rent increase or (b) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Borrower to all affected tenants.

11. Prohibited Lease Provisions. The Borrower shall not include in any lease for a unit in the Project any of the following provisions:

a. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.

b. Agreement by the tenant that the Borrower may take, hold, or sell personal

property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with New Jersey law.

c. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

d. Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.

e. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

f. Agreement by the tenant to waive any right to a trial by jury.

g. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

h. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

12. Project Lease Terms and Lease Terminations. All leases for units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and the Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except for (a) for serious or repeated violations of the terms and conditions of the lease; (b) violations of applicable federal, state or local law or (c) other good cause. Any termination or refusal to renew must be preceded by not less than 90 days by Borrower's service on the tenant of a written notice specifying the grounds for the action. Lender must be copied on any such notice for units relating to this restriction.

13. Transfer or Sale of Project Property. The Borrower may not sell, transfer or exchange all or any portion of the Project without the Lender's prior written consent. Any sale, transfer or change of title shall require either full payment of the outstanding obligation under the mortgage or such other requirements as the Lender may specify.

14. Demolition or Reduction of Project Property. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lender, which consent may be granted or withheld in the Lender's reasonable judgment. The Borrower shall not permit the use of any residential unit for any purpose other than rental housing.

15. Destruction or Damage of Project Property. If the Project, or any part thereof, shall be damaged or destroyed, the Borrower shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

16. Use of Project Property. Any use of the Project Property or activity thereon which is inconsistent with the express conditions or purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative Marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372). Lender and its duly authorized representatives shall have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction.

17. Enforcement of Restrictions. Lender shall have the right to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation, it being agreed that the Lender will have no adequate remedy at law, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises.

18. Notice of Restrictions. The Lender shall have the right to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction and the Borrower, on behalf of itself and its successors and assigns, appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agrees to execute any such instruments upon request.

19. Conditional Relief from Restrictions. Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the property in lieu of foreclosure, and provided that the holder of such mortgage (a) has given Lender not less than 60 days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure and (b) agrees to recognize any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability of the Project, then the rights

and restrictions herein contained shall not apply to such holder upon such acquisition of the Property or to any purchaser of the Property from such holder, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens, if any, have been settled not to exceed the outstanding balance of the HOME loan, at such time, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens have been settled, if any, not to exceed the outstanding balance of the HOME loan, at such time such Property shall, subject to the next two succeeding sentences, thereafter be free from all such rights and restrictions.

20. No Relief from Restrictions on Certain Transfers. The rights and restrictions contained herein shall not lapse if any portion of the Project Property is acquired through foreclosure or deed in lieu of foreclosure by (a) Borrower, (b) any person with a direct or indirect financial interest in Borrower, (c) any person related to a person described in "b" by blood, adoption or marriage, (d) any person who is or at any time was a business partner of a person described in "b" and (e) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if all or a portion of the Premises is acquired by a Related Party during the period in which this Affordable Housing Restriction would be in effect but for provisions providing for its termination, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.

21. In the event a person having the right to do so pursues a foreclosure or other proceeding enforcing its rights under a mortgage or other instrument and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Lender in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Lender pursuant to this Section in connection with such proceeding. In the event that such excess shall be so paid to the Lender, the Lender shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Lender in accordance herewith, provided that such holder shall give the prompt notice of any such claim and shall not object to intervention by the Lender in any proceeding relating thereto. To the extent the Borrower possesses any interest in any amount which would otherwise by payable to the Lender under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to said holder for payment to the Lender.

22. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lender:
County of Mercer
Housing and Community Development
640 South Broad Street, RM 420
Trenton, NJ 08650-0068

If to Borrower:
Homefront - TLC, Inc.
1880 Princeton Avenue
Lawrenceville, NJ 08648

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

23. Effective Date. The Borrower and the Lender intend that the restrictions arising hereunder take effect upon the date hereof.

24. Lender shall have the right to assign its interest in this Affordable Housing Restriction.

25. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender.

26. If any provision of this Affordable Housing Restriction shall be declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected.

In witness whereof and intending to be bound thereby, the Borrower has caused this agreement to be executed by its duly authorized agent on the date reported.

Homefront - TLC, Inc.

BY: _____ Date: February 21, 2007
Celia Murphree Bernstein, Vice Chairperson

Witness:

_____ Date: February 21, 2007
Daniel L. Haggerty

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: S.S.
COUNTY OF MERCER :

I certify that on this date **Celia Murphree Bernstein** personally came before me and acknowledged under oath, to my satisfaction, that:

(a) Homefront - TLC, Inc. Inc. is named as the Borrower in this document (the "corporation");

(b) he/she, holds the position of **Vice Chairperson** of the corporation;

(c) the corporation has authorized the execution and delivery of this document in accordance with the terms and requirements of its charter and bylaws;

(d) he/she is authorized to execute and deliver this document for the corporation and

(e) he/she signed and delivered this document for and on behalf of the corporation as its voluntary act and deed for the uses and purposes therein expressed.

Signed and subscribed to before me.

Date: February 21, 2007

Daniel L. Haggerty
Attorney-at-Law of New Jersey

23. HomeFront IX – 1782 & 1786 Greenwood Avenue

Homes by TLC, Inc.
1880 Princeton Avenue
Lawrenceville, NJ 08648
609-989-9417 Fax 609-989-9423

August 28, 2018

HAMILTON		***# units***	**# of Bedrooms**	**Income Level**
322-330	*Connecticut*	*8*	all 2 bedrooms	5=VL; 3=L
40	*Francis*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	3=VL; 1=L
141	*Francis*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
1778	*Greenwood*	*4*	all 2 bedrooms	1=VL; 3=L
1782-86	*Greenwood*	*8*	all 2 bedrooms	4=V; 4=L
116	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
117	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
129	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	transitional = VL
141	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
87	*NewKirk*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L

VL=30% of Medium
L= 50% of Medium
M= 80% of Medium

AMENDED AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES FOR HOMES BY TLC

THIS AGREEMENT made as of this 11th day of November, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and Homes by TLC, Inc., a nonprofit corporation of the State of New Jersey, having offices at 1880 Princeton Avenue, Lawrenceville, New Jersey 08648 ("Homes by TLC").

W I T N E S S E T H:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 *N.J.* 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A.* 52:27D-301 *et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, the Township has also prepared a Spending Plan that, with the Fair Share Plan, is subject to court approval; and

WHEREAS, the Spending Plan includes an allocation of $387,385.00 to Homes by TLC to subsidize the purchase or renovation of properties at 1778, 1782, and 1786 Greenwood Avenue and 116 and 117 Moffatt Avenue ("the Properties") for the purpose of providing affordable housing; and

WHEREAS, Homes by TLC has previously developed twenty-four (24) units of special needs affordable housing in the Township at Project Home II (322 and 324 Connecticut Avenue), Project Home VI (87 Newkirk Avenue and 141 Francis Avenue) and Project Home IX (1782 and 1786 Greenwood Avenue); and

WHEREAS, the purchase and renovation of the Property will be modelled on Homes by TLC's successful Project Home buildings; and

WHEREAS, on July 9, 2012, Homes by TLC and the Township executed an Agreement for the purchase and renovation of the Properties; and

WHEREAS, it is necessary to amend such Agreement, and this Amended Agreement is the amendment thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

I. The parties agree that the Agreement for Construction of Affordable Housing Trust Fund Monies executed on July 9, 2012 is hereby terminated, and this Amended Agreement is substituted therefor.

II. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund in the amount of $387,385.00 to Homes by TLC for the purpose of purchasing and renovating existing properties for use as affordable housing. The allocation of the Monies shall be subject to the following allocation schedule:

A. Payment #1: 1782, 1786 Greenwood Avenue - $91,135.00

B. Payment #2: 1778 Greenwood Avenue - $111,250.00

C. Payment #3: 116 Moffatt Avenue - $80,000.00

D. Payment #4: 117 Moffatt Avenue - $105,000.00

Each payment shall be made at commencement of construction, but not later than the issuance of a certificate of occupancy for each project for which the payment is designated and upon receipt by the Township of an invoice submitted by Homes by TLC. Payments may be made in an order different from above depending on their sequence of construction and rehabilitation.

III. Homes by TLC agrees to use the Monies to purchase and/or renovate the following properties:

A. Project Home X – Renovations to a four (4) family unit affordable housing project located at 1778 Greenwood Avenue ($111,250.00).

B. Project Home XI – Renovations to a four (4) family unit affordable housing project located at 117 Moffatt Avenue ($105,000.00).

C. Project Home IV – Renovations to existing four (4) family unit affordable housing project located at 116 Moffatt Avenue ($80,000.00).

D. Project Home IX – Renovations to existing eight (8) family affordable housing project located at 1782 and 1786 Greenwood Avenue ($40,000.00).

E. Project Home X – Additional renovations to Project Home X and Project Home IX ($51,135.00).

IV. Homes by TLC shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* except as provided for herein and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Properties shall not be age restricted and shall be available only to low- and moderate-income households income individuals. Each unit shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property is subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a period of 30 years in accordance with deed restrictions previously recorded and are not required to be extended unless so ordered by the court.

V. Homes by TLC shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements.

VI. The Monies provided by the Township shall be returned to it by Homes by TLC, Inc. if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should Homes by TLC fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.

VII. Homes by TLC shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

VIII. The disbursements of the Monies by the Township to Homes by TLC shall be made in full upon the following:

A. Approval of the Township's Spending Plan or the disbursements set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;

B. The Township is convinced of the creditworthiness of each project; and

C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).

D. Homes by TLC's compliance with the terms of this Amended Agreement set forth in Section II.

IX. Miscellaneous

A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Homes by TLC and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

SIGNATURES APPEAR ON THE NEXT PAGE

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

Attest:

Eileen A. Gore, RMC, CMC

Date: 11/21/17

TOWNSHIP OF HAMILTON

Mayor Kelly A. Yaede

Attest:

Date: 11/16/17

Homes by TLC, Inc.

(Print Name and Title)
Celia Murphree Bernstein
Vice chairperson

Homes by TLC Amended Agreement 11 13 17

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL OF THE WITHIN DOCUMENT.

MERCER COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM
AFFORDABLE HOUSING DEED RESTRICTION

LENDER:	COUNTY OF MERCER, a municipal corporation of the State of New Jersey, having its principal offices located at the McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08650-0068.
BORROWER/OWNER:	Homefront - TLC, Inc, a 501 (c) (3) nonprofit corporation organized under the laws of the State of New Jersey, and a Community Housing Development Organization (CHDO) pursuant to HUD designation and having an address located at 1880 Princeton Avenue, Lawrenceville, New Jersey 08648.
PROJECT PROPERTY:	Hamilton Township, Mercer County, New Jersey Block 1745, Lots 4 & 5 (1782 Greenwood Avenue and 1786 Greenwood Ave, Hamilton Township, Mercer County, New Jersey 08609).
PROJECT:	Acquisition and Rehabilitation of eight (8) affordable rental housing units for persons who may be homeless.
LOAN:	**$635,000.00**
LOAN TERM/ AFFORDABILITY PERIOD:	Thirty (30) year, measured from the date of Borrower's execution of the Note and Mortgage (distribution of HOME funds).
REPAYMENT:	Deferred for Affordability Period (30 years).
INTEREST AMOUNT:	Zero

WHEREAS, the above named Lender has entered into a HOME Investment Partnership Agreement pursuant to Title II of the National Affordable Housing Act with United States Department of Housing and Urban Development (hereafter), "HUD", by which HUD provides funding for eligible projects; and

WHEREAS, the Lender has been designated to implement a HOME Investment Partnerships Program (hereafter referred to as the "HOME Program") in accordance with applicable regulations, including 24 CFR Part 92; and

WHEREAS, the Borrower has requested funding to undertake the above described Project; and

WHEREAS, the proposed Project is eligible for funding if carried out pursuant to HUD's rules and regulations; and

WHEREAS, the HOME Program requires eligible project properties be subject to a deed

restriction, reflecting that said properties are for the purpose of providing housing for families of certain income levels as established by HUD; and

WHEREAS, Borrower has agreed to comply with this condition by signing and delivering this document; now, therefore, in consideration of the foregoing and the terms and conditions contained herein, the above-named Borrower/Owner grants to the above-named Lender, its successors and assigns the rights stated in this document on the above-described Project Property ("Premises"), which Property is described in Exhibit A attached hereto, for the purpose of ensuring retention of affordable rental housing for occupancy by low and very low-income persons and families.

1. Purpose. The purpose of this Affordable Housing Restriction is to assure that low and very low-income households will retain the Premises as affordable housing for occupancy.

2. Nature and Term of Covenants. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (a) shall be and are covenants running with the land, encumbering the Premises for a term of thirty (30) years from the date of execution hereof; (b) are binding upon the Borrower's successors in title and all subsequent owners of the Premises, (c) are not merely personal covenants of the Borrower, and (d) shall bind the Borrower and its successors and assigns and the benefits shall inure to the Lender and to any present or prospective tenant of the Premises. The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable rental housing, which assistance includes a loan from the Lender under the HOME Investments Partnership Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.

3. Notice of Covenants. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction. The covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof actually provides that such conveyance is subject to this Affordable Housing Restriction.

4. Unit Standards. The Premises shall be used for eight (8) units of rental housing four (4) of which units shall be situated in the building located at 1782 Greenwood Avenue and the remaining four (4) of which units shall be situated in the building located at 1786 Greenwood Avenue), as described above. Each Project Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Project Unit shall meet the housing quality standards set forth in the regulations of the HOME Investment Partnership Program at 24 CFR Part 92, Section 92.251 or any successor thereto.

5. Discrimination Prohibited. The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to a holder of a

certificate of family participation under the Federal Rental Certificate Program (24 CFR Part 882) or a rental voucher under the Federal Rental Voucher Program (24 CFR Part 887) or a holder of a comparable document evidencing participation in a HOME Program, tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based assistance document.

5.1. Nondiscrimination Policies. The Borrower shall adopt and submit resident selection policies and criteria to Lender and Lender shall have the right of approval thereof. Said policies and criteria shall comply with the following requirements:

(a) They shall be consistent with the purpose of providing housing for "Low Income Families" and "Very Low Income Families", as defined below in 7(a) and required herein;

(b) They shall be reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Borrower's form lease;

(c) They shall give reasonable consideration to the housing needs of families that would have preference under 24 CFR Part 960.211 (Federal selection preferences for admission to public housing); and

(d) They shall provide for (i) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, and (ii) the prompt written notification to any related applicant of the grounds for any rejection.

Lender must approve any changes to these policies and criteria in writing. The Borrower shall also provide the Lender with an affirmative marketing plan acceptable to the Lender.

The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

6. Tenant Income Standards. During the term of this Affordable Housing Restriction the Project Units shall be leased to at least two (2) families (as defined below) whose annual incomes are at or less than FIFTY PERCENT (50%) of the median income for the Area (as defined below) ("Very Low Income Families") based on family size as determined by the US Department of Housing and Urban Development ("HUD") and the remainder of the Project Units to Families whose annual incomes are at or less than EIGHTY PERCENT (80%) of the median income for the Area (as defined below). A "Family" is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The "Area" is defined as the Trenton-NJ PMSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).

7. Rental amount Limits. Rental amounts shall comply with the following:

a. The monthly rent charged for the Project Units to be rented to families whose incomes are at or below fifty percent of median area income shall not be greater than thirty percent (30%) of the monthly gross income of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. The monthly rent charged for the Project Units to be rented to families whose incomes are above fifty percent of median area income shall not be greater than the lesser of the Fair Market Rent for Mercer County as established by HUD or thirty percent (30%) of the monthly gross income of a Family whose income equals sixty-five percent (65%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause the Borrower shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.

b. Borrower shall make the determination of whether a Family meets the income requirements set forth herein at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such Family.

8. Initial Proposed Rents. Prior to initial occupancy of a Project Unit and annually thereafter as part of the annual reports required under Section 8 above, Borrower shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all units in the Project. The rent schedule shall include both the maximum rents applicable to units as described above as well as the actual rents to be charged to over-income Families. Such schedule shall be subject to the approval of Lender for compliance with the requirements of this Agreement.

9. Records and Reporting to Lender. Borrower shall maintain as part of its Project records copies of all leases of units in the Project and all initial and annual income certifications by tenants of the Project. Within sixty (60) days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit at the Project. With respect to Families who move to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of the initial occupancy at the Project. The annual report shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.

10. Increases in Rental Amounts. Rents shall not be increased without the Lender's prior written approval of either (a) a specific request by Borrower for a rent increase or (b) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent

increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Borrower to all affected tenants.

11. Prohibited Lease Provisions. The Borrower shall not include in any lease for a unit in the Project any of the following provisions:

a. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.

b. Agreement by the tenant that the Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with New Jersey law.

c. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

d. Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.

e. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

f. Agreement by the tenant to waive any right to a trial by jury.

g. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

h. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

12. Project Lease Terms and Lease Terminations. All leases for units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and the Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except for (a) for serious or repeated violations of the terms and conditions of the lease; (b) violations of applicable federal, state or local law or (c) other good cause. Any termination or refusal to renew must be preceded by not less than 90 days by Borrower's service on the tenant of a written notice specifying the grounds for the action. Lender must be copied on any such notice for units relating to this restriction.

13. Transfer or Sale of Project Property. The Borrower may not sell, transfer or exchange all or any portion of the Project without the Lender's prior written consent, which shall not be unreasonably withheld. Any sale, transfer or change of title shall require either full

payment of the outstanding obligation under the mortgage or such other requirements as the Lender may specify.

14. Demolition or Reduction of Project Property. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lender, which consent may be granted or withheld in the Lender's reasonable judgment. The Borrower shall not permit the use of any residential unit for any purpose other than rental housing.

15. Destruction or Damage of Project Property. If the Project, or any part thereof, shall be damaged or destroyed, the Borrower shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

16. Use of Project Property. Any use of the Project Property or activity thereon which is inconsistent with the express conditions or purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative Marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372). Lender and its duly authorized representatives shall have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction.

17. Enforcement of Restrictions. Lender shall have the right to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation, it being agreed that the Lender will have no adequate remedy at law, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises.

18. Notice of Restrictions. The Lender shall have the right to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction and the Borrower, on behalf of itself and its successors and assigns, appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agrees to execute any such instruments upon request.

19. Conditional Relief from Restrictions. Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the property in lieu of foreclosure, and provided that the holder of such mortgage (a) has given Lender not less than 60 days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure and (b) agrees to recognize any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability of the Project, then the rights and restrictions herein contained shall not apply to such holder upon such acquisition of the Property or to any purchaser of the Property from such holder, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens, if any, have been settled not to exceed the outstanding balance of the HOME loan, at such time, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens have been settled, if any, not to exceed the outstanding balance of the HOME loan, at such time such Property shall, subject to the next two succeeding sentences, thereafter be free from all such rights and restrictions.

20. No Relief from Restrictions on Certain Transfers. The rights and restrictions contained herein shall not lapse if any portion of the Project Property is acquired through foreclosure or deed in lieu of foreclosure by (a) Borrower, (b) any person with a direct or indirect financial interest in Borrower, (c) any person related to a person described in "b" by blood, adoption or marriage, (d) any person who is or at any time was a business partner of a person described in "b" and (e) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if all or a portion of the Premises is acquired by a Related Party during the period in which this Affordable Housing Restriction would be in effect but for provisions providing for its termination, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.

21. In the event a person having the right to do so pursues a foreclosure or other proceeding enforcing its rights under a mortgage or other instrument and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Lender in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Lender pursuant to this Section in connection with such proceeding. In the event that such excess shall be so paid to the Lender, the Lender shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Lender in accordance herewith, provided that such holder shall give the prompt notice of any such claim and shall not object to intervention by the Lender in any proceeding relating thereto. To the extent the Borrower possesses any interest in any amount which would otherwise by payable to the Lender under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to said holder for payment to the Lender.

22. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lender:
County of Mercer
Office of Housing and Community Development
640 South Broad Street, RM 420
Trenton, NJ 08650-0068

If to Borrower:
HomeFront - TLC, Inc.
1880 Princeton Avenue
Lawrenceville, NJ 08648

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

23. Effective Date. The Borrower and the Lender intend that the restrictions arising hereunder take effect upon the date hereof.

24. Lender shall have the right to assign its interest in this Affordable Housing Restriction.

25. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender.

26. If any provision of this Affordable Housing Restriction shall be declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected.

In witness whereof and intending to be bound thereby, the Borrower has caused this agreement to be executed by its duly authorized agent on the date reported.

HomeFront - TLC, Inc.

BY: _____ Date: 8/4/10
Celia Murphree Bernstein, Vice Chairperson

Witness:

_____ Date: 8/4/10
Daniel L. Haggerty

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: S.S.
COUNTY OF MERCER :

I certify that on this date **Celia Murphree Bernstein** personally came before me and acknowledged under oath, to my satisfaction, that:

(a) Homefront-TLC, Inc. is named as the Borrower in this document (the "corporation");

(b) he/she, holds the position of **Vice Chairperson** of the corporation;

(c) the corporation has authorized the execution and delivery of this document in accordance with the terms and requirements of its charter and bylaws;

(d) he/she is authorized to execute and deliver this document for the corporation and

(e) he/she signed and delivered this document for and on behalf of the corporation as its voluntary act and deed for the uses and purposes therein expressed.

Date: August 4, 2010

Daniel L. Haggerty
Attorney-at-Law of New Jersey

HARRIS SURVEYING, INC.

Professional Land Surveyors and Professional Planners

Thomas A. Harris, P.L.S., P.P.
Thomas A. Harris Jr., P.L.S., P.P.
Kevin P. Harris, P.L.S., P.P

DESCRIPTION OF 1782 GREENWOOD AVENUE
LOT 4 BLOCK 1745
HAMILTON TOWNSHIP, MERCER COUNTY, NEW JERSEY

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF GREENWOOD AVENUE (66 FOOT RIGHT OF WAY) CORNER TO LOT 3 AND BEING DISTANT 101.51 FEET NORTHEASTERLY FROM THE INTERSECTION OF THE NORTHEASTERLY LINE OF CONNECTICUT AVENUE (60 FOOT RIGHT OF WAY) WITH THE SAID NORTHWESTERLY LINE OF GREENWOOD AVENUE, SAID POINT ALSO BEING OPPOSITE THE CENTER OF A COMMON PARTY WALL DIVIDING THE HOUSE ON THE LOT HEREIN DESCRIBED FROM THE HOUSE ON THE LOT ADJOINING ON THE SOUTHWESTERLY SIDE THEREOF, AND RUNS;THENCE

1) ALONG THE NORTHEASTERLY LINE OF LOT 3, NORTH 29 DEGREES 30 MINUTES 00 SECONDS WEST, PASSING TO, THROUGH AND BEYOND THE CENTER OF SAID COMMON PARTY WALL, A DISTANCE OF 115.59 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF ALLEY 26 (15' WIDE);THENCE

2) ALONG THE SOUTHEASTERLY LINE OF ALLEY 26, NORTH 65 DEGREES 01 MINUTES 00 SECONDS EAST, A DISTANCE OF 32.26 FEET TO A POINT CORNER TO LOT 5, SAID POINT ALSO BEING OPPOSITE THE CENTER OF A COMMON PARTY WALL DIVIDING THE HOUSE ON THE LOT HEREIN DESCRIBED FROM THE HOUSE ON THE LOT ADJOINING ON THE NORTHEASTERLY SIDE THEREOF;THENCE

3) ALONG THE SOUTHWESTERLY LINE OF LOT 5, SOUTH 29 DEGREES 08 MINUTES 00 SECONDS EAST, PASSING TO, THROUGH AND BEYOND THE CENTER OF SAID COMMON PARTY WALL, A DISTANCE OF 116.47 FEET TO A POINT IN THE NORTHWESTERLY LINE OF GREENWOOD AVENUE;THENCE

4) ALONG THE NORTHWESTERLY LINE OF GREENWOOD AVENUE, SOUTH 66 DEGREES 43 MINUTES 00 SECONDS WEST, A DISTANCE OF 31.60 FEET TO THE POINT AND PLACE OF BEGINNING.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD IF ANY.

THIS WRITTEN DESCRIPTION IS IN ACCORDANCE WITH A SURVEY PREPARED BY HARRIS SURVEYING, INC. DATED FEBRUARY 24, 2010.

HARRIS SURVEYING, INC.
THOMAS A. HARRIS
PROFESSIONAL LAND SURVEYOR
N.J. LICENSE NO. 16205

DATE: MARCH 1, 2010
FILE: 100080
TITLE: 3471-1630704-PRC

Exhibit "A"

5 Main Street, Robbinsville, NJ 08691 (609) 259-3007 (800) 434-8737 Fax (609) 259-9577

HARRIS SURVEYING, INC.

Professional Land Surveyors and Professional Planners

Thomas A. Harris, P.L.S., P.P.
Thomas A. Harris Jr., P.L.S., P.P.
Kevin P. Harris, P.L.S., P.P

DESCRIPTION OF 1786 GREENWOOD AVENUE
LOT 5 BLOCK 1745
HAMILTON TOWNSHIP, MERCER COUNTY, NEW JERSEY

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF GREENWOOD AVENUE (66 FOOT RIGHT OF WAY) CORNER TO LOT 6 AND BEING DISTANT 165.19 FEET NORTHEASTERLY FROM THE INTERSECTION OF THE NORTHEASTERLY LINE OF CONNECTICUT AVENUE (60 FOOT RIGHT OF WAY) WITH THE SAID NORTHWESTERLY LINE OF GREENWOOD AVENUE, SAID POINT ALSO BEING OPPOSITE THE CENTER OF A COMMON PARTY WALL DIVIDING THE HOUSE ON THE LOT HEREIN DESCRIBED FROM THE HOUSE ON THE LOT ADJOINING ON THE NORTHEASTERLY SIDE THEREOF, AND RUNS;THENCE

1) ALONG THE SOUTHWESTERLY LINE OF LOT 6, NORTH 29 DEGREES 11 MINUTES 00 SECONDS WEST, PASSING TO, THROUGH AND BEYOND THE CENTER OF SAID COMMON PARTY WALL, A DISTANCE OF 117.44 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF ALLEY 26 (15' WIDE);THENCE

2) ALONG THE SOUTHEASTERLY LINE OF ALLEY 26, SOUTH 65 DEGREES 01 MINUTES 00 SECONDS WEST, A DISTANCE OF 31.90 FEET TO A POINT CORNER TO LOT 4, SAID POINT ALSO BEING OPPOSITE THE CENTER OF A COMMON PARTY WALL DIVIDING THE HOUSE ON THE LOT HEREIN DESCRIBED FROM THE HOUSE ON THE LOT ADJOINING ON THE SOUTHWESTERLY SIDE THEREOF;THENCE

3) ALONG THE NORTHEASTERLY LINE OF LOT 4, SOUTH 29 DEGREES 08 MINUTES 00 SECONDS EAST, PASSING TO, THROUGH AND BEYOND THE CENTER OF SAID COMMON PARTY WALL, A DISTANCE OF 116.47 FEET TO A POINT IN THE NORTHWESTERLY LINE OF GREENWOOD AVENUE;THENCE

4) ALONG THE NORTHWESTERLY LINE OF GREENWOOD AVENUE, NORTH 66 DEGREES 43 MINUTES 00 SECONDS EAST, A DISTANCE OF 32.08 FEET TO THE POINT AND PLACE OF BEGINNING.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD IF ANY.

THIS WRITTEN DESCRIPTION IS IN ACCORDANCE WITH A SURVEY PREPARED BY HARRIS SURVEYING, INC. DATED FEBRUARY 24, 2010.

HARRIS SURVEYING, INC.
THOMAS A. HARRIS
PROFESSIONAL LAND SURVEYOR
N.J. LICENSE NO. 16205

DATE: MARCH 1, 2010
FILE: 100081
TITLE: 3471-1630704-PRC

Exhibit "A"

AMENDED AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES FOR HOMES BY TLC

THIS AGREEMENT made as of this 11th day of November, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and Homes by TLC, Inc., a nonprofit corporation of the State of New Jersey, having offices at 1880 Princeton Avenue, Lawrenceville, New Jersey 08648 ("Homes by TLC").

WITNESSETH:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 *N.J.* 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A.* 52:27D-301 *et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, the Township has also prepared a Spending Plan that, with the Fair Share Plan, is subject to court approval; and

WHEREAS, the Spending Plan includes an allocation of $387,385.00 to Homes by TLC to subsidize the purchase or renovation of properties at 1778, 1782, and 1786 Greenwood Avenue and 116 and 117 Moffatt Avenue ("the Properties") for the purpose of providing affordable housing; and

WHEREAS, Homes by TLC has previously developed twenty-four (24) units of special needs affordable housing in the Township at Project Home II (322 and 324 Connecticut Avenue), Project Home VI (87 Newkirk Avenue and 141 Francis Avenue) and Project Home IX (1782 and 1786 Greenwood Avenue); and

WHEREAS, the purchase and renovation of the Property will be modelled on Homes by TLC's successful Project Home buildings; and

WHEREAS, on July 9, 2012, Homes by TLC and the Township executed an Agreement for the purchase and renovation of the Properties; and

WHEREAS, it is necessary to amend such Agreement, and this Amended Agreement is the amendment thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

I. The parties agree that the Agreement for Construction of Affordable Housing Trust Fund Monies executed on July 9, 2012 is hereby terminated, and this Amended Agreement is substituted therefor.

II. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund in the amount of $387,385.00 to Homes by TLC for the purpose of purchasing and renovating existing properties for use as affordable housing. The allocation of the Monies shall be subject to the following allocation schedule:

A. Payment #1: 1782, 1786 Greenwood Avenue - $91,135.00

B. Payment #2: 1778 Greenwood Avenue - $111,250.00

C. Payment #3: 116 Moffatt Avenue - $80,000.00

D. Payment #4: 117 Moffatt Avenue - $105,000.00

Each payment shall be made at commencement of construction, but not later than the issuance of a certificate of occupancy for each project for which the payment is designated and upon receipt by the Township of an invoice submitted by Homes by TLC. Payments may be made in an order different from above depending on their sequence of construction and rehabilitation.

III. Homes by TLC agrees to use the Monies to purchase and/or renovate the following properties:

A. Project Home X – Renovations to a four (4) family unit affordable housing project located at 1778 Greenwood Avenue ($111,250.00).

B. Project Home XI – Renovations to a four (4) family unit affordable housing project located at 117 Moffatt Avenue ($105,000.00).

C. Project Home IV – Renovations to existing four (4) family unit affordable housing project located at 116 Moffatt Avenue ($80,000.00).

D. Project Home IX – Renovations to existing eight (8) family affordable housing project located at 1782 and 1786 Greenwood Avenue ($40,000.00).

E. Project Home X – Additional renovations to Project Home X and Project Home IX ($51,135.00).

IV. Homes by TLC shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* except as provided for herein and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Properties shall not be age restricted and shall be available only to low- and moderate-income households income individuals. Each unit shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property is subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a period of 30 years in accordance with deed restrictions previously recorded and are not required to be extended unless so ordered by the court.

V. Homes by TLC shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements.

VI. The Monies provided by the Township shall be returned to it by Homes by TLC, Inc. if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should Homes by TLC fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.

VII. Homes by TLC shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

VIII. The disbursements of the Monies by the Township to Homes by TLC shall be made in full upon the following:

A. Approval of the Township's Spending Plan or the disbursements set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;

B. The Township is convinced of the creditworthiness of each project; and

C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).

D. Homes by TLC's compliance with the terms of this Amended Agreement set forth in Section II.

IX. Miscellaneous

A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Homes by TLC and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

SIGNATURES APPEAR ON THE NEXT PAGE

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

Attest:

Eileen A. Gore, RMC, CMC

Date: 11/21/17

TOWNSHIP OF HAMILTON

Mayor Kelly A. Yaede

Attest:

Date: 11/16/17

Homes by TLC, Inc.

(Print Name and Title)
Celia Murphree Bernstein
Vice chairperson

Homes by TLC Amended Agreement 11 13 17

24. HomeFront X – 1778 Greenwood Avenue

Homes by TLC, Inc.
1880 Princeton Avenue
Lawrenceville, NJ 08648
609-989-9417 Fax 609-989-9423

August 28, 2018

HAMILTON		***# units***	**# of Bedrooms**	**Income Level**
322-330	*Connecticut*	*8*	all 2 bedrooms	5=VL; 3=L
40	*Francis*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	3=VL; 1=L
141	*Francis*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
1778	*Greenwood*	*4*	all 2 bedrooms	1=VL; 3=L
1782-86	*Greenwood*	*8*	all 2 bedrooms	4=V; 4=L
116	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
117	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
129	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	transitional = VL
141	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
87	*NewKirk*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L

VL=30% of Medium
L= 50% of Medium
M= 80% of Medium

MERCER COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM
AFFORDABLE HOUSING DEED RESTRICTION

LENDER:	COUNTY OF MERCER, a municipal corporation of the State of New Jersey, having its principal offices located at the McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08650-0068.
BORROWER/OWNER:	Homefront - TLC, Inc, a 501 (c) (3) nonprofit corporation organized under the laws of the State of New Jersey, and a Community Housing Development Organization (CHDO) pursuant to HUD designation and having an address located at 1880 Princeton Avenue, Lawrenceville, New Jersey 08648.
PROJECT PROPERTY:	Hamilton Township, Mercer County, New Jersey Block 1745, Lot 3 (1778 Greenwood, Hamilton Township, Mercer County, New Jersey 08609).
PROJECT:	Acquisition and Rehabilitation of four (4) affordable rental housing units for persons who may be homeless.
LOAN:	**$333,750.00**
LOAN TERM/ AFFORDABILITY PERIOD:	Thirty (30) year, measured from the date of Borrower's execution of the Note and Mortgage (distribution of HOME funds).
REPAYMENT:	Deferred for Affordability Period (30 years).
INTEREST AMOUNT:	Zero

WHEREAS, the above named Lender has entered into a HOME Investment Partnership Agreement pursuant to Title II of the National Affordable Housing Act with United States Department of Housing and Urban Development (hereafter), "HUD", by which HUD provides funding for eligible projects; and

WHEREAS, the Lender has been designated to implement a HOME Investment Partnerships Program (hereafter referred to as the "HOME Program") in accordance with applicable regulations, including 24 CFR Part 92; and

WHEREAS, the Borrower has requested funding to undertake the above described Project; and

WHEREAS, the proposed Project is eligible for funding if carried out pursuant to HUD's rules and regulations; and

WHEREAS, the HOME Program requires eligible project properties be subject to a deed

restriction, reflecting that said properties are for the purpose of providing housing for families of certain income levels as established by HUD; and

WHEREAS, Borrower has agreed to comply with this condition by signing and delivering this document; now, therefore, in consideration of the foregoing and the terms and conditions contained herein, the above-named Borrower/Owner grants to the above-named Lender, its successors and assigns the rights stated in this document on the above-described Project Property ("Premises"), which Property is described in Exhibit A attached hereto, for the purpose of ensuring retention of affordable rental housing for occupancy by low and very low-income persons and families.

1. Purpose. The purpose of this Affordable Housing Restriction is to assure that low and very low-income households will retain the Premises as affordable housing for occupancy.

2. Nature and Term of Covenants. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (a) shall be and are covenants running with the land, encumbering the Premises for a term of thirty (30) years from the date of execution hereof; (b) are binding upon the Borrower's successors in title and all subsequent owners of the Premises, (c) are not merely personal covenants of the Borrower, and (d) shall bind the Borrower and its successors and assigns and the benefits shall inure to the Lender and to any present or prospective tenant of the Premises. The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable rental housing, which assistance includes a loan from the Lender under the HOME Investments Partnership Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.

3. Notice of Covenants. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction. The covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof actually provides that such conveyance is subject to this Affordable Housing Restriction.

4. Unit Standards. The Premises shall be used for four (4) units of rental housing, as described above. Each Project Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Project Unit shall meet the housing quality standards set forth in the regulations of the HOME Investment Partnership Program at 24 CFR Part 92, Section 92.251 or any successor thereto.

5. Discrimination Prohibited. The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to a holder of a certificate of family participation under the Federal Rental Certificate Program (24 CFR Part 882) or a rental voucher under the Federal Rental Voucher Program (24 CFR Part 887)

or a holder of a comparable document evidencing participation in a HOME Program, tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based assistance document.

5.1. Nondiscrimination Policies. The Borrower shall adopt and submit resident selection policies and criteria to Lender and Lender shall have the right of approval thereof. Said policies and criteria shall comply with the following requirements:

(a) They shall be consistent with the purpose of providing housing for "Low Income Families" and "Very Low Income Families", as defined below in 7(a) and required herein;

(b) They shall be reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Borrower's form lease;

(c) They shall give reasonable consideration to the housing needs of families that would have preference under 24 CFR Part 960.211 (Federal selection preferences for admission to public housing); and

(d) They shall provide for (i) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, and (ii) the prompt written notification to any related applicant of the grounds for any rejection.

Lender must approve any changes to these policies and criteria in writing. The Borrower shall also provide the Lender with an affirmative marketing plan acceptable to the Lender.

The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

6. Tenant Income Standards. During the term of this Affordable Housing Restriction the Project Units shall be leased to at least two (2) families (as defined below) whose annual incomes are at or less than FIFTY PERCENT (50%) of the median income for the Area (as defined below) ("Very Low Income Families") based on family size as determined by the US Department of Housing and Urban Development ("HUD") and the remainder of the Project Units to Families whose annual incomes are at or less than EIGHTY PERCENT (80%) of the median income for the Area (as defined below). A "Family" is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The "Area" is defined as the Trenton-NJ PMSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).

7. Rental amount Limits. Rental amounts shall comply with the following:

a. The monthly rent charged for the Project Units to be rented to families whose incomes are at or below fifty percent of median area income shall not be greater than thirty percent (30%) of the monthly gross income of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. The monthly rent charged for the Project Units to be rented to families whose incomes are above fifty percent of median area income shall not be greater than the lesser of the Fair Market Rent for Mercer County as established by HUD or thirty percent (30%) of the monthly gross income of a Family whose income equals sixty-five percent (65%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause the Borrower shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.

b. Borrower shall make the determination of whether a Family meets the income requirements set forth herein at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such Family.

8. Initial Proposed Rents. Prior to initial occupancy of a Project Unit and annually thereafter as part of the annual reports required under Section 9 below, Borrower shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all units in the Project. The rent schedule shall include both the maximum rents applicable to units as described above as well as the actual rents to be charged to over-income Families. Such schedule shall be subject to the approval of Lender for compliance with the requirements of this Agreement.

9. Records and Reporting to Lender. Borrower shall maintain as part of its Project records copies of all leases of units in the Project and all initial and annual income certifications by tenants of the Project. Within sixty (60) days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit at the Project. With respect to Families who move to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of the initial occupancy at the Project. The annual report shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.

10. Increases in Rental Amounts. Rents shall not be increased without the Lender's prior written approval of either (a) a specific request by Borrower for a rent increase or (b) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be

implemented without at least 30 days' prior written notice by Borrower to all affected tenants.

11. Prohibited Lease Provisions. The Borrower shall not include in any lease for a unit in the Project any of the following provisions:

a. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.

b. Agreement by the tenant that the Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with New Jersey law.

c. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

d. Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.

e. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

f. Agreement by the tenant to waive any right to a trial by jury.

g. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

h. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

12. Project Lease Terms and Lease Terminations. All leases for units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and the Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except for (a) for serious or repeated violations of the terms and conditions of the lease; (b) violations of applicable federal, state or local law or (c) other good cause. Any termination or refusal to renew must be preceded by not less than 90 days by Borrower's service on the tenant of a written notice specifying the grounds for the action. Lender must be copied on any such notice for units relating to this restriction.

13. Transfer or Sale of Project Property. The Borrower may not sell, transfer or exchange all or any portion of the Project without the Lender's prior written consent, which shall not be unreasonably withheld. Any sale, transfer or change of title shall require either full

payment of the outstanding obligation under the mortgage or such other requirements as the Lender may specify.

14. Demolition or Reduction of Project Property. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lender, which consent may be granted or withheld in the Lender's reasonable judgment. The Borrower shall not permit the use of any residential unit for any purpose other than rental housing.

15. Destruction or Damage of Project Property. If the Project, or any part thereof, shall be damaged or destroyed, the Borrower shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

16. Use of Project Property. Any use of the Project Property or activity thereon which is inconsistent with the express conditions or purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative Marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372). Lender and its duly authorized representatives shall have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction.

17. Enforcement of Restrictions. Lender shall have the right to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation, it being agreed that the Lender will have no adequate remedy at law, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises.

18. Notice of Restrictions. The Lender shall have the right to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction and the Borrower, on behalf of itself and its successors and assigns, appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agrees to execute any such instruments upon request.

19. Conditional Relief from Restrictions. Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the property in lieu of foreclosure, and provided that the holder of such mortgage (a) has given Lender not less than 60 days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure and (b) agrees to recognize any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability of the Project, then the rights and restrictions herein contained shall not apply to such holder upon such acquisition of the Property or to any purchaser of the Property from such holder, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens, if any, have been settled not to exceed the outstanding balance of the HOME loan, at such time, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens have been settled, if any, not to exceed the outstanding balance of the HOME loan, at such time such Property shall, subject to the next two succeeding sentences, thereafter be free from all such rights and restrictions.

20. No Relief from Restrictions on Certain Transfers. The rights and restrictions contained herein shall not lapse if any portion of the Project Property is acquired through foreclosure or deed in lieu of foreclosure by (a) Borrower, (b) any person with a direct or indirect financial interest in Borrower, (c) any person related to a person described in "b" by blood, adoption or marriage, (d) any person who is or at any time was a business partner of a person described in "b" and (e) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if all or a portion of the Premises is acquired by a Related Party during the period in which this Affordable Housing Restriction would be in effect but for provisions providing for its termination, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.

21. In the event a person having the right to do so pursues a foreclosure or other proceeding enforcing its rights under a mortgage or other instrument and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Lender in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Lender pursuant to this Section in connection with such proceeding. In the event that such excess shall be so paid to the Lender, the Lender shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Lender in accordance herewith, provided that such holder shall give the prompt notice of any such claim and shall not object to intervention by the Lender in any proceeding relating thereto. To the extent the Borrower possesses any interest in any amount which would otherwise by payable to the Lender under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to said holder for payment to the Lender.

22. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lender:
County of Mercer
Office of Housing and Community Development
640 South Broad Street, RM 420
Trenton, NJ 08650-0068

If to Borrower:
Homefront - TLC, Inc.
1880 Princeton Avenue
Lawrenceville, NJ 08648

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

23. Effective Date. The Borrower and the Lender intend that the restrictions arising hereunder take effect upon the date hereof.

24. Lender shall have the right to assign its interest in this Affordable Housing Restriction.

25. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender.

26. If any provision of this Affordable Housing Restriction shall be declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected.

In witness whereof and intending to be bound thereby, the Borrower has caused this agreement to be executed by its duly authorized agent on the date reported.

HomeFront - TLC, Inc.

BY: _____ Date: November 9, 2011
Celia Murphree Bernstein, Vice Chairperson

Witness:

_____ Date: November 9, 2011
Daniel L. Haggerty

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: S.S.
COUNTY OF MERCER :

I certify that on November 9, 2011 **Celia Murphree Bernstein** personally came before me and acknowledged under oath, to my satisfaction, that:

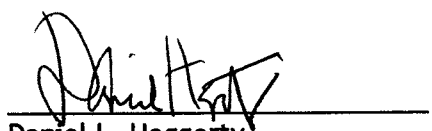
(a) Homefront-TLC, Inc. is named as the Borrower in this document (the "corporation");

(b) he/she, holds the position of **Vice Chairperson** of the corporation;

(c) the corporation has authorized the execution and delivery of this document in accordance with the terms and requirements of its charter and bylaws;

(d) he/she is authorized to execute and deliver this document for the corporation and

(e) he/she signed and delivered this document for and on behalf of the corporation as its voluntary act and deed for the uses and purposes therein expressed.



Daniel L. Haggerty
Attorney-at-Law of New Jersey

Record and Return:
First American Title Insurance Company
2 Research Way
Princeton, New Jersey 08540

Exhibit A

LAND MAP, INC.

Land Surveying, Planning & Mapping Consultants

3471-1774346-PRC
Hamilton Township Tax Map
Sheet 100
Block 1745
Lot 3

(Rev'd. Aug. 18, 2011 ~ Add Sewer Note)
August 15, 2011

Description of Lot 3 in Block 1745 as shown on Sheet 100 of the Hamilton Township Tax Map, being commonly known as **1778 Greenwood Avenue**, situate in the Township of Hamilton, Mercer County, New Jersey.

BEGINNING at a **POINT** in the northerly right-of-way line of Greenwood Avenue (*State Highway Route 33*), 66 feet wide, said point being 69.57 feet as measured along said right-of-way line in an easterly direction from the intersection of the said northerly right-of-way line of Greenwood Avenue with the easterly right-of-way line of Connecticut Avenue, 60 feet wide, and from said **BEGINNING POINT** running; thence,

1. Along the easterly line of lands N/F Leonel J. Baptiste and Ketty Belizaire N 29° 46' 00" W, 114.68 feet to a point in the southerly right-of-way of Alley 26, 15 feet wide; thence,

2. Along said alley N 65° 01' 00" E, 32.38 feet to a point corner to lands N/F Homefront – TLC, Inc.; thence,

3. Along the westerly line of said lands S 29° 30' 00" E, 115.59 feet to a point in the aforementioned northerly right-of-way line of Greenwood Avenue; thence,

4. Along said right-of-way line S 66° 43' 00" W, 31.93 feet to the **POINT** and **PLACE** of **BEGINNING**.

Containing 3,684.5 square feet of land more or less.

The above described premises being known as part of Lots 3 and 4 as shown on a map entitled "Map of Lots of Parkside Development," duly filed in the Mercer County Clerk's Office on June 17, 1924 as Map No. 420.

The above described premises being subject to and together with all rights associated with a sewer pipe running through the building as referenced in Deed Book 672, Page 550, *et seq.*

The hereinafter-referenced survey as described above being subject to any facts that may be revealed by a full and accurate title search and any restrictions of record.

According to a survey prepared by LAND MAP, INC., Professional Land Surveying, Planning and Mapping Consultants, Hamilton Square, NJ, dated August 15, 2011, Proj. No. 12074.

8·18·11
Date

VINCENT J. RIGELON, JR.,
New Jersey Professional Land Surveyor No. 33111

Homefront / LMI 12074:W108

3694 Nottingham Way • Hamilton Square, NJ • 08690-2612 • Phone 609-586-7117 • Fax 609-586-7510

Project Home X- 1778 Greenwood

Proposal to Hamilton Twp

SUMMARY: Homefront-TLC, Inc. has purchased and will renovate a four-unit apartment building to be used as permanent, service-enriched housing for low-income families with children. The operation of this building will be modeled after our highly successful Project Home buildings and is adjacent to our Project Home IX (1782-1786 Greenwood). The total project cost is $445,000. We received $333,750 in County HOME funds and are requesting $111,250 in funds from Hamilton Twp affordable housing/developer fees.

The Tenants to be Served: Our tenants will be homeless families with at least one child under 18. Clients will pay 35% of their income for rent and utilities. Case management and life skills coaching will be available to all tenants.

The Site: The building we have selected for Project Home X will provide safe, secure and dignified housing for its tenants. It is on Greenwood Avenue in Hamilton Twp. and has four two-bedroom. We estimate that the units will serve approximately four families. The children will attend the Hamilton School District.

While the building is structurally sound, and in relatively good condition, improvements are necessary. The building is in an excellent location: on a bus line and near other service providers as well. HomeFront has a number of other housing units in the neighborhood which will make it logistically easier to provide comprehensive property management support and quality social services. We own the adjacent property (1782-1786 Greenwood Ave).

The Need: After 15 years of experience with the homeless, we firmly believe that this project is designed to serve the most desperately needy population in Mercer County- homeless non-ea eligible singles and families. Each and every day HomeFront and our colleagues work hard to find affordable housing for people who are ready to move on from various shelters and transitional living programs. When they are fortunate enough to secure a unit (often paying 70% or 80% of their total income) we celebrate with them. However, we know that many- if not most- of them will return to the shelter system because they will not be able to able to make-it without significant social service supports.

Support Services: There will be a Tenant Support Services Advisor (TSA) available to the tenants of the building a minimum of 10 hours a week. He/she will establish a schedule that ensures he/she is available to tenants at times convenient to their lives (e.g. will require some evenings and weekends.) The TSA is part case manager, part counselor, part concierge, part cheerleader, and part friend. The TSA will not collect the rent; this is the responsibility of the property management team. The TSA will call upon the full range of services available from HomeFront; the list of services that will be available free to tenants includes:

- Case management and counseling
- Connection with pro bono professional services
- Pre-school
- After school and weekend activities for children
- Tutoring for children and adults

- Food pantry
- FreeStore
- Furniture bank
- Life skills classes with an emphasis on money management
- Parenting skills classes

All the above services will be typically available to a tenant; but each tenant is unique. We will strive to offer them **whatever** services and supports they need in order to become and remain truly self-sufficed.

Community Building: Based on our firm conviction that as landlords it is in our best interest to build a strong esprit d'corps among the tenants, we will devote time and financial resources to building a healthy community of tenants that are committed to HomeFront and to each other. Some of the strategies we will use include;

- Monthly Dinners
- Monthly Recreational Family Activities
- Input on new tenants
- Back Yard Barbecue
- Holiday Celebration
- Weekly Food Shopping Trip

Why HomeFront: While it was never HomeFront's original intention to become a landlord, it became a necessity if our very low-income homeless families were to have acceptable and affordable permanent housing and make a successful transition to independence. As a result,

- we have developed an extremely successful model
- we are known in Mercer County for high-quality property management
- we have eighteen years of experience with this population group, and are the major provider of both case management and housing services for homeless families
- we have selected a building that is economically viable, and will provide tenants with a good quality of life, and whose renovations improve the community
- we can provide match money
- we have a strong track record of leveraging government funds to secure additional private funding for on-going social services to tenants
- we can provide a myriad of support services (from furniture to pre-school).

Project Budget – Homefront-TLC – 1778 Greenwood Ave, Hamilton

	HOME Request	Applicant Cash/Match Hamilton Twp	Total Budget
1. Acquisition	260,000		260,000
2. Rehabilitation	73,750	111,250	185,000
3. New Construction	0	0	0
4. Subtotal (Lines 1 through 3)	333,750		445,000
5. Supportive Services	0		
6. Operations	0		
7. **Total**	$445,000	$111,250	$445,000

AMENDED AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES FOR HOMES BY TLC

THIS AGREEMENT made as of this 11th day of November, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and Homes by TLC, Inc., a nonprofit corporation of the State of New Jersey, having offices at 1880 Princeton Avenue, Lawrenceville, New Jersey 08648 ("Homes by TLC").

WITNESSETH:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 *N.J.* 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A.* 52:27D-301 *et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, the Township has also prepared a Spending Plan that, with the Fair Share Plan, is subject to court approval; and

WHEREAS, the Spending Plan includes an allocation of $387,385.00 to Homes by TLC to subsidize the purchase or renovation of properties at 1778, 1782, and 1786 Greenwood Avenue and 116 and 117 Moffatt Avenue ("the Properties") for the purpose of providing affordable housing; and

WHEREAS, Homes by TLC has previously developed twenty-four (24) units of special needs affordable housing in the Township at Project Home II (322 and 324 Connecticut Avenue), Project Home VI (87 Newkirk Avenue and 141 Francis Avenue) and Project Home IX (1782 and 1786 Greenwood Avenue); and

WHEREAS, the purchase and renovation of the Property will be modelled on Homes by TLC's successful Project Home buildings; and

WHEREAS, on July 9, 2012, Homes by TLC and the Township executed an Agreement for the purchase and renovation of the Properties; and

WHEREAS, it is necessary to amend such Agreement, and this Amended Agreement is the amendment thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

I. The parties agree that the Agreement for Construction of Affordable Housing Trust Fund Monies executed on July 9, 2012 is hereby terminated, and this Amended Agreement is substituted therefor.

II. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund in the amount of $387,385.00 to Homes by TLC for the purpose of purchasing and renovating existing properties for use as affordable housing. The allocation of the Monies shall be subject to the following allocation schedule:

A. Payment #1: 1782, 1786 Greenwood Avenue - $91,135.00

B. Payment #2: 1778 Greenwood Avenue - $111,250.00

C. Payment #3: 116 Moffatt Avenue - $80,000.00

D. Payment #4: 117 Moffatt Avenue - $105,000.00

Each payment shall be made at commencement of construction, but not later than the issuance of a certificate of occupancy for each project for which the payment is designated and upon receipt by the Township of an invoice submitted by Homes by TLC. Payments may be made in an order different from above depending on their sequence of construction and rehabilitation.

III. Homes by TLC agrees to use the Monies to purchase and/or renovate the following properties:

A. Project Home X – Renovations to a four (4) family unit affordable housing project located at 1778 Greenwood Avenue ($111,250.00).

B. Project Home XI – Renovations to a four (4) family unit affordable housing project located at 117 Moffatt Avenue ($105,000.00).

C. Project Home IV – Renovations to existing four (4) family unit affordable housing project located at 116 Moffatt Avenue ($80,000.00).

D. Project Home IX – Renovations to existing eight (8) family affordable housing project located at 1782 and 1786 Greenwood Avenue ($40,000.00).

E. Project Home X – Additional renovations to Project Home X and Project Home IX ($51,135.00).

IV. Homes by TLC shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* except as provided for herein and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Properties shall not be age restricted and shall be available only to low- and moderate-income households income individuals. Each unit shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property is subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a period of 30 years in accordance with deed restrictions previously recorded and are not required to be extended unless so ordered by the court.

V. Homes by TLC shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements.

VI. The Monies provided by the Township shall be returned to it by Homes by TLC, Inc. if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should Homes by TLC fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.

VII. Homes by TLC shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

VIII. The disbursements of the Monies by the Township to Homes by TLC shall be made in full upon the following:

A. Approval of the Township's Spending Plan or the disbursements set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;

B. The Township is convinced of the creditworthiness of each project; and

C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).

D. Homes by TLC's compliance with the terms of this Amended Agreement set forth in Section II.

IX. Miscellaneous

A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Homes by TLC and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

SIGNATURES APPEAR ON THE NEXT PAGE

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

Attest:

Eileen A. Gore, RMC, CMC

Date: 11/21/17

TOWNSHIP OF HAMILTON

Mayor Kelly A. Yaede

Attest:

Date: 11/16/17

Homes by TLC, Inc.

(Print Name and Title)
Celia Murphree Bernstein
Vice chairperson

Homes by TLC Amended Agreement 11 13 17

25. HomeFront XI – 117 Moffat Avenue

Homes by TLC, Inc.
1880 Princeton Avenue
Lawrenceville, NJ 08648
609-989-9417 Fax 609-989-9423

August 28, 2018

HAMILTON		***# units***	**# of Bedrooms**	**Income Level**
322-330	*Connecticut*	*8*	all 2 bedrooms	5=VL; 3=L
40	*Francis*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	3=VL; 1=L
141	*Francis*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
1778	*Greenwood*	*4*	all 2 bedrooms	1=VL; 3=L
1782-86	*Greenwood*	*8*	all 2 bedrooms	4=V; 4=L
116	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
117	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
129	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	transitional = VL
141	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
87	*NewKirk*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L

VL=30% of Medium
L= 50% of Medium
M= 80% of Medium

MERCER COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM
AFFORDABLE HOUSING DEED RESTRICTION

LENDER:	COUNTY OF MERCER, a municipal corporation of the State of New Jersey, having its principal offices located at the McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08650-0068.
BORROWER/OWNER:	Homefront - TLC, Inc, a 501 (c) (3) nonprofit corporation organized under the laws of the State of New Jersey, and a Community Housing Development Organization (CHDO) pursuant to HUD designation and having an address located at 1880 Princeton Avenue, Lawrenceville, New Jersey 08648.
PROJECT PROPERTY:	Hamilton Township, Mercer County, New Jersey Block 2027, Lot 8 (117 Moffatt Avenue, Hamilton Township, Mercer County, New Jersey 08629).
PROJECT:	Acquisition and Rehabilitation of four (4) affordable rental housing units for persons who may be homeless.
LOAN:	**$315,000.00**
LOAN TERM/ AFFORDABILITY PERIOD:	Thirty (30) year, measured from the date of Borrower's execution of the Note and Mortgage (distribution of HOME funds).
REPAYMENT:	Deferred for Affordability Period (30 years).
INTEREST AMOUNT:	Zero

WHEREAS, the above named Lender has entered into a HOME Investment Partnership Agreement pursuant to Title II of the National Affordable Housing Act with United States Department of Housing and Urban Development (hereafter), "HUD", by which HUD provides funding for eligible projects; and

WHEREAS, the Lender has been designated to implement a HOME Investment Partnerships Program (hereafter referred to as the "HOME Program") in accordance with applicable regulations, including 24 CFR Part 92; and

WHEREAS, the Borrower has requested funding to undertake the above described Project; and

WHEREAS, the proposed Project is eligible for funding if carried out pursuant to HUD's rules and regulations; and

WHEREAS, the HOME Program requires eligible project properties be subject to a deed

restriction, reflecting that said properties are for the purpose of providing housing for families of certain income levels as established by HUD; and

WHEREAS, Borrower has agreed to comply with this condition by signing and delivering this document; now, therefore, in consideration of the foregoing and the terms and conditions contained herein, the above-named Borrower/Owner grants to the above-named Lender, its successors and assigns the rights stated in this document on the above-described Project Property ("Premises"), which Property is described in Exhibit A attached hereto, for the purpose of ensuring retention of affordable rental housing for occupancy by low and very low-income persons and families.

1. Purpose. The purpose of this Affordable Housing Restriction is to assure that low and very low-income households will retain the Premises as affordable housing for occupancy.

2. Nature and Term of Covenants. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (a) shall be and are covenants running with the land, encumbering the Premises for a term of thirty (30) years from the date of execution hereof; (b) are binding upon the Borrower's successors in title and all subsequent owners of the Premises, (c) are not merely personal covenants of the Borrower, and (d) shall bind the Borrower and its successors and assigns and the benefits shall inure to the Lender and to any present or prospective tenant of the Premises. The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable rental housing, which assistance includes a loan from the Lender under the HOME Investments Partnership Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.

3. Notice of Covenants. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction. The covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof actually provides that such conveyance is subject to this Affordable Housing Restriction.

4. Unit Standards. The Premises shall be used for four (4) units of rental housing, as described above. Each Project Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Project Unit shall meet the housing quality standards set forth in the regulations of the HOME Investment Partnership Program at 24 CFR Part 92, Section 92.251 or any successor thereto.

5. Discrimination Prohibited. The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to a holder of a certificate of family participation under the Federal Rental Certificate Program (24 CFR Part 882) or a rental voucher under the Federal Rental Voucher Program (24 CFR Part 887)

or a holder of a comparable document evidencing participation in a HOME Program, tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based assistance document.

5.1. Nondiscrimination Policies. The Borrower shall adopt and submit resident selection policies and criteria to Lender and Lender shall have the right of approval thereof. Said policies and criteria shall comply with the following requirements:

(a) They shall be consistent with the purpose of providing housing for "Low Income Families" and "Very Low Income Families", as defined below in 7(a) and required herein;

(b) They shall be reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Borrower's form lease;

(c) They shall give reasonable consideration to the housing needs of families that would have preference under 24 CFR Part 960.211 (Federal selection preferences for admission to public housing); and

(d) They shall provide for (i) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, and (ii) the prompt written notification to any related applicant of the grounds for any rejection.

Lender must approve any changes to these policies and criteria in writing. The Borrower shall also provide the Lender with an affirmative marketing plan acceptable to the Lender.

The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

6. Tenant Income Standards. During the term of this Affordable Housing Restriction the Project Units shall be leased to at least two (2) families (as defined below) whose annual incomes are at or less than FIFTY PERCENT (50%) of the median income for the Area (as defined below) ("Very Low Income Families") based on family size as determined by the US Department of Housing and Urban Development ("HUD") and the remainder of the Project Units to Families whose annual incomes are at or less than EIGHTY PERCENT (80%) of the median income for the Area (as defined below). A "Family" is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The "Area" is defined as the Trenton-NJ PMSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).

7. Rental amount Limits. Rental amounts shall comply with the following:

a. The monthly rent charged for the Project Units to be rented to families whose incomes are at or below fifty percent of median area income shall not be greater than thirty percent (30%) of the monthly gross income of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. The monthly rent charged for the Project Units to be rented to families whose incomes are above fifty percent of median area income shall not be greater than the lesser of the Fair Market Rent for Mercer County as established by HUD or thirty percent (30%) of the monthly gross income of a Family whose income equals sixty-five percent (65%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause the Borrower shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.

b. Borrower shall make the determination of whether a Family meets the income requirements set forth herein at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such Family.

8. Initial Proposed Rents. Prior to initial occupancy of a Project Unit and annually thereafter as part of the annual reports required under Section 9 below, Borrower shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all units in the Project. The rent schedule shall include both the maximum rents applicable to units as described above as well as the actual rents to be charged to over-income Families. Such schedule shall be subject to the approval of Lender for compliance with the requirements of this Agreement.

9. Records and Reporting to Lender. Borrower shall maintain as part of its Project records copies of all leases of units in the Project and all initial and annual income certifications by tenants of the Project. Within sixty (60) days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit at the Project. With respect to Families who move to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of the initial occupancy at the Project. The annual report shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.

10. Increases in Rental Amounts. Rents shall not be increased without the Lender's prior written approval of either (a) a specific request by Borrower for a rent increase or (b) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be

implemented without at least 30 days' prior written notice by Borrower to all affected tenants.

11. Prohibited Lease Provisions. The Borrower shall not include in any lease for a unit in the Project any of the following provisions:

a. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.

b. Agreement by the tenant that the Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with New Jersey law.

c. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

d. Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.

e. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

f. Agreement by the tenant to waive any right to a trial by jury.

g. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

h. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

12. Project Lease Terms and Lease Terminations. All leases for units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and the Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except for (a) for serious or repeated violations of the terms and conditions of the lease; (b) violations of applicable federal, state or local law or (c) other good cause. Any termination or refusal to renew must be preceded by not less than 90 days by Borrower's service on the tenant of a written notice specifying the grounds for the action. Lender must be copied on any such notice for units relating to this restriction.

13. Transfer or Sale of Project Property. The Borrower may not sell, transfer or exchange all or any portion of the Project without the Lender's prior written consent, which shall not be unreasonably withheld. Any sale, transfer or change of title shall require either full

payment of the outstanding obligation under the mortgage or such other requirements as the Lender may specify.

14. Demolition or Reduction of Project Property. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lender, which consent may be granted or withheld in the Lender's reasonable judgment. The Borrower shall not permit the use of any residential unit for any purpose other than rental housing.

15. Destruction or Damage of Project Property. If the Project, or any part thereof, shall be damaged or destroyed, the Borrower shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

16. Use of Project Property. Any use of the Project Property or activity thereon which is inconsistent with the express conditions or purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative Marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372). Lender and its duly authorized representatives shall have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction.

17. Enforcement of Restrictions. Lender shall have the right to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation, it being agreed that the Lender will have no adequate remedy at law, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises.

18. Notice of Restrictions. The Lender shall have the right to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction and the Borrower, on behalf of itself and its successors and assigns, appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agrees to execute any such instruments upon request.

19. Conditional Relief from Restrictions. Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the property in lieu of foreclosure, and provided that the holder of such mortgage (a) has given Lender not less than 60 days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure and (b) agrees to recognize any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability of the Project, then the rights and restrictions herein contained shall not apply to such holder upon such acquisition of the Property or to any purchaser of the Property from such holder, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens, if any, have been settled not to exceed the outstanding balance of the HOME loan, at such time, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens have been settled, if any, not to exceed the outstanding balance of the HOME loan, at such time such Property shall, subject to the next two succeeding sentences, thereafter be free from all such rights and restrictions.

20. No Relief from Restrictions on Certain Transfers. The rights and restrictions contained herein shall not lapse if any portion of the Project Property is acquired through foreclosure or deed in lieu of foreclosure by (a) Borrower, (b) any person with a direct or indirect financial interest in Borrower, (c) any person related to a person described in "b" by blood, adoption or marriage, (d) any person who is or at any time was a business partner of a person described in "b" and (e) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if all or a portion of the Premises is acquired by a Related Party during the period in which this Affordable Housing Restriction would be in effect but for provisions providing for its termination, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.

21. In the event a person having the right to do so pursues a foreclosure or other proceeding enforcing its rights under a mortgage or other instrument and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Lender in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Lender pursuant to this Section in connection with such proceeding. In the event that such excess shall be so paid to the Lender, the Lender shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Lender in accordance herewith, provided that such holder shall give the prompt notice of any such claim and shall not object to intervention by the Lender in any proceeding relating thereto. To the extent the Borrower possesses any interest in any amount which would otherwise by payable to the Lender under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to said holder for payment to the Lender.

22. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lender:
County of Mercer
Office of Housing and Community Development
640 South Broad Street, RM 420
Trenton, NJ 08650-0068

If to Borrower:
Homefront - TLC, Inc.
1880 Princeton Avenue
Lawrenceville, NJ 08648

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

23. Effective Date. The Borrower and the Lender intend that the restrictions arising hereunder take effect upon the date hereof.

24. Lender shall have the right to assign its interest in this Affordable Housing Restriction.

25. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender.

26. If any provision of this Affordable Housing Restriction shall be declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected.

In witness whereof and intending to be bound thereby, the Borrower has caused this agreement to be executed by its duly authorized agent on the date reported.

HomeFront - TLC, Inc.

BY: _____ Date: February 28, 2012
Celia Murphree Bernstein, Vice Chairperson

Witness:

_____ Date: February 28, 2012
Daniel L. Haggerty

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: S.S.
COUNTY OF MERCER :

I certify that on February 28, 2012 **Celia Murphree Bernstein** personally came before me and acknowledged under oath, to my satisfaction, that:

(a) Homefront-TLC, Inc. is named as the Borrower in this document (the "corporation");

(b) he/she, holds the position of **Vice Chairperson** of the corporation;

(c) the corporation has authorized the execution and delivery of this document in accordance with the terms and requirements of its charter and bylaws;

(d) he/she is authorized to execute and deliver this document for the corporation and

(e) he/she signed and delivered this document for and on behalf of the corporation as its voluntary act and deed for the uses and purposes therein expressed.

_____
Daniel L. Haggerty
Attorney-at-Law of New Jersey

Record and Return:
First American Title Insurance Company
2 Research Way
Princeton, New Jersey 08540

LAND MAP, INC.
Land Surveying, Planning & Mapping Consultants

Exhibit A

Hamilton Township Tax Map
Sheet 155
Block 2027
Lot 8

September 29, 2011

Description of Lot 8 in Block 2027 as shown on Sheet 155 of the Hamilton Township Tax Map, being commonly known as **117 Moffatt Avenue**, situate in the Township of Hamilton, Mercer County, New Jersey.

BEGINNING at a **POINT** in the southwesterly right-of-way line of Moffatt Avenue, 50 feet wide, said point being 280.00 feet as measured along said right-of-way line in a northwesterly intersection of the southwesterly right-of-way line of Moffatt Avenue in the northwesterly right-of-way line of Liberty Street, variable width, and from said **BEGINNING POINT** running; thence,

1. Along the aforementioned southwesterly right-of-way line of Moffatt Avenue N 31° 17' 00" W, 45.00 feet to a point corner to lands N/F Carl and Jacqueline Baylor; thence,

2. Along the southeasterly line of said lands and continuing along the southeasterly line of said lands N/F Stacey and Karen Stoeckel S 58° 43' 00" W 100.00 feet to a point in the northeasterly line of lands N/F Marshall L. Vincent; thence,

3. Along said lands S 31° 17' 00" E, 45.00 feet to a point corner to lands N/F Luis Andrade; thence,

4. Along the northwesterly line of said lands N 58° 43' 00" E, 100 feet to the **POINT** and **PLACE** of **BEGINNING.**

Containing 4,500.0 square feet of land more or less.

The above described premises being known as Lot 17 and part of Lot 16, Block B as shown on a map entitled "Map of Austin-Hill Tract", duly filed in the Mercer County Clerk's Office on April 13, 1925 as Map No. 457.

The above described premises being subject to the use of the northerly 4 feet of an 8 foot wide common driveway and together with the use of the southerly 4 feet of the aforesaid 8 foot wide common driveway lying along the southerly line of the herein described lands and being more particularly described in Deed Book 2070, Page 715, *et seq* and Deed Book 1012, Page 93, *et seq*,

The hereinafter-referenced survey as described above being subject to any facts that may be revealed by a full and accurate title search and any restrictions of record.

According to a survey prepared by **LAND MAP, INC.**, Professional Land Surveying, Planning and Mapping Consultants, Hamilton Square, NJ, dated September 26, Proj. No. 12100.

10·4·11
Date

VINCENT J. RIGELON, JR.,
New Jersey Professional Land Surveyor No. 33111

Homefront / LMI 12100:W108

3694 Nottingham Way • Hamilton Square, NJ • 08690-2612 • Phone 609-586-7117 • Fax 609-586-7510

Project Home XI- 117 Moffatt Avenue
Proposal to Hamilton Twp

SUMMARY: Homefront-TLC, Inc. purchased and plans to renovate a four-unit apartment building to be used as permanent, service-enriched housing for low-income families with children. The operation of this building will be modeled after our highly successful Project Home buildings. The total project cost is $420,000. We have received $315,000 in County HOME funds and are requesting $105,000 in funds from Hamilton Twp affordable housing/developer fees.

The Tenants to be Served: Our tenants will be homeless families with at least one child under 18. Clients will pay 35% of their income for rent and utilities. Case management and life skills coaching will be available to all tenants.

The Site: The building we have selected for Project Home XI will provide safe, secure and dignified housing for its tenants. It is on Greenwood Avenue in Hamilton Twp. and has four two-bedroom. We estimate that the units will serve approximately four families. The children will attend the Hamilton School District.

While the building is structurally sound, and in very good cosmetic condition, improvements are necessary. The single heating service needs to be replaced and separated. The windows need to be replaced as well as a few other minor items. The building is in an excellent location: on a bus line and near other service providers as well. HomeFront has a number of other housing units in the neighborhood which will make it logistically easier to provide comprehensive property management support and quality social services. We own other property on this block (116 Moffatt and 129 Moffatt).

The Need: After 15 years of experience with the homeless, we firmly believe that this project is designed to serve the most desperately needy population in Mercer County- homeless non-ea eligible singles and families. Each and every day HomeFront and our colleagues work hard to find affordable housing for people who are ready to move on from various shelters and transitional living programs. When they are fortunate enough to secure a unit (often paying 70% or 80% of their total income) we celebrate with them. However, we know that many- if not most- of them will return to the shelter system because they will not be able to able to make-it without significant social service supports.

Support Services: There will be a Tenant Support Services Advisor (TSA) available to the tenants of the building a minimum of 10 hours a week. He/she will establish a schedule that ensures he/she is available to tenants at times convenient to their lives (e.g. will require some evenings and weekends.) The TSA is part case manager, part counselor, part concierge, part cheerleader, and part friend. The TSA will not collect the rent; this is the responsibility of the property management team. The TSA will call upon the full range of services available from HomeFront; the list of services that will be available free to tenants includes:

- Case management and counseling
- Connection with pro bono professional services
- Pre-school

- After school and weekend activities for children
- Tutoring for children and adults
- Food pantry
- FreeStore
- Furniture bank
- Life skills classes with an emphasis on money management
- Parenting skills classes

All the above services will be typically available to a tenant; but each tenant is unique. We will strive to offer them **whatever** services and supports they need in order to become and remain truly self-sufficed.

Community Building: Based on our firm conviction that as landlords it is in our best interest to build a strong esprit d'corps among the tenants, we will devote time and financial resources to building a healthy community of tenants that are committed to HomeFront and to each other. Some of the strategies we will use include;

- Monthly Dinners
- Monthly Recreational Family Activities
- Input on new tenants
- Back Yard Barbecue
- Holiday Celebration
- Weekly Food Shopping Trip

Why HomeFront: While it was never HomeFront's original intention to become a landlord, it became a necessity if our very low-income homeless families were to have acceptable and affordable permanent housing and make a successful transition to independence. As a result,

- we have developed an extremely successful model
- we are known in Mercer County for high-quality property management
- we have eighteen years of experience with this population group, and are the major provider of both case management and housing services for homeless families
- we have selected a building that is economically viable, and will provide tenants with a good quality of life, and whose renovations improve the community
- we can provide match money
- we have a strong track record of leveraging government funds to secure additional private funding for on-going social services to tenants
- we can provide a myriad of support services (from furniture to pre-school).

Project Budget – Homefront-TLC – 117 Moffatt Project HOME XI

	HOME Request	Applicant Cash/Match Hamilton Twp	Total Budget
1. Acquisition	$315,000		$315,000
2. Rehabilitation		$105,000	$105,000
3. New Construction			
4. Subtotal (Lines 1 through 3)			
5. Supportive Services			
6. Operations			
7. **Total**			$420,000

AMENDED AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES FOR HOMES BY TLC

THIS AGREEMENT made as of this 11th day of November, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and Homes by TLC, Inc., a nonprofit corporation of the State of New Jersey, having offices at 1880 Princeton Avenue, Lawrenceville, New Jersey 08648 ("Homes by TLC").

WITNESSETH:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 *N.J.* 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A.* 52:27D-301 *et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, the Township has also prepared a Spending Plan that, with the Fair Share Plan, is subject to court approval; and

WHEREAS, the Spending Plan includes an allocation of $387,385.00 to Homes by TLC to subsidize the purchase or renovation of properties at 1778, 1782, and 1786 Greenwood Avenue and 116 and 117 Moffatt Avenue ("the Properties") for the purpose of providing affordable housing; and

WHEREAS, Homes by TLC has previously developed twenty-four (24) units of special needs affordable housing in the Township at Project Home II (322 and 324 Connecticut Avenue), Project Home VI (87 Newkirk Avenue and 141 Francis Avenue) and Project Home IX (1782 and 1786 Greenwood Avenue); and

WHEREAS, the purchase and renovation of the Property will be modelled on Homes by TLC's successful Project Home buildings; and

WHEREAS, on July 9, 2012, Homes by TLC and the Township executed an Agreement for the purchase and renovation of the Properties; and

WHEREAS, it is necessary to amend such Agreement, and this Amended Agreement is the amendment thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

I. The parties agree that the Agreement for Construction of Affordable Housing Trust Fund Monies executed on July 9, 2012 is hereby terminated, and this Amended Agreement is substituted therefor.

II. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund in the amount of $387,385.00 to Homes by TLC for the purpose of purchasing and renovating existing properties for use as affordable housing. The allocation of the Monies shall be subject to the following allocation schedule:

A. Payment #1: 1782, 1786 Greenwood Avenue - $91,135.00

B. Payment #2: 1778 Greenwood Avenue - $111,250.00

C. Payment #3: 116 Moffatt Avenue - $80,000.00

D. Payment #4: 117 Moffatt Avenue - $105,000.00

Each payment shall be made at commencement of construction, but not later than the issuance of a certificate of occupancy for each project for which the payment is designated and upon receipt by the Township of an invoice submitted by Homes by TLC. Payments may be made in an order different from above depending on their sequence of construction and rehabilitation.

III. Homes by TLC agrees to use the Monies to purchase and/or renovate the following properties:

A. Project Home X – Renovations to a four (4) family unit affordable housing project located at 1778 Greenwood Avenue ($111,250.00).

B. Project Home XI – Renovations to a four (4) family unit affordable housing project located at 117 Moffatt Avenue ($105,000.00).

C. Project Home IV – Renovations to existing four (4) family unit affordable housing project located at 116 Moffatt Avenue ($80,000.00).

D. Project Home IX – Renovations to existing eight (8) family affordable housing project located at 1782 and 1786 Greenwood Avenue ($40,000.00).

E. Project Home X – Additional renovations to Project Home X and Project Home IX ($51,135.00).

IV. Homes by TLC shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* except as provided for herein and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Properties shall not be age restricted and shall be available only to low- and moderate-income households income individuals. Each unit shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property is subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a period of 30 years in accordance with deed restrictions previously recorded and are not required to be extended unless so ordered by the court.

V. Homes by TLC shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements.

VI. The Monies provided by the Township shall be returned to it by Homes by TLC, Inc. if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should Homes by TLC fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.

VII. Homes by TLC shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

VIII. The disbursements of the Monies by the Township to Homes by TLC shall be made in full upon the following:

A. Approval of the Township's Spending Plan or the disbursements set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;

B. The Township is convinced of the creditworthiness of each project; and

C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).

D. Homes by TLC's compliance with the terms of this Amended Agreement set forth in Section II.

IX. Miscellaneous

A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Homes by TLC and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

SIGNATURES APPEAR ON THE NEXT PAGE

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

Attest:

Eileen A. Gore, RMC, CMC

Date: 11/21/17

TOWNSHIP OF HAMILTON

Mayor Kelly A. Yaede

Attest:

Date: 11/16/17

Homes by TLC, Inc.

(Print Name and Title)
Celia Murphree Bernstein
Vice chairperson

Homes by TLC Amended Agreement 11 13 17

26. HomeFront Transitional – 129 Moffat Avenue

Homes by TLC, Inc.
1880 Princeton Avenue
Lawrenceville, NJ 08648
609-989-9417 Fax 609-989-9423

August 28, 2018

HAMILTON		***# units***	**# of Bedrooms**	**Income Level**
322-330	*Connecticut*	*8*	all 2 bedrooms	5=VL; 3=L
40	*Francis*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	3=VL; 1=L
141	*Francis*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
1778	*Greenwood*	*4*	all 2 bedrooms	1=VL; 3=L
1782-86	*Greenwood*	*8*	all 2 bedrooms	4=V; 4=L
116	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L
117	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
129	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	transitional = VL
141	*Moffatt*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	4=VL
87	*NewKirk*	*4*	2 - 1 bedroom; 2 - 2 bedrooms	2=VL; 2=L

VL=30% of Medium
L= 50% of Medium
M= 80% of Medium

MORTGAGE NOTE MODIFICATION AND AMENDMENT

This Mortgage Note is made on this 22nd day of November , 2010

BETWEEN the Borrower(s)
[Homefront-TLC, Inc., a New Jersey nonprofit corporation]

whose address is 1880 Princeton Avenue, Lawrenceville, New Jersey 08648,

referred to as "I",

AND the Lender
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF HOUSING

whose address is 101 South Broad Street, P.O. Box 806, Trenton, N.J. 08625-0806

referred to as the "Lender".

If more than one Borrower signs this Note, the word "I" shall mean each Borrower named above. The word "Lender" means the original Lender and anyone else who takes this Note by transfer.

Borrower's Promise to Pay Principal and Interest. In return for a grant/loan that I received under Grant Agreement Numbers 2009-02149-0214-00 and 2010-02149-0325-00, I promise to pay Four Hundred Ninety-six Thousand dollars ($496,000.00) (called the "principal") to the order of the Lender. The outstanding balance will not be amortized, nor will a monthly payment against the principal balance be due. This Mortgage Note and Modification and Amendment modifies and incorporates the terms in the Mortgage Note dated July 31, 2009 which referred solely to the Grant Loan Number2009-02149-0214-00, secured by a mortgage recorded August 3, 2009 in the office of the County Recording Officer of Mercer County in Book 6010 of mortgages on Page 343.

The Lender agrees to subordinate the mortgage to a lending institution that may provide permanent financing for completion and/or operation of the transitional housing facility.

Payments. The outstanding balance of the loan will be due and payable to the Lender upon default or upon the termination or sale of the interest owned by the Borrower at premises located at 129 Moffatt Avenue, Hamilton, New Jersey (the "Property"), or upon cessation of the use of the property as a transitional housing facility.

Conditions of Loan: I agree to maintain 129 Moffatt Avenue, Hamilton, New Jersey ,so as to provide transitional housing units, as set forth in the Grant Agreement.

Forgiveness of Loan: On the first anniversary date of the final disbursement of the proceeds of both Grants Numbers 2009-02149-0214-00 and 2010-02149-0325-00, and on each successive anniversary date for 10 years thereafter, 10% of the original principal will be forgiven by the Lender upon submission to the Lender of a certification by me that the property is being utilized as transitional housing. The Lender, at its discretion, may cause an inspection to be performed to confirm the use of the property.

Mortgage to Secure Payment. The Lender has been given a Mortgage Modification Agreement dated September 21, 2010, to protect the Lender if the promises made in this Note are not kept. I agree to keep all promises made in the Mortgage covering property I own located at 129 Moffatt Avenue in the City of Hamilton, in the County of Mercer and State of New Jersey. All of the terms of the Mortgage are made a part of this Note. The Mortgage Modification Agreement shall be recorded in the office of the County Recording Officer of Mercer County. The Mortgage Modification Agreement supersedes, modifies and incorporates by reference the previously entered into Mortgage pertaining to Grant Loan Number 2009-02149-0214-00, and recorded August 3, 2009 in the office of the County Recording Officer of Mercer County in Book 6010 of mortgages on Page 343.

Default. If the property ceases to be used as a transitional housing facility, the Lender may declare that I am in default on the Mortgage and this Note. Upon default, I must immediately pay the full amount of all unpaid principal, other amounts due on the Mortgage and this Note, and, if necessary, the Lender's costs of collection and reasonable attorney fees. The Lender does not give up its right to declare a default due to any previous delay or failure to declare a default.

If I fail to make any payment required by this Note within 15 days after its due date, or if I fail to keep any other promise I make in this Note or in the Mortgage, the Lender may declare that I am in default on the Mortgage and this Note. Upon default, I must immediately pay the full amount of all unpaid principal, interest, other amounts due on the Mortgage and this Note and the Lender's cost of collection and reasonable attorney's fees.

Waivers. I give up my right to require that the Lender do the following: (a) to demand payment (called "presentment"); (b) to notify me of nonpayment (called "notice of dishonor'); and, (c) to obtain an official certified statement showing nonpayment (called a "protest"). The Lender may exercise any right under this Note, the Mortgage or any law, even if Lender has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Lender does not waive its right to declare that I am in default by making payments or incurring expenses on my behalf.

Each Person Liable. The Lender may enforce any of the provisions of this Note against any one or more of the Borrowers who sign this Note.

No Oral Changes. This Note can only be changed by an agreement in writing signed by both the Borrowers(s) and the Lender.

Signatures. I agree to the terms of this Note. If the Borrower is a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

Homefront-TLC, Inc.

Christian Toatley 11/24/10

Celia Murphree Bernstein, Vice Chairperson (Seal)

CHRISTIAN N. TOATLEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 1, 2012

27. Homefront – 141 Moffat Avenue

COUNTY OF MERCER
HOME INVESTMENT PARTNERSHIPS PROGRAM
LOAN AGREEMENT

LENDER:	COUNTY OF MERCER, a municipal corporation of the State of New Jersey, having its principal offices at McDade Administration Building located at 640 South Broad Street, Trenton, New Jersey 08611.
CHDO/ LOANEE	Homefront - TLC, Inc, a 501 (c) (3) nonprofit corporation organized under the laws of the State of New Jersey, and Community Housing Development Organization (CHDO) pursuant to HUD designation and having an address located at 1880 Princeton Avenue, Lawrenceville, New Jersey 08648.
PROJECT TYPE:	RENTAL ACQUISITION & REHABILITATION.
PROJECT:	Acquisition & Rehabilitation of four (4) affordable rental units for low-income families.
PROJECT PROPERTY:	Block 2027, Lot 12 141 Moffat Ave. Hamilton Township, NJ 08629
LOAN AMOUNT:	$250,000.00
LOAN TERM/ AFFORDABILITY PERIOD	Thirty (30) years, measured from the date of Borrower's execution of the Note and Mortgage (distribution of HOME funds).
REPAYMENT:	Deferred for Affordability Period (30 years).
INTEREST AMOUNT:	Zero

LENDER RESOLUTION AUTHORIZING LOAN: 2014 - 432
Adopted on August 14, 2014

Exhibits: A. Lender's Commitment Letter; B. Eligible Project Costs

THIS AGREEMENT is made **this** 14 **day of** August, **2014** between the County of Mercer, a municipal corporation of the State of New Jersey, having its principal offices at McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08650-0068, hereinafter called the **"County"**, and Homefront-TLC, Inc. a 501 (3) (c) nonprofit corporation organized under the laws of the State of New Jersey, and Community Housing Development Organization (CHDO) pursuant to HUD designation and having an address located at 1880 Princeton Avenue, Lawrenceville, New Jersey 08648, hereinafter called **"HF-TLC"**.

WITNESSETH

WHEREAS, the County has entered into a HOME Investment Partnerships Agreement entitled "Funding Approval and HOME Investment Partnerships Agreement" pursuant to Title II of the National Affordable Housing Act with the United States Department of Housing and Urban Development (hereinafter called "HUD"), by which HUD provides funding for eligible projects; and

WHEREAS, the County has been designated to implement a HOME Investment Partnerships Program (hereinafter referred to as the "HOME Program") in accordance with the applicable regulations, including 24 CFR Part 92; and

WHEREAS, HF-TLC has requested funding to undertake the Project as described above; and

WHEREAS, the Project described on the County's Commitment Letter, attached hereto (Exhibit A), dated **June 13, 2014**, is an eligible activity if carried out pursuant to HUD's regulations and guidelines; and

WHEREAS, the County has designated $250,000 HOME Investment Partnerships Program funds for the construction of the Project as described above; and

WHEREAS, the total HOME Investment Partnerships Program funds dedicated to this project is $250,000; and

WHEREAS, Hamilton Township, Mercer County is a participating member of the Mercer County HOME Partnerships Program Consortium; and

WHEREAS, HF-TLC will agree to acquire and rehabilitate said property for the purposes of sponsoring and developing said Project; and

NOW, THEREFORE, the parties do mutually agree as follows:

SECTION 1. AGREEMENT TO MAKE LOAN

The County agrees to make the Loan to HF-TLC for the above-described Project on and subject to all conditions, terms, covenants and agreements set forth herein and any amendment thereto which is/are attached hereto. The terms and conditions of the Note, Mortgage, and Affordable Housing Deed Restriction are hereby incorporated into this Agreement as if stated at length. In the event of any inconsistency between Loan documents, the document imposing the greater restriction or higher requirement shall control.

SECTION 2. DEFINITIONS

The following terms shall have the following meanings:

Affordable Housing Deed Restriction: The affordable housing deed restriction Loaned by HF-TLC and Hamilton Township to the County in connection with the Loan governing the affordability of the Project executed pursuant to this Loan Agreement. Said document shall require that the HOME Units (4) be maintained as affordable, as described therein and herein, for a term of thirty (30) years, computed from the date that all of the HOME Units (4) have been rented to Qualified Tenants and the project data is completed in the HUD Integrated Disbursement and Information System (IDIS) and is given an IDIS status code of complete or "CP".

Eligible Project Costs means those within the categories of costs set forth on (Exhibit B) attached hereto, as amended from time to time by a written agreement of HF-TLC and the County.

HUD: The United States Department of Housing and Urban Development.

Intercreditor Agreement(if applicable): Any Intercreditor Agreement between the County and any other lender for the Project relating to such parties' rights against HF-TLC and as to each other in connection with loans made by the parties to HF-TLC for the Project.

Mortgage: The Mortgage made by HF-TLC granting County rights in the Project property.

Property or Project Property: The property described above and in the Mortgage.

Note: The promissory note from HF-TLC in the principal amount stated above.

Permitted Encumbrances: Liens imposed by law, which are incurred in the ordinary course of business and liens created pursuant to this Agreement.

Project: The Project as described herein and in other documents being executed contemporaneously with this agreement.

HOME Unit: HOME Units are the four (4) rental units described on page 1 of this Agreement.

Qualified Tenant: A Qualified Tenant of a HOME Unit means a household whose total income at the date of their initial occupancy does not exceed the limits established by HUD.

Regulations: The regulations governing the HOME Program promulgated by HUD at 24 CFR Part 92 as may be amended from time to time.

SECTION 3. PRESENTATIONS AND WARRANTIES OF THE LOANEE.

3.1. HF-TLC represents and warrants the following:

a. HF-TLC, a 501 (c) (3) nonprofit corporation organized under the laws of the State of New Jersey.

b. HF-TLC has the requisite power and authority to sponsor and develop the Project and to carry on business as now being conducted and contemplated under this Agreement.

c. HF-TLC has the power to execute and perform this Agreement and has the power to borrow and to execute and deliver all other Loan Documents.

d. The execution and performance by HF-TLC of the terms and provisions of this Agreement and all other Loan Documents have been duly authorized by all required action, will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which HF-TLC is a party or by which it is bound, and will not be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of HF-TLC, other than the Mortgage and the Permitted Encumbrances.

e. Financial data reports and other information furnished to the County by or on behalf of HF-TLC are accurate and complete and fairly present the financial position of HF-TLC. The County shall have the right annually to review all financial records maintained by HF-TLC in relation to the Project, at a

reasonable time and on reasonable notice to HF-TLC. If just cause exists, the County shall have the right to review records for the Project on other occasions, at reasonable times and on reasonable notice to HF-TLC.

f. There has been no material adverse change in the condition, financial or otherwise, of HF-TLC since the later (i) the date of HF-TLC's most recent financial statement and (ii) the date HF-TLC submitted its application for the Project to the County.

g. There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending or, to the knowledge of HF-TLC, threatened against or affecting HF-TLC which, if adversely determined, would have a material adverse effect on the business, operations, properties (including the Premises), assets or condition, financial or otherwise of HF-TLC.

h. Occupancy of the Project property will not violate any building, zoning, subdivision, land-use, health, historic preservation, licensing, rent control, planning, sanitation, architectural access or environmental protection ordinance, regulation or law.

i. There are no defaults or sets of facts which, with the passage of time or otherwise, would constitute a default (i) under any agreements by and between HF-TLC and any other persons (natural or otherwise) having an interest in the Project Property (ii) under this Agreement or any of the other Loan Documents, or (iii) under the organizational documents of HF-TLC.

j. HF-TLC has disclosed, in writing, to the County all additional sources of funds to be utilized for the Project as evidenced by the signing of the Certification of Funds Document. Additional Sources of Funds are as follows:

Mercer County Homeless Trust Funds Non-Federal match funds	$68,000
Total from other sources:	$68,000

The proceeds of all other funds to be used by HF-TLC for the Project will provide sufficient funds to complete and operate the Project in accordance with the terms, conditions, and requirements of this Agreement.

k. HF-TLC warrants that the four (4) HOME Units acquired, rehabilitated and operated complies or will comply with the requirements set forth in the regulations of the HOME Investment Partnerships Program - Fin al Rule at 24 CFR Part 92, Section 92.251 (Property Standards), or any successor regulations. By execution of this Agreement, HF-TLC has confirmed receipt of the HOME Investment Partnerships Program - Final Rule at 24 CFR Part 92, the implementing Part of the HOME Program.

l. HF-TLC agrees to include as part of its annual audit of various HF-TLC projects, an audit of Loan funds received and disbursed during the preceding fiscal year, pertaining to the Project. A statement containing the results of this general audit, including audit information for the Project, is to be submitted to the County within one hundred days of December 31 of every year during the period this Agreement is in effect. In additional, HF-TLC shall comply with standards for Loanees Financial Management Systems and Audit Requirements for State and Local Governments (OMB Circular A -133) which are incorporated by reference.

m. HF-TLC agrees to permit authorized representatives from the County to visit the Project for evaluation purposes.

3.2. Each of the forgoing representations and warranties shall survive the making of the Loan and this Agreement and any advance of funds by the County pursuant hereto and HF-TLC shall indemnify and hold and save the County, it's officials, agents, and employees harmless from and against loss, expense, or liability directly or indirectly resulting from use of the County funds and operation of the Project, including, without limitation, costs of defending or settling any claim arising therefrom against the County.

3.3. In the event that the County discovers that HF-TLC has failed to provide the County with material information pertinent to the Project or HF-TLC's financial condition the County shall have the right to declare HF-TLC ineligible for any future funding and take any other action that is available to it under law.

3.4. The County reserves the right to suspend, withhold or terminate payment of said Loan in whole or in part for the following reasons:

a. Improper use of funds.

b. Failure to comply with all terms and conditions of this Agreement.

c. Failure to comply with all requirements and conditions imposed by HUD.

d. If the carrying out of the terms of this Agreement is determined impossible for any reason including changes in federal law or the unavailability of HOME funds from HUD which are necessary for the Project.

SECTION 4. CONDITONS TO LOAN

4.1. HF-TLC shall have and maintain good and marketable title to the Property in fee simple and full possession thereof free and clear of all liens and encumbrances except for such encumbrances that the County approves at the time of making this Agreement or subsequently in writing. The encumbrances for financing the Project approved by the County are mortgages securing the following:

- HOME Program Deferred Loan $250,000.
- Mercer County Homeless Trust Fund Grant $68,000.

4.2. HF-TLC shall duly execute and deliver the following documents when applicable to the County:

(a) Note;
(b) Mortgage, Security Agreement and Conditional Assignment of Leases And Rents;
(c) Affordable Housing Deed Restriction;
(d) Any other documents required by the County.

4.3. Term of Affordable Housing Deed Restriction. The Restrictions imposed by the Affordable Housing Deed Restriction document shall be effective on HF-TLC's execution of it, regardless of whether it is recorded in the Mercer County Clerk's Office, as contemplated by the parties. The Restrictions shall expire on the earlier of:

a. County and HF-TLC's executing and recording a document removing the restrictions or

b. the expiration of thirty (30) years after all of the HOME Units (4) have been leased.

4.4. HF-TLC shall comply with all conditions stated in all other documents being executed in connection with the Project, whether or not the Lender is a party to them, as well as with terms and conditions of the Loan contained in the Commitment, as amended.

4.5. HF-TLC covenants and agrees that prior to the beginning of this operation, it will produce and deliver to the County certificates of insurance written with an insurance company currently admitted in New Jersey, insuring the contractor and stating that the County of Mercer is and "ADDITONAL NAMED INSURED WITH RESPECT ONLY TO LIABILITY COVERAGE AFFORDED BY THE POLICY", insuring against Bodily Injury and Property damages in the amount of $1,000,000 combined single limit.

Said liability insurance shall be the Comprehensive General Liability form including Premises Operations, and including Independent Contractors, Explosion, Collapse and Underground Hazard, Broad Form Property Damage and Blanket Contractual.

A certificate of insurance for Workers Compensations shall also be provided to the County.

4.6. Tenant eligibility shall be determined in accordance with the Section 8 definition of income found at 24 CFR Part 5. On an annual basis the County shall have the right to review the income for tenants of the HOME Units (4). The County shall have the right to require that HF-TLC designate a Project Unit as a HOME Unit if the County finds that HF-TLC rented a HOME Unit to a tenant who did not satisfy the income eligibility criteria at the time the lease was executed.

4.6.1 The County shall have the right of approval of any lease form that HF-TLC proposes to use.

4.7. HF-TLC general contractor and all subcontractors which will provide services on the Project Property shall sign and deliver to the County an agreement by which the contractor or subcontractor agrees to carry workers compensation and public liability insurance in amounts specified by the County; to warrant the contractor's workmanship and indemnify the County for losses and claims consequential to the contractor's involvement in the Project.

4.8 Property Acquisition. HF-TLC shall purchase said property within ninety (90) days of this Agreement. The County shall extend said period for an additional thirty (30) day increments upon HF-TLC's production of evidence of good cause therefore.

4.9. Commencement of Project Work. HF-TLC shall commence work on the Project within one hundred eighty (180) days of the date of this Agreement. At a minimum, by the 180th day after execution of this Agreement, HF-TLC shall have entered into an agreement with the contractor, begun site work or begun purchasing supplies for the Project. If requested to do so, HF-TLC shall provide evidence of commencement to the County.

4.10. Completion of Project Work. HF-TLC shall complete construction of the Project within twelve (12) months of the date of this Agreement. The County shall extend said period for a length of time determined reasonable upon HF-TLC's production of evidence of good cause therefore.

4.11. Rental HOME Units. HF-TLC shall provide the County a copy of the Notice of Occupancy and any other permits that are conditions to the occupancy of a HOME Unit. The County shall have the right to inspect the Property and each HOME Unit.

4.12. Deadline for Lease of HOME Units. HF-TLC shall rent all of the HOME Units (4) within eighteen (18) months of executing this Agreement. The County shall have the right, but not the obligation, to extend this time period. HF-TLC shall provide the County notice of the rental of each HOME Unit.

4.13. Failure to Rent HOME Units. HF-TLC's failure to rent all of the HOME Units by the above-stated deadline shall constitute a default of this Agreement, entitling the County to take any action described in this Agreement for HF-TLC defaults.

4.14. Project Budget. HF-TLC has submitted as part of the HOME application a budget that outlines costs associated with the construction of the Said Project. The County has reviewed and accepted the project budget as follows:

Item Cost	Projected Cost
Acquisition	$ 219,900.00
Rehabilitation	$ 93,100.00
Appraisal/Market Study	$ 2,000.00
Building Permits	$ 1,000.00
Attorney	$ 0
Title, Recording, Closing Costs	$ 1,000.00
Other	$ 1,000.00
Total Projected Budget	$ 318,000.00

4.14.1. Criteria for Reimbursement of Eligible Project Costs. Project expenses shall be paid based on vouchers or invoices for actual expenses incurred. Requests for payment must be submitted by HF-TLC utilizing the AIA Document G702 Application and Certification For Payment or equivalent, with adequate and proper documentation of eligible costs incurred in compliance with 24 CFR Section 92.206 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget. Progress payments will not

exceed the following cumulative maximum percentages of total project costs at the following stages of project completion:

Milestone	Percentage	
1. Acquisition (at closing)	100%	($219,900.00)
2. Rehabilitation	50%	(15,050.00)
(50% completed)	50%	(15,050.00)

The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are accurate and reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed.

HF-TLC may submit a final invoice upon completion. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME Program regulations, including submission of a compliance report and documentation of eligible occupancy, property standards and long-term use restrictions.

The County shall have the right to review and audit all records of HF-TLC pertaining to any payment by the County. Said records shall be maintained for a period of five years after completion.

4.15. HF-TLC must make sure housing opportunities are made available without discrimination based on race, color, national origin, age, sex, religion, familial status, or disability in accordance with fair housing laws. In additional, HF-TLC shall not discriminate against an applicant based on receiving direct rental subsidy, such as Section 8 voucher or tenant-based rental assistance in accordance with Part 92.252 (d). At a minimum, HF-TLC shall comply with all applicable federal laws and regulations with regard to Fair Housing:

a. Title VI of the Civil Rights Act of 1964
b. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) as amended by at 24 CFR 100
c. Age Discrimination Act of 1975, as amended at 24 CFR Part 146
d. Executive Order 11063, as amended by 12259 at CFR Part 107
e. Section 504 of the Rehabilitation Act of 1973 per 24 CFR Part 8
f. The Fair Housing Act (42 U.S.C. 3601-3620)

4.16. Title II of the American Disabilities Act (ADA) requires that all programs, services and activities, which are contracted out by a governmental entity,

must be accessible to a person with disabilities. HF-TLC, will comply with the provisions of Title II of the ADA. HF-TLC, will submit a written plan to the County, which describes the method in which the Project will be made available to disabled individuals as defined in ADA. The plan must consist of procedures to ensure information regarding the availability of accessible units reaches eligible persons with disabilities and that provides for reasonable, nondiscriminatory steps to be taken to make sure that accessible units that become available are offered first to persons with disabilities who require accessibility features. Said plan must be submitted to the County Office of Housing and Community Development prior to execution of this agreement. HF-TLC, further ensures that it will not discriminate against disabled persons in any aspect of employment, inclusive of the application process, hiring, training, advancement and wages, benefits or employer-sponsored activities.

4.17. Other applicable federal requirements:

a. Executive Order 11593
b. Executive Order 11246 - Equal Employment Opportunity, as amended per 41 CFR Part 60.
c. Federal Labor Standards Provisions
d. National Environmental Policy Act of 1969
e. Flood Disaster Protection Act of 1973(PL 93-234)
f. HUD Lead-Based Paint Poisoning Prevention of 1974
g. Clean Air Act, as amended, 42 USC 1857, et seq.
h. Archaeological and Historic Preservation Act of 1974
i. Architectural Barrier Act of 1968
j. Hatch Act
k. Federal Water Pollution Control Act, as amended, 33
l. USC 1251, et seq.
m. National Flood Insurance Program
n. Section 3 of the Housing & Urban Development Act of 1968

4.18. Tenant Income Targeting and Standards. During the term of this Agreement the Project Units shall be leased at a minimum to at least one (1) family (as defined below) whose annual incomes are at or less than FIFTY PERCENT (50%) of the median income for the Area (as defined below) ("Very Low Income Families") based on family size as determined by HUD and the remainder of the Project Units three (3) to Families whose annual incomes are at or less than SIXTY PERCENT (60%) of the median income for the Area (as defined below). A "Family" is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The "Area" is defined as the Trenton-NJ PMSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18

years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).

Income limits established under this Agreement effective January 22, 2014:

1 - person	50%	$33,450	2 - person	50%	$38,200
1 - person	60%	$40,140	2 - person	60%	$45,840
3 - person	50%	$43,000	4 - person	50%	$47,750
3 - person	60%	$51,600	4 - person	60%	$57,300
5 - person	50%	$51,600	6 - person	50%	$55,400
5 - person	60%	$61,920	6 - person	60%	$66,480

HF-TLC is responsible for verifying tenant incomes set forth herein at the time of the leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such tenants.

4.19. Rental Amount Limits. Rental amounts shall comply with Part 92.252 as follows:

The monthly rent charged for the Project Units to be rented to families whose incomes are at or below fifty percent of median area income shall not be greater than thirty percent (30%) of the monthly gross income which includes a utility allowance of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. The monthly rent charged for the Project Units to be rented to families whose incomes are above fifty percent of median area income shall not be greater than the lesser of the Fair Market Rent for Mercer County as established by HUD or thirty percent (30%) of the monthly gross income of a Family whose income equals sixty-five percent (65%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause, HF-TLC shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family. The County will provide updated schedules and information as follows:

a. Income Limits - HUD published income limits to define low-income and very low-income households (Annually);
b. Rent Limits - HUD published High and Low HOME Rent limits that represent the maximum amount of rent **(including utilities)** that can be charged to low-or very low-income household respectively (Annually);

Rent limits established under this Agreement effective April 2014:

Low HOME Rent Limits		High HOME Rent Limits	
0 BR	$837	0 BR	$900
1 BR	$897	1 BR	$1017
2 BR	$1077	2 BR	$1225
3 BR	$1244	3 BR	$1584
4 BR	$1388	4 BR	$1748

c. Utility Allowance - E stimated utility costs, as established by the County. If the tenant must pay utilities, the allowance must be deducted from the HOME rent in order to determine the maximum rent that can be charged for the HOME Unit.

d. Other changes to HOME requirements - Any rule, policy, or procedure changes that affect the property management of the project.

4.20. Initial Proposed Rents. Prior to initial occupancy of a Project Unit and annually thereafter as part of the annual reports required under Section 8 above, HF-TLC shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all units in the Project. The rent schedule shall include both the maximum rents applicable to units as described above as well as the actual rents to be charged to over-income Families. Such schedule shall be subject to the approval of County for compliance with the requirements of this Agreement.

4.21. Over-income Household. If a tenant no longer qualifies as low-income, the tenant must pay rent the lesser of the amount payable by the tenant under State or local law or 30 percent of the family's adjusted income. HF-TLC cannot terminate an over-income household's tenancy based on income.

SECTION 5. PERFORMANCE STANDARDS.

5.1. HF-TLC covenants and agrees to comply with all of the terms and conditions of the Loan Documents and the Regulations, as well as with the requirements of any other lender providing funds for the Project until the Loan

and all other sums required to be paid by the Borrower under the Loan Documents have been paid in full and until the affordability period has expired.

5.2. HF-TLC covenants and agrees that it shall pursue implementation of the Project in a timely manner in accordance and compliance with the approved plans and specifications and the Project Budget; all applicable laws, regulations, codes and ordinances and County standards for the project including, but not limited to, the National New Housing Code and Model Energy Code (if applicable), HUD Housing Quality Standards, and state and local codes.

5.3. HF-TLC shall provide such documentation or other evidence acceptable to the County necessary to establish the following:

(a) certificates of occupancy for all Home Units (4).

(b) the Project Property complies with all laws, codes, ordinances and regulations referred to in Section 5.2 and

(c) all funds, if any, advanced hereunder were expended for Eligible Project Costs.

5.4. HF-TLC covenants and agrees to maintain compliance with the following:

(a) all applicable laws, rules and regulations, whether federal, state, or local;

(b) the organizational documents of HF-TLC;

(c) all restrictions or other encumbrances on title to the Project Property;

(d) national and local boards of fire underwriters and

5.4.1 Within thirty (30) days of the County's request thereof, HF-TLC shall provide confirmation acceptable to the County of HF-TLC's compliance with Section 5.4.

5.5 HF-TLC agrees to comply with the following:

(a) Keep proper and separate books of account and make, or cause to be made full and true entries of all dealings and transactions of every kind relating to the Property, which books and records will be open to inspection by the County, its agents and representatives at all times at the Property of the offices of HF-TLC or the County.

(b) Within six (6) months after the end of each year deliver to the County's Housing Office a copy of HF-TLC's Annual Audit Report; within 30 days of HF-TLC's receipt of County's request therefore, a copy of such reports, financial statements, records, and other information relating to the financial condition or operations of HF-TLC and the construction and operation of the Project, as the County may reasonably require, including, but not limited to, evidence demonstrating that the Project is being operated consistently with this Agreement, the organizational documents of HF-TLC, the Regulations and the Loan Documents. The County shall have the right to annually inspect HF-TLC's files pertaining to the Project and, if circumstances warrant, the right to inspect at any time.

(c) HF-TLC shall cooperate fully with an audit survey of the Project.

5.6. HF-TLC shall comply with all applicable federal statutes and executive orders, as well as rules and regulations promulgated by HUD including, but not limited to, the applicable (as determined by the County) CFR Part 84 - in particular, sections 84.2, 84.5, 84.13 - 84.16, 84.21, 84.22, 84.26-28, 84.30-31, 84.34-37, 84.40-48, 84.51, 84.60-62, 84.72 and 84.73. The failure of this document to specifically name any statute, regulation or Executive order in this Loan Agreement shall not be construed as permitting a violation thereof.

5.7. HF-TLC shall establish and maintain records as prescribed in 24 CFR 92.508 (HOME Investment Partnerships Program - Final Rule). HF-TLC shall provide, within thirty (30) days of receipt of the County's request therefore, reports on forms provided by the County or other format acceptable to the County regarding the use of funds provided by the County; progress toward implementation of the activity described in the Project Schedule, income and demographics of Project beneficiaries, or any other type or report deemed necessary by the County in its sole discretion, whether the report is for the County's use of for use by HUD. Compliance documentation must be submitted at such increments (e.g., monthly, quarterly, etc.) as the County specifies.

5.8. HF-TLC shall perform all its obligations and agreements contained in the Loan Documents, the organizational documents of HF-TLC, and any other agreements or instruments to which HF-TLC is a party and which relate to the Loan or to the Project. HF-TLC shall give notice to the County of any written notices received by it from the holders of any other loans or mortgages on the Project Property relative to any default or delinquency thereof, and upon the request of the County, HF-TLC shall inform the County of the status of said loans or mortgages. HF-TLC shall not increase the amount of, amend, terminate, renew, extend or refinance any mortgage that has priority over the

mortgage given to the County without the County's express prior, written consent.

5.9. HF-TLC shall indemnify, exonerate and hold harmless the County, its officers, employees, servants, contractors and agents, from any and all liability, loss, cost, damage and expense (except costs specifically approved as part of Project financing), including attorney's fees, which it incurs in connection with the Loan or the Loan Documents or by reason of any good faith action taken by the County in relation thereto. HF-TLC shall not consider and County shall not be considered to be a joint venturer or co-operator of the Project by reason of County's funding thereof.

5.10. HF-TLC shall renew all licenses or other permits required for operation of the Project before they expire, and provide the County with copies of the same within 30 days of receipt.

5.11. HF-TLC shall carry out each activity provided for in this Agreement and in the other Loan Documents in compliance with all applicable federal laws and regulations as described in 24 CFR:

a. Part 92.250 Maximum Per-unit Subsidy Amount

The total amount of HOME funds that the County may invest on a per-unit basis in the said project may not exceed the per-unit dollar limitations established under section 221(d)(3) (ii) mortgage limits for elevator-type projects by bedroom size. The effective date for these limits was January 1, 2012 (as published in the Federal Resister on December 22, 2011) and remain in effect. Information on the limits are available at http://www.gpo.gov/fdsys/pkg/FR-2011-12-22/pdf/2011-32811.pdf.

Mercer County	
0-Bedroom	$ 132,814
1-Bedroom	$ 152,215
2-Bedroom	$ 185,136
3-Bedroom	$ 239,506
4-Bedroom	$ 262,903

Said Project Maximum Per-unit Subsidy Amount may not exceed the one bedroom amount of $ 132,814 and two bedroom amount of $ 185,136. Purposes of this Agreement, the actual HOME subsidy per unit is as follows:

1-Bedroom	$ 55,000
2-Bedroom	$ 70,000

The County has evaluated the Said Project in accordance with subsidy layering guidelines that it has adopted and will not invest any more HOME funds, in combination with other government assistance, than is necessary to provide four (4) HOME units.

b. Part 92.251 (Property Standard Requirements)

HF-TLC must maintain all HOME-assisted housing units in compliance with the State of New Jersey and Township of Hamilton housing quality standards and code requirements throughout the affordability period, as required by Part 92.251 (a)(4).

Said Project must meet the International Energy Conservation Code issued by the International Code Council.

Said Project must meet the design and construction requirements of the Fair Housing Act.

c. Part 92.252 (Qualification as Affordable Housing: Rental Housing)

HF-TLC must rent all four (4) units in the said Project to households who are eligible as low-income households and must meet requirements under this section to qualify as affordable housing.

The County must review and approve rents proposed by HF-TLC and determine that the rents which include utility allowances do not exceed the maximum allowable gross rent. HF-TLC must provide at least 30 days written notice to the tenant prior to increasing the rent.

The said Project will maintain a thirty (30) year affordability period beginning after project completion.

HOME-assisted units will remain fixed throughout the period of the affordability period.

d. Part 92.253 (Tenant and Participation Protections)

A lease between a tenant and HF-TLC must be for not less than one year, unless mutual agreement is made between the tenant and HF-TLC. If the tenant has agreed to an alternate lease term, the tern may not be for less than 30 days, and the agreement should be noted in writing, and retained t in the tenant's file.

HF-TLC may not terminate the tenancy or refuse to renew the lease of a tenant, except for allowable reasons; serious or repeated violation of the terms and conditions of the lease; violating Federal, State. Or local law; or other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before termination of tenancy. HF-TLC must provide at least 30 days written notice to the tenant prior to increasing the rent per Part 92.252 (f) (3).

HF-TLC is prohibited from including the following clauses in the lease with the tenant:

* *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
* *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
* *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
* *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
* *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
* *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;
* *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
* *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

The tenant leases must comply with State of New Jersey landlord -tenant law as well as Township of Hamilton landlord-tenant ordinances.

e. Part 92.257 (Religious Organizations)

HF-TLC can not require a beneficiary to participate in inherently religious activities such as workshop, religious instruction, or proselytizing.

HF-TLC is permitted to retain its independence from Federal, State, and local governments to carry out its mission, including definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. It is acceptable for HF-TLC's Board of Directors to be selected based on religious practice and that religious references in its mission statement and other governing documents are acceptable per Part 92.257 (c).

HF-TLC must serve all eligible beneficiaries without regard to religion, and may not restrict HOME -assisted housing to people of a particular religion or religious denomination.

f. Part 92.303 (Tenant Participation Plan)

HF-TLC as a Community Housing Development Organization (CHDO) must adhere to a fair lease and grievance procedure approved by the County and provide a plan for and follow a program of tenant participation in management decisions.

g. Part 92.351 (Affirmative Marketing)

Said project contains four (4) units. This Part would not pertain to this project. Affirmative marketing requirements pertain to projects of five (5) or more units.

h. Part 92.352 (Environmental Review)

No HOME Program funds may be advanced to this project before the completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR Part 58.

HF-TLC, will, in connection with the Project, comply with all federal laws and regulations described in 24, CFR 92, Subpart H, as applicable to the Project, except that HF-TLC does not assume

Mercer County's responsibilities for environmental review of the project set forth in 24 CFR Section 92.352 or the requirement for intergovernmental review set forth in 24 CFR Section 92.359.

The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval. And that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review and receipt by the County of a release of funds approval from the U.S. Department of Housing and Urban Development under 24 CFR Part 58.

Furthermore, HF-TLC will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

i. Part 92.353 (Displacement, Relocation and Acquisition)

HF-TLC will take all necessary steps possible to minimize displacement in the project. HF-TLC must meet the requirements of the Uniform Relocation Assistance and real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C 4201-4655) and the implementing regulations at 49 CFR Part 24. HF-TLC should refer to this Part for additional guidance on displacement, relocation, and acquisition as it relates to this project.

j. Part 92.354 (Labor)

Davis-Bacon Act (40 U.S.C. 276a-276a-5) requirements apply to the construction or rehabilitation of housing that includes twelve (12) or more HOME assisted units. The Said Project consists of four (4) HOME assisted -units and does not require compliance with this Act.

k. Part 92.355 (Lead Base Paint)

In accordance with Title 24: Housing and Urban Development, PART 35—LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN

RESIDENTIAL STRUCTURES; As HF-TLC is acquiring said property for habitation of families and therefore shall be responsible for complying with all applicable subparts as they apply to the conformance of the treatment of Lead Based Paint.

Subpart A—Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property

Subpart B—General Lead-Based Paint Requirements and Definitions for All Programs.

Subpart J - Evaluation and hazard reduction requirements and ongoing lead-based paint maintenance activities.

Subpart R—Methods and Standards for Lead-Paint Hazard Evaluation and Hazard Reduction Activities

All reports resulting from testing or clearance shall be forwarded to the County of Mercer for review and documentation.

l. Part 92.356 (Conflict of Interest)

HF-TLC as owner and developer of said project may not occupy a unit in the project without the express written permission of the County. In addition, no officer, employee, agent, or consultant on HF-TLC may occupy a HOME-assisted unit without express written permission of the County.

5.12. HF-TLC must comply with anti-lobbying legislation at 24 CFR Part 87:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, a n officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5.12. HF-TLC shall use Loan proceeds solely for Eligible Project Costs and ensure that the proceeds of the Loan will not be reloaned or assigned to any parts and will not be used for any purpose prohibited by the Loan Documents or Regulations.

5.13. HF-TLC shall notify in writing of any change to HF-TLC's charter, bylaws or Board of Directors within 30 days of the effective date of said change.

SECTION 6. EVENT OF DEFAULT

6.1. HF-TLC shall be deemed to be in default under this Agreement upon the occurrence of any one or more of the following events:

a. HF-TLC fails to comply with any term or condition of this Agreement, except that if the failure is the rental of a HOME Unit to a family that is not eligible therefore HF-TLC shall rent another Project unit, as a HOME Unit, within ninety (90) days of the earlier of HF-TLC's or County's finding that a HOME - designated Unit has been leased to an ineligible family or household.

b. HF-TLC assigns this Agreement or any money advanced hereunder or any interest herein or the Project Property is sold, conveyed, assigned, leased or otherwise transferred other that in accordance with the terms of this Agreement and the Affordable Housing Restrictions document.

c. Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or the Loan is false in any material respect, with materiality being a matter solely within the County's opinion.

d. HF-TLC fails to pay amounts owed on the Note or any other indebtedness HF-TLC after the same shall become due and payable within ten days of receiving notice from the County of a Default.

e. HF-TLC defaults in the due observance or performance of any other covenant, condition or agreement to be observed or performed by HF-TLC pursuant to the terms of the Loan Documents and the continuance of such default for 30 days after

written notice thereof from the County to HF-TLC provided, however, that if the curing of such default cannot be accomplished with due diligence within the said period of 30 days then HF-TLC shall have such additional period of time to cure such default as County determines is reasonably necessary - provided HF-TLC shall have made good-faith efforts to cure such default within the said period, such cure shall have been diligently prosecuted by HF-TLC thereafter to completion and the County does not reasonably deem the Mortgage Property jeopardized by such further delay.

f. HF-TLC (i) applies for or consents to the appointment of a receiver, trustee or liquidator of it or any its property, (ii) admits in writing its inability to pay its debts as the mature, (iii) makes a general assignment for the benefit of creditors, or (iv) is adjudicated a bankrupt or insolvent (however such insolvency may be evidenced).

g. Any proceeding is commenced by or against HF-TLC under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, but if such proceedings are instituted no Event or Default shall be deemed to have occurred hereunder unless HF-TLC either approves, consents to, or acquiesces in such proceedings, or such proceedings are not dismissed within 120 days.

h. An order, judgment or decree is entered by any court of competent jurisdiction approving a petition seeking reorganization or approving the appointment off a receiver, trustee or liquidator of HF-TLC or all or a substantial part of HF-TLC's assets, and such order, judgment or decree shall continue unstayed and in effect for a period of 120 days.

i. Any change in the legal form of, or the beneficial interest in HF-TLC or substantial reorganization, termination or dissolution of HF-TLC.

j. Any judgment, warrant, writ of attachment or any similar process, in an amount not insured against by HF-TLC and exceeding $100,000 or, if more that one action, when added together all such actions exceed $100,000, is issued or filed against HF-TLC or against HF-TLC's property or assets, and is not vacated, bonded or stayed within 120 days, except that this provision shall not apply to such litigation matters involving HF-TLC as have been disclosed to and consented to by the

County in writing prior to the date of the execution of this Agreement.

k. Default on the part of HF-TLC, continuing beyond any applicable grace period, in the due observance or performance of any other covenant, condition or agreement to be observed or performed pursuant to any promissory notes or mortgages now or hereafter existing entered into by HF-TLC.

l. Subject to subsection "a" herein, HF-TLC rents a HOME Unit to other than a Qualified Tenant as defined herein.

The County will provide to HF-TLC in writing a notice of any default or event. HF-TLC will be given the opportunity to cure any and all default (s) or event (s) as described in this Section.

The County will also provide notice to Hamilton Township, in writing a notice of any default or event. The Township will be given the opportunity to cure any and all such default(s) and event(s) as described in this Section.

SECTION 7. LENDER'S RIGHTS ON BORROWER'S DEFAULT

County shall have the rights described in this Section and in any of the Loan Documents or that may be available at law or in equity upon the occurrence of any event of default described in Section 6, subject to the rights of the holder of any mortgage having priority over the County's Mortgage and to the terms of any Intercreditor Agreement to which the County is a party.

7.1. County shall have all remedies, whether at law or equity, that are available for breach of this Agreement or any of the other Loan documents. Said rights shall include, but are not limited to, the commencement of foreclosure proceedings under the Mortgage the right to cure HF-TLC's defaults as more fully set forth in the Mortgage or the commencement of an action seeking specific performance under any Loan Document, whether or not the indebtedness evidenced and secured by the loan Documents otherwise shall be due and payable, and whether or not the County shall have instituted any foreclosure proceedings or other action for the enforcement of its rights under any of the Loan Documents. Failure of the County to exercise any rights or remedies at any time shall not constitute a waiver of any of the rights or remedies of the County.

7.2. Upon County's foreclosure of the Note the Loan Amount and any other such indebtedness to County shall become forthwith due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by HF-TLC.

7.3. For the purposes of carrying out the provisions and exercising the rights, powers and privileges Loaned by this Section 7, HF-TLC hereby irrevocably constitutes and appoints the County its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any instruments and do and perform any acts which are referred to in this Section 7, in the name an on behalf of HF-TLC. The power vested in such attorney-in-fact is, and shall be deemed to be, coupled with an interest and irrevocable.

SECTION 8 MISCELLANEOUS

8.1. Except as otherwise provided herein, HF-TLC shall not assign or attempt to assign, directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior, written consent of the County in each instance. Any assignee shall be bound by all the terms of the assigned documents.

8.2. Any notice, request, instruction or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. Either party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other party in the matter herein provided for giving notice. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the day on which personally delivered, or, if sent by certified or registered mail, on the day on which mailed.

8.3. The Loan Documents shall be construed in accordance with and governed by the laws of the State of New Jersey. Any litigation concerning this Agreement or any of the matters covered herein between the County and HF-TLC shall be in the Superior Court of New Jersey, Mercer County vicinage.

8.4. No modification or waiver of any provision of the Loan Documents, nor consent to any departure by HF-TLC therefrom shall in any event be effective unless the same shall be in writing and signed by the party against who enforcement of the modification, waiver or consent is sought, and then such modification waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of the County in exercising any right, power or privilege hereunder or under the Note or the Loan Documents shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8.5. This agreement and all covenants, agreements, representations and warranties made herein shall survive the making by the County of the Loan and the execution and delivery to the County of the Loan Documents, and shall continue in full force and effect so long as the Note is outstanding and unpaid.

This Agreement shall inure to the benefit of and be binding on the successors and assigns of the County and the successors and assigns of the HF-TLC.

8.6. All Exhibits referred to in this Agreement are by such references full incorporated herein.

In WITNESS WHEREOF, the County and HF-TLC have each caused this Agreement to be executed by their respective duly authorized officers or legal representations on the dates reported:

BORROWER:

ATTEST:

Homefront - TLC, Inc, a 501 (c) (3) nonprofit corporation organized under the laws of the State of New Jersey, and Community Housing Development Organization (CHDO) pursuant to HUD designation.

Connie Mercer, Executive Director
Homefront Inc.

By: _____
Celia Murphree Bernstein, Chair
Homefront - TLC, Inc.

LENDER:

ATTEST:

Jerlene H. Worthy
Clerk to the Board

COUNTY OF MERCER

By: _____
Brian M. Hughes
County Executive

ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF MERCER : S.S.

I certify that on this date Connie Mercer and Celia Murpfree Bernstein personally came before me and acknowledged under oath, to my satisfaction, that

(a) Homefront-TLC, Inc. ("HF-TLC") is the Borrower named in this Agreement;

(b) HF-TLC, a 501 (c) (3) nonprofit corporation organized under the laws of the State of New Jersey, and Community Housing Development Organization (CHDO) pursuant to HUD designation.

(c) Celia Murphree Bernstein of HF-TLC and Connie mercer Executive Director of Homefront, Inc.;

(d) HF-TLC has authorized the making and execution of this Agreement and all other documents required by the Lender in connection with this loan;

(e) Both individuals are authorized to execute and deliver this agreement for and on behalf of HF-TLC and

(i) Both Individuals signed and delivered this Agreement as the voluntary act and deed of HF-TLC for the uses and purposes therein expressed.

Sworn and Subscribed to before me this _____day of _____, 2014.

_____

Notary Signature

COUNTY OF MERCER
HOME INVESTMENT PARTNERSHIPS PROGRAM

HOME LOAN AGREEMENT

EXHIBIT B - ELIGIBLE PROJECT COSTS

LENDER:	COUNTY OF MERCER, a municipal corporation of the State of New Jersey, having its principal offices at McDade Administration Building located at 640 South Broad Street, Trenton, New Jersey 08611.
CHDO/ GRANTEE	HomeFront - TLC, Inc, a 501 (c) (3) nonprofit corporation organized under the laws of the State of New Jersey, and Community Housing Development Organization (CHDO) pursuant to HUD designation and having an address located at 1880 Princeton Avenue, Lawrenceville, New Jersey 0864.
PROJECT TYPE:	RENTAL ACQUISITION & REHABILITATION.
PROJECT:	Acquisition & Rehabilitation of four (4) affordable rental units.
PROJECT PROPERTY:	Block 2027, Lot 12 141 Moffat Ave. Hamilton Township, NJ 08629
LOAN AMOUNT:	$250,000.00
LOAN TERM/ AFFORDABILITY PERIOD	Thirty (30) years, measured from the date of Borrower's execution of the Note and Mortgage (distribution of HOME funds).
REPAYMENT:	Deferred for Affordability Period (30 years).
INTEREST AMOUNT:	Zero

For purposes of this Agreement and Subject to the Lender's review and approval, **Eligible Project Costs** shall be for related soft costs, acquisition, development hard costs, financing costs, start-up costs, reserves and/or escrows associated with the development of the project per 24 CFR Part 92.206 as amended. Eligible Project Costs already expended (paid for) by Borrower **shall not** be reimbursed.

COUNTY OF MERCER, NEW JERSEY *RESOLUTION NO. 2014-* 432

Approved as to Form and Legality

.....
County Counsel

Date

August 14, 2014

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A COUNTY OF MERCER CONSORTIUM AGREEMENT WITH HOMEFRONT-TLC FOR A LOAN AWARD TOTALING $250,000.00 PURSUANT TO THE HOME INVESTMENT PARTNERSHIPS PROGRAM - HOUSING PRODUCTION PROGRAM. (FEDERAL FUNDS $250,000.00 - NO COUNTY FUNDS)

WHEREAS, Title II of the National Affordable Housing Act of 1990 established the "HOME INVESTMENT PARTNERSHIPS PROGRAM"; and,

WHEREAS, the County of Mercer acts in a representative capacity as the lead agency on behalf of eleven (11) constituent municipalities in a consortium to apply for housing assistance monies through the "HOME INVESTMENT PARTNERSHIPS PROGRAM"; and,

WHEREAS, HomeFront-TLC, Inc., a 501 (c) (3) nonprofit corporation organized under the laws of the State of New Jersey has applied to the Mercer County HOME Investment Partnerships Program - Housing Production Program for a loan totaling two hundred and fifty thousand dollars ($250,000.00); and,

.....
Clerk to the Board

RECORD OF VOTE

FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X						Frisby	X					
Carabelli	X					✓	Walter	X					
Cimino	X						Koontz	X					
Colavita	X				✓								

X—Indicates Vote Abs.—Absent N.V.—Not Voting
Res.—Resolution Moved Sec.—Resolution Seconded

WHEREAS, HomeFront-TLC, Inc. will use the proceeds for the acquisition and rehabilitation of four (4) affordable rental units located at 141 Moffat Ave., Hamilton Township, Mercer County, New Jersey 08629.

WHEREAS, upon completion, project will provide affordable housing opportunities for four (4) Mercer County homeless families; and,

WHEREAS, the HOME Housing Production Program application has been reviewed by the Housing and Community Development Office which finds the proposed project meets the criteria of an eligible activity established for the HOME Program; and,

WHEREAS, the loan amount will not exceed a total amount of two hundred and fifty thousand dollars ($250,000.00) for the above mention acquisition and rehabilitation project; and,

WHEREAS, the loan amount will be secured by a Mortgage and Note: and,

WHEREAS, the loan term will be for thirty (30) years and will carry an affordability period of thirty (30) years per program design; and,

WHEREAS, the loan's thirty (30) year affordability period will be enforced by an affordable housing deed restriction to be recorded with the deed; and,

WHEREAS, the County of Mercer has conducted Public Hearings to solicit input for provision of funds; and,

WHEREAS, the HOME Investment Partnerships Program rules and regulations require a minimum of fifteen percent (15%) of all Federal funds be set aside to assist qualifying Community Housing Development Organizations (CHDO's); and,

WHEREAS, HomeFront-TLC, Inc., has been certified by the Mercer County, Office of Housing and Community Development as a qualifying Community Housing Development Organization (CHDO) pursuant to the Federal HOME Investments Partnerships Program rules and regulations; and,

.....

Clerk to the Board

WHEREAS, Hamilton Township the host community endorsed the proposed project with a letter of support dated June 6, 2014; and,

WHEREAS, the County Consolidated Plan identifies the production of affordable rental housing for low and moderate income populations as a priority housing activity; and,

WHEREAS, a loan totaling two hundred and fifty thousand dollars ($250,000.00) will be made available per Federal draw down to the Mercer County HOME Program Trust Accounts; and,

WHEREAS, an Agreement is necessary to set forth the terms under which Mercer County will award said loan; now, therefore,

BE IT RESOLVED, that the County Executive and the Clerk to the Board be and are hereby authorized to execute the County of Mercer Consortium Agreement with HomeFront-TLC, loan in the amount two hundred and fifty thousand dollars ($250,000.00) pursuant to the HOME INVESTMENT PARTNERSHIPS PROGRAM (Federal Funds $250,000.00 - No County Funds); and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward three (3) certified copies of this Resolution, together with four (4) original copies of the executed County of Mercer Consortium Agreement, to the Mercer County Housing and Community Development Office for distribution.

I hereby certify this to be a true copy of the original
Mercer County Board of Freeholders

.....
Clerk to the Board

28. Homefront XVI - GP&TL
Connecticut Avenue

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 19-386

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO HOMES BY TLC, INC., TO CONSTRUCT AN AFFORDABLE HOUSING PROJECT (16 UNITS) ON CONNECTICUT AND LYNWOOD AVENUES IN THE TOWNSHIP OF HAMILTON ($70,000.00 PER UNIT; $1,120,000.00 TOTAL GRANT AMOUNT)

Whereas Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 16, 2008; and

Whereas Hamilton Township petitioned the Superior Court on July 7, 2015 for determination that Hamilton Township's Housing Element and Fair Share Plan is constitutionally compliant, as well as a Judgment of Compliance and Repose and Builders Remedy Immunity; and

Whereas on November 7, 2018 the court ruled after conclusion of a final compliance hearing that Hamilton Township had a constitutionally compliant Housing Element and Fair Share Plan and directed that an order be entered so providing and subject to specified conditions; and

Whereas the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 *et seq.*); and

Whereas in 2012, GP&TL, the current owners of certain property located on Connecticut and Lynwood Avenues in the Township of Hamilton, received Board approval to construct seven (7) duplexes and two (2) single family affordable housing units on said property, for a total of sixteen (16) residential units; and

Whereas this project, known as "GP&TL", is within the Township's current Housing Plan, and the Township will take credit for the affordable family units; and

Whereas Homes by TLC, Inc., a New Jersey non-profit corporation whose mission is to end homelessness in Central New Jersey, is under contract to purchase the aforementioned approval and property from GP&TL to build the project as approved; and

Whereas Homes by TLC, Inc. has requested a grant from Hamilton Township's Affordable Housing Trust Fund in order to subsidize the cost of the purchase of the aforementioned property and construction of the sixteen (16) affordable housing units as previously approved; and

Whereas Mayor Kelly A. Yaede and the Council of the Township of Hamilton wish to allocate $1,120,000.00 from the Township's Affordable Housing Trust Fund to Homes by TLC, Inc., for this purpose; and

Whereas upon acceptance of these grant monies, the aforesaid affordable housing units will be subject to deed restrictions as affordable housing properties for 30 years and thereafter until terminated by the Township; and

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 19-386

RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO HOMES BY TLC, INC., TO CONSTRUCT AN AFFORDABLE HOUSING PROJECT (16 UNITS) ON CONNECTICUT AND LYNWOOD AVENUES IN THE TOWNSHIP OF HAMILTON ($70,000.00 PER UNIT; $1,120,000.00 TOTAL GRANT AMOUNT)

Whereas this allocation is also subject to the Court's approval of the creditworthiness of the purchase of the approval, property and construction of the sixteen (16) aforementioned affordable housing units; and

Whereas this allocation is also subject to execution of an Agreement between Homes by TLC, Inc. and the Township of Hamilton; and

Whereas it is in the best interest of the citizens of the Township to proceed with this commitment to Homes by TLC, Inc.;

Now, Therefore, Be It Resolved by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that upon entry of a Final Judgment of Compliance and Repose, the proper municipal officials be and hereby are authorized to allocate $1,120,000.00 from the Township's Affordable Housing Trust Fund to Homes by TLC, Inc., in order to purchase the approval and property located on Connecticut and Lynwood Avenues in Hamilton Township and to construct the sixteen (16) previously approved affordable housing units on said property.

Be It Further Resolved by the Council of the Township of Hamilton that the Mayor and Clerk are authorized and directed to execute Deed Restrictions for the aforementioned properties and that the Township shall record such instruments after execution by the other parties thereto.

Be It Further Resolved by the Council of the Township of Hamilton that the proper officials be and hereby are authorized to execute an Agreement with Homes by TLC, Inc., and that their signatures constitute acceptance of the terms and conditions of the Agreement.

ADOPTED BY COUNCIL ON December 3, 2019
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER	✓				✓	
RALPH V. MASTRANGELO	✓					
ANTHONY P. CARABELLI, JR.	✓					✓
RICHARD L. TIGHE, JR.	✓					
JEFFREY S. MARTIN				✓		

X - Indicates Vote A.B. - Absent N.V. - Not Voting RES. - Moved SEC. - Seconded

Project Home XVI Lynwood Avenue
Homes by TLC, Inc.
Concept Paper

SUMMARY: Homes by TLC, Inc. is proposing to purchase land and construct 7 duplexes and two single families houses to be used as permanent, service-enriched housing for low-income working families (16 units). The operation of this project will be modeled after our highly successful Project Home buildings. The total project is estimated to cost $2,930,750. We are requesting $1,500,000 in DCA HOME funds; $100,000 in Mercer County Housing Trust Funds; $1,120,000 in Hamilton Twp affordable housing funds; and a $210,750 private Note.

The Tenants to be Served: Our tenants will be homeless and/or at risk families with at least one child under 18. Clients will pay 30% of their income for rent and utilities. Case management and life skills coaching will be available to all tenants. We intend to focus on low and very low income families.

The Site: The site we have selected for Project Home XVI will provide safe, secure and dignified housing for its tenants. It is on Lynwood/Connecticut/Walnut Avenues in Hamilton Twp. and would have 10 three bedroom units and 6 two bedroom units – a total of 16 units. The site is near convenient transportation routes. The children will attend the Hamilton School District. We would not attempt new construction if this site did not already have all the zoning and site plan work completed by the current Owner. The time it would take to replicate that is not something within our mission. So imagine our excitement at having the option to create something all shiny and new for our families. New construction is a challenge and a blessing. How wonderful for these 16 families to have a brand new home!

The Need: After 25 years of experience with the homeless and/or at risk, we firmly believe that this project is designed to serve the most desperately needy population in Mercer County- homeless non-ea eligible families. The site will be of great use and benefit to larger families as there are 16 units that are 2-3 bedrooms each. Each and every day HomeFront and our colleagues work hard to find affordable housing for people who are ready to move on from various shelters and transitional living programs. When they are fortunate enough to secure a unit (often paying 70% or 80% of their total income) we celebrate with them. However, we know that many- if not most- of them will return to the shelter system because they will not be able to able to make it without significant social service supports and in increase in income.

Support Services: There will be a Tenant Support Services Advisor (TSA) available to the tenants of the building a minimum of 10 hours a week. He/she will establish a schedule that ensures he/she is available to tenants at times convenient to their lives (e.g. will require some evenings and weekends.) The TSA is part case manager, part counselor, part concierge, part cheerleader, and part friend. The TSA will not collect the rent; this is the responsibility of the property management team. The TSA will call upon the full range of services available in the area and from HomeFront; the list of HomeFront services that will be available free to tenants includes:

- Case management and counseling
- Employment placement services
- GED preparation
- Connection with pro bono professional services
- Pre-school
- After school and weekend activities for children
- Tutoring for children and adults
- Food pantry
- FreeStore
- Furniture bank
- Life skills classes with an emphasis on money management
- Parenting skills classes

All the above services will be typically available to a tenant; but each tenant is unique. We will strive to offer them **whatever** services and supports they need in order to become and remain truly self-sufficed.

Community Building: Based on our firm conviction that as landlords it is in our best interest to build a strong esprit d'corps among the tenants, we will devote time and financial resources to building a healthy community of tenants that are committed to HomeFront and to each other. Some of the strategies we will use include;

- Monthly Dinners with information presentations
- Monthly Recreational Family Activities
- Back Yard Barbecue
- Holiday Celebrations

Why Us: While it was never HomeFront's original intention to become a landlord, it became a necessity if our very low-income homeless families were to have acceptable and affordable permanent housing and make a successful transition to independence. Homes by TLC, Inc was formed in 1999 and after 20 years,

- we have developed an extremely successful model
- we are known in Mercer County for high-quality property management
- we have twenty five years of experience with this population group, and are the major provider of both case management and housing services for homeless families
- we have selected a site and project hat is economically viable, and will provide tenants with a good quality of life, and whose renovations improve the community
- we can provide match money
- we have a strong track record of leveraging government funds to secure additional private funding for on-going social services to tenants
- we can provide a myriad of support services (from furniture to pre-school).

Homes by TLC, Inc.					
Project Home XVI					
Lynwood Avenue					
Development Schedule					
A.Land Aquistion					**$ 350,000**
B. Site Work					$ 480,000
C.Construction					$ 1,920,000
D. Construction/Rehabilitiaon Contingency			(5% of C)		$ 96,000
E. Professional Fees					
	Legal Services				$ 1,000
	Inspections/Appraisals				**$ 10,000**
	Survey				$ 2,000
	Title Expense				**$ 2,750**
	Site plan completion				**$ 5,500**
F. Financing & Related Charges					
	Fee-Permits				$ 20,000
	Carrying/Interest				**$ 33,000**
	Developers Fees				
	Bond Ins Policy				**$ 2,500**
	HAS				**$ 8,000**
G. Sub-Total (B-F)					$ 2,580,750
Total Project Costs					**$ 2,930,750**
Sources					
	DCA HOME				$ 1,500,000
	Hamilton Twp Affordable housing funds				$ 1,120,000
	Mercer County Housing Trust Funds				$ 100,000
	Private Funds				$ 210,750
	Total				**$ 2,930,750**

From: CeliaB@homefrontnj.org
To: RPoppert@hamiltonnj.com
Cc: dskwara@hamiltonnj.com
Subject: Re: New development
Date: Friday, October 18, 2019 1:47:02 PM
Attachments: image001.jpg

When do you need the answers? I have the answers but I am out of the country until 10/30 and only have my cellphone to operate with....Let me try below:

I would hope to close on the land in December. Submit for building permits Jan/Feb. and break ground when the ground thaws...March/April (ish)

Based on my last round with this type funding... your agent would certify the affordability plan. Then we use NJHMFA, as we are required by DCA/HOME to have a HAS contract, which certifies tenant's income.

We would have an even split of the 16 units at 30/50.

Do you the Development Pro Forma or the Operating Pro Forms?....I'll have to get staff to go into my electronic files if you need this before 10/30.

Anything else let me know.

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: RPoppert@hamiltonnj.com
Date: 10/18/19 8:48 AM (GMT-05:00)
To: Celia B <CeliaB@homefrontnj.org>
Cc: dskwara@hamiltonnj.com
Subject: FW: New development

Celia, see below. There are 2 questions if you can answer for me.

Also, can you also provide the following:

- Pro Forma
- Timeline for Construction

Thanks
Rob

From: Emily Goldman [mailto:egoldman@cchnj.com]
Sent: Thursday, October 17, 2019 1:15 PM
To: David Kenny <DKenny@hamiltonnj.com>; gmuller@mpmglaw.com
Cc: Robert Poppert <RPoppert@hamiltonnj.com>

Subject: RE: New development

Dave,

Do you know or can you ask HomeFront what they anticipate will be the split of very low / low income units? Is it 50/50, 30/70, etc? I need to include this in the Housing Plan. Also, do you know or can you find out if they intend to use the Township's administrative agent or their own?

Thanks!

Emily

Emily Goldman, PP, AICP
Associate
T: 609.883.8383, Ext.325
D: 609.477.7325

Clarke Caton Hintz | 100 Barrack Street, Trenton, NJ 08608
clarkecatonhintz.com | find us on facebook | email
Architecture | Planning | Landscape Architecture

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Thank you.
Please consider the environment before printing this email.

SZAFERMAN, LAKIND,
BLUMSTEIN & BLADER, P.C.
101 Grovers Mill Road, Suite 200
Lawrenceville, New Jersey 08648
By: Bruce M. Sattin, Esquire
Telephone: 609/275-0400; Fax: 609/779-6068
Attorneys for Plaintiff, GP & TL Associates, LLC

GP & TL ASSOCIATES, LLC, Plaintiff, v. HAMILTON TOWNSHIP ZONING BOARD OF ADJUSTMENT, Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION MERCER COUNTY DOCKET NO.: L-2339-12 Civil Action FINAL JUDGMENT BY CONSENT

THIS MATTER having come before the Court upon the Complaint in Lieu of Prerogative Writs of the Plaintiff GP& TL Associates, LLC ("GP & TL"), by and through its counsel, Szaferman, Lakind, Blumstein & Blader, P.C., Bruce M. Sattin, Esquire appearing, and the Defendant Hamilton Township Zoning Board of Adjustment (the "Board") having answered by and through its counsel, Michael P. Balint, Esquire, and the parties having amicably adjusted the disputes between them, and for good cause shown; and

WHEREAS, GP & TL is the owner of land know and designated as Map 100; Section 1743, Lot 1, Section 1744, Lot 1; and Section 1746, Lot 1 on the official tax map of the Township of Hamilton (the "Township") and located at Walnut, Connecticut, and Lynwood Avenues (hereafter, "the Property"); and

WHEREAS the Property is located in the Residential -5 ("R-5") zone on the zoning map of the Township; and

WHEREAS, on or about February 23, 2011, GP & TL made an application to the Board for a use variance, bulk variances, and design waivers to permit the construction of eighteen (18) semi-detached, single - family homes for low and moderate income purchasers ("the Application"); and

WHEREAS, the Board held hearings on the Application on May 8, 2012 and June 12, 2012; and

WHEREAS, at the meeting held on June 12, 2012, the Board voted to deny the Application; and

WHEREAS, on September 28, 2012, GP & TL filed a Complaint in Lieu of Prerogative Writs contesting the denial of the Application by the Board; and

WHEREAS, the parties thereafter engaged in extensive settlement discussions; and

WHEREAS, as a result of those discussions, GP & TL agreed to revise the Application to request fourteen (14) semi-detached, single-family homes for low and moderate income purchasers and two (2) market-rate, detached single-family homes on conforming lots (the "Revised Application"); and

WHEREAS, on September 10, 2013, the Board held a hearing, with notice to property owners, with regard to the proposed settlement in accordance with the requirements of Whispering Woods v Middletown Tp. Planning Bd, 220 N. J. Super. 161 (L. Div. 1987); and

WHEREAS, at the conclusion of the hearing the Board voted, five votes in favor and four votes against, to approve the settlement presented to the Board of Adjustment and thereby approved the Revised Application;

IT IS on this 23rd day of December, 2013, **HEREBY ORDERED AND ADJUDGED** that:

1. The Revised Application of GP & TL for a use variance, dimensional variances, site plan waivers and preliminary and final site plan approval for fourteen (14) semi-detached, single-family, low and moderate income houses and two (2) detached, single-family market rate houses at the Property in accordance with the settlement of this matter between the parties, is approved. The revised Preliminary and Final Subdivision Plan was reviewed and approved by the Board at its hearing on September 10, 2013.

2. The terms of the approval are those adopted by the Board at the public hearing it held on this settlement on September 10, 2013. The 14 semi-detached lots were granted a use variance under N.J.S.A. 40:55 D 70.d to permit semi-detached houses in the R-5 zone and the following variances with respect to performance standards of Section 160-74(5) of the Ordinance:

	Performance Std.	Required	Provided	Variance
(a)	Lot Area	5,000 S.F.	2,701-4,663 S.F.	337-2,299 S.F.
(b)	Lot Frontage	50 ft.	25-33.47 ft.	16.53-25 ft.
(c)	Lot Width	50 ft.	25-47.64 ft.	2.36-25 ft.
(d)	Side Yard (each)	5 ft.	0-5 ft.	0-5 ft.
(e)	Side Yard (total)	10 ft.	0-5 ft.	0-5 ft.

and the following design waivers: waiver of parking requirements; waiver of Form 1B ## 20, 23, 25, 26 and 33, waiver of Form 1C ## 20, 23, 25, 26 and waiver of Form 3C #13. No walkways are required from the sidewalks to the front doors of the houses. The landscaping showing on the plans submitted by GP & TL were found to be acceptable.

3. The approval was subject to the condition that GP & TL would work out the locations and sizes of fencing for the project with the Township's Planner and Engineer.

4. The Complaint of GP & TL is dismissed with prejudice.

Mary C. Jacobson, A.J.S.C.
MARY C. JACOBSON, A.J.S.C.

We hereby consent to the form, content and entry of the within Consent Order

Bruce M. Sattin, Esquire
Attorney for the Plaintiff

Michael P. Balint, Esquire
Attorney for the Defendant

RESOLUTION NO.
HAMILTON TOWNSHIP
ZONING BOARD OF ADJUSTMENT
AUTHORIZING SETTLEMENT OF THE LITIGATION ENTITLED GP & TL ASSOCIATES, LLC V. HAMILTON TOWNSHIP ZONING BOARD OF ADJUSTMENT, ET AL , DOCKET NO. MER-L-2339-12

WHEREAS, the Zoning Board of Adjustment of the Township of Hamilton has been named as a Defendant in a certain litigation entitled GP & TL Associates, LLC v. Hamilton Township Zoning Board of Adjustment, Docket No. MER-L-2339-12 by which Plaintiff sought to reverse the decision of the Zoning Board of Adjustment denying a use variance sought for property owned by Plaintiff; and

WHEREAS, the Zoning Board of Adjustment has determined that it is in the best interests of the Board and Township of Hamilton to attempt to resolve said litigation; and

WHEREAS, the Zoning Board of Adjustment previously authorized the Township Engineer; Township Planner; and Zoning Board of Adjustment Attorney to review the Zoning Board's position and entertain possible settlement discussions with Plaintiff's representatives by which said litigation might be resolved; and

WHEREAS, as a result of said review of the record and evidence previously presented by the Plaintiff and settlement discussions with Plaintiff's representatives, the Zoning Board of Adjustment was presented with the terms of a possible settlement of said litigation; and

WHEREAS, a public hearing on the terms of the proposed settlement was conducted at a regular meeting of the Board held on September 10, 2013 at which time

interested members of the public were given an opportunity to be heard and offer comment regarding the terms of the proposed settlement; and

WHEREAS, the terms of the proposed settlement were presented by Bruce M. Sattin, Esq. of the firm of Szaferman Lakind, Blumstein & Blader, P.C. appearing on behalf of the Plaintiff; and

WHEREAS, the Zoning Board considered the terms and determined that the entry of a Final Judgment by Consent was warranted under the circumstances and in the best interests of the Zoning Board of Adjustment and the Township of Hamilton:

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment of the Township of Hamilton that the litigation entitled GP & TL Associates, LLC v. Hamilton Township Zoning Board of Adjustment, Docket No. MER-L-2339-12, be resolved by the entry the attached form of Final Judgment by Consent; and

BE IT FURTHER RESOLVED, that the Attorney for the Zoning Board of Adjustment is hereby authorized to execute the attached Final Judgment by Consent on behalf of said Board.

This is a resolution of memorialization of an action taken by the Zoning Board of Adjustment of the Township of Hamilton at a regular meeting held on September 10, 2013.

MOTION: Raymond Donovan

SECOND: Vince Savelli

ROLL CALL: Anthony Celentano, Vince Savelli, Raymond Donovan, Edward Arico, James Kochenour, Richard Kelleher, David Maher

AYES: Vince Savelli, Raymond Donovan, Edward Arico, James Kochenour, Richard Kelleher, David Maher

NAYS: Anthony Celentano, Edward Arico, David Maher

ABSTAINED:

MOTION CARRIED:

The above is a true copy of a Resolution duly adopted by the Zoning Board of Adjustment of the Township of Hamilton at a special meeting held on October 8, 2013.

Vanessa Krispel

VANESSA KRISPEL

BOARD SECRETARY

RESOLUTION NO.
HAMILTON TOWNSHIP
ZONING BOARD OF ADJUSTMENT
AUTHORIZING SETTLEMENT OF THE LITIGATION ENTITLED GP & TL ASSOCIATES, LLC V. HAMILTON TOWNSHIP ZONING BOARD OF ADJUSTMENT, ET AL , DOCKET NO. MER-L-2339-12

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WHEREAS, the Zoning Board of Adjustment has determined that it is in the best interests of the Board and Township of Hamilton to attempt to resolve said litigation; and

WHEREAS, the Zoning Board of Adjustment previously authorized the Township Engineer; Township Planner; and Zoning Board of Adjustment Attorney to review the Zoning Board's position and entertain possible settlement discussions with Plaintiff's representatives by which said litigation might be resolved; and

WHEREAS, as a result of said review of the record and evidence previously presented by the Plaintiff and settlement discussions with Plaintiff's representatives, the Zoning Board of Adjustment was presented with the terms of a possible settlement of said litigation; and

WHEREAS, a public hearing on the terms of the proposed settlement was conducted at a regular meeting of the Board held on September 10, 2013 at which time

interested members of the public were given an opportunity to be heard and offer comment regarding the terms of the proposed settlement; and

WHEREAS, the terms of the proposed settlement were presented by Bruce M. Sattin, Esq. of the firm of Szaferman Lakind, Blumstein & Blader, P.C. appearing on behalf of the Plaintiff; and

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NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment of the Township of Hamilton that the litigation entitled GP & TL Associates, LLC v. Hamilton Township Zoning Board of Adjustment, Docket No. MER-L-2339-12, be resolved by the entry the attached form of Final Judgment by Consent; and

BE IT FURTHER RESOLVED, that the Attorney for the Zoning Board of Adjustment is hereby authorized to execute the attached Final Judgment by Consent on behalf of said Board.

This is a resolution of memorialization of an action taken by the Zoning Board of Adjustment of the Township of Hamilton at a regular meeting held on September 10, 2013.

MOTION: Raymond Donovan

SECOND: Vince Savelli

ROLL CALL: Anthony Celentano, Vince Savelli, Raymond Donovan, Edward Arico, James Kochenour, Richard Kelleher, David Maher

AYES: Vince Savelli, Raymond Donovan, Edward Arico, James Kochenour, Richard Kelleher, David Maher

NAYS: Anthony Celentano, Edward Arico, David Maher

ABSTAINED:

MOTION CARRIED:

The above is a true copy of a Resolution duly adopted by the Zoning Board of Adjustment of the Township of Hamilton at a special meeting held on October 8, 2013.

Vanessa Krispel

VANESSA KRISPEL

BOARD SECRETARY

29. Homestead (Paradise Garden Village, JDME Acquisitions)

RESOLUTION NO. 08-06-032A
HAMILTON TOWNSHIP
ZONING BOARD OF ADJUSTMENT
GRANTING MINOR SUBDIVISION APPROVAL, PRELIMINARY AND FINAL SITE PLAN APPROVAL WITH VARIANCES FROM FRONT AND SIDE YAR SETBACK REQUIREMENTS, FLOOD PLAIN AND BUFFER RELIEF FOR THE CONSTRUCTION OF A FOUR STORY SENIOR INDEPENDENT LIVING FACILITY AND PRELIMINARY SITE PLAN APPROVAL FOR AN ADDITION TO AN EXISTING BUILDING TO JDME ACQUISITIONS, LLC AND WHITE EAGLE PRINTING FOR PROPERTY KNOWN AS MAP 213, SECTION 2173, LOTS 8, 10, 11, 12 & 13 ON THE TAX MAP OF THE TOWNSHIP OF HAMILTON

WHEREAS, JDME Acquisitions, LLC with the consent of Paradise Village, LLC; Kathie Coonrod; and White Eagle Printing, the owners of property known as Map 213, Section 2173, Lots 8,10,11, 12, and 13 on the Tax Map of the Township of Hamilton, which property is located at the intersection of Klockner and Kuser Roads, Hamilton Township, New Jersey has made application to the Zoning Board of Adjustment for preliminary and final site plan approval with bulk variances for front and side yard setbacks; flood plain and buffer requirement relief to permit the construction of a 221,116 square foot four story senior independent living facility; and

WHEREAS, application has also been made on behalf of White Eagle Printing to permit the construction of an 11,467 square foot addition to its existing building; and

WHEREAS, both requests are made in conjunction with a request to permit a minor subdivision by which 1.47 acres is to be subdivided from Lot 8 which is the proposed location of the senior independent living facility and .76 from Lot 13 which is the site of the existing White Eagle Printing property with the intent of exchanging those parcels for consolidation with the adjoining property; and

WHEREAS, the subject property is located in the RD Zone District; and

WHEREAS, the applicant was represented by David M. Roskos of the firm of Sterns & Weinroth, P.C.; and

WHEREAS, testimony in support of the application was presented by Mark Ellenbogen of the Robertson Douglas Group; Michael McCormick of Preferred Development Services; Alfred R. Coco of Menlo Engineering Associates, project engineer; J. Randolph Parry, project architect; and Scott Kennel of McDonough & Rea, traffic engineering consultant; and

WHEREAS, hearings on the applicant's request were conducted at a regular meeting held on May 10, 2011and a special meeting held on May 24, 2011 at which time interested members of the public were given an opportunity to be heard; and

WHEREAS, the Zoning Board of Adjustment considered the following documentary evidence:

1. Preliminary and Final Site Plans, prepared by Menlo Engineering Associates, dated December 10, 2010 and revised to April 27, 2011.

2. Floor Plans, prepared by JRP Architects, dated June 9, 2009 and revised to April 25, 2011.

3. Phase I Environmental Site Assessment, prepared by Melik-Tully and Associates OPC, dated December 28, 2010

4. Stormwater Management Report, prepared by Menlo Engineering, dated December 10, 2010.

5. Environmental Impact Statement, prepared by Menlo Engineering, dated December 10, 2010.

6. Traffic Report, prepared by McDonough & Rea Associates, dated November 25, 2008.

7. Arsenic Evaluation Report, prepared by Mellick-Tully and Associates, dated February 7, 2011.

8. Minor Subdivision Plan, prepared by Menlo Engineering Associates, Inc., dated December 10, 2010 and revised to March 8, 2011.

9. Township Planning Consultant's Report prepared by Elizabeth McManus of Clarke Caton Hintz, dated May 6, 2011.

10. Memorandum by Township Planner Robert C. Poppert, dated May 9, 2011.

11. Township Engineering Consultant's Report prepared by Michael J. Citerone of Remington & Vernick, dated May 9, 2011.

12. Memorandum by Township Engineer Richard S. Williams, dated February 4, 2011 and revised to April 29, 2011.

13. Memorandum by Township Department of Water Pollution Control Director Richard W. Watson, dated January 19, 2011

14. Review Letter by Township Fire Marshal Scott McCormick, dated April 20, 2011.

15. Memorandum by Township Fire Inspector Joseph N. Nuzzo, dated January 19, 2011.

16. Exhibit A-1, Colored Rendering of Architectural Plan.

17. Exhibit A-2, Color Coded First Floor Plan of Senior Building.

18. Exhibit A-3, Color Coded Second Floor Plan of Senior Building.

19. Exhibit A-4, Color Coded Third Floor Plan of Senior Building.

20. Exhibit A-5, Color Coded Fourth Floor Plan of Senior Building.

21. Exhibit A-6, Colored Rendering of Klockner Road Frontage Façade.

22. Exhibit A-7, Colored Rendering of Kuser Road Frontage Façade.

23. Exhibit A-8, Aerial Map of Subject Property with Buildings Highlighted.

24. Exhibit A-9, Enlarged Aerial Map of Subject Property with Buildings Highlighted.

25. Exhibit A-10, Approved Use Variance Plan.

26. Exhibit A-11, Land Bank Parking Subject.

27. Exhibit A-12, Emergency Access Exhibit.

28. Exhibit A-13, Supplemental Affidavit of Service.

29. Exhibit A-14, Supplement Site Inspection Report by Mellick-Tully & Associates.

30. Exhibit A-15, Mellick-Tully Letter dated May 23, 2011.

31. Exhibit A-16, Menlo Engineering Letter dated May 24, 2011.

32. Exhibit A-17, Alternative Site Plan with Additional Banked Parking; and

33. Exhibit A-1, Colored Rendering of Site Plan.

34. Exhibit A-2, Colored Rendering of Site with Views from Kuser & Klockner Rds.

35. Exhibit A-3, Video Presentation of Other Properties Similar to Project.

36. Exhibit A-4, Land Swap Plan.

37. Exhibit A-5, Enlarged Version of Conceptual Site Plan.

38. Exhibit A-6, Office Concept Plan for Site.

39. Exhibit A-7, Hotel Concept Plan for Site;

40. Exhibit O-1, Objector's Photographs; and

WHEREAS, the Zoning Board of Adjustment made the following factual findings:

1. The applicant seeks preliminary and final site plan approval to construct a 221,116 square foot, senior independent living facility consisting of 195 residential units and related amenities on a 23 acre tract located at the northwest corner of Kuser and Klockner Roads. Front and side yard setback variances are also requested as well as flood plain and buffer waiver relief for the project.

2. The application also seeks preliminary site plan approval for an 11,467 expansion of the existing White Eagle Printing building that is located on the adjacent property.

3. In conjunction with the site plan applications, an application has been submitted for a minor subdivision approval which would allow the subdivision of 1.47 acres from the senior living property and .76 acres from the White Eagle Printing property and the subsequent consolidation of those parcels to the other tract.

4. The subject property is located in the RD Zone District and received use and floor area ratio variances in 2009 pursuant to resolution No. 08-06-032 adopted by this Board to allow the construction of the senior independent living facility.

5. The proposed 195 residential units represent 150 independent living units; 32 assisted living units; and 13 designated Alzheimer's resident units. There is no zone district in the Township where this type of use can exist as a matter of right.

6. The applicant is a wholly owned subsidiary of Robertson Douglas and has constructed numerous other similar facilities in the northeast section of the country. Due to the unique nature of the facility, each of the previously constructed projects have needed some type of use variance or its zoning equivalent in the jurisdictions where they have been constructed.

7. The applicant's representative testified that due to the nature of the facility, there are presently no comparable senior living facilities in Hamilton Township.

8. The only development that presently exists on the property is the White Eagle Printing Facility which is involved in this application only insofar as it has applied for a variance-free preliminary site plan approval for a 11,467 square foot addition to its building and will participate in the referenced land swap if the minor subdivision is approved by the Board.

9. Most of the residents who will live in this project are anticipated to be in their 70's or 80's. While a majority will be physically and mentally able to live without assistance, they will mostly no longer be capable or wish to be responsible for

maintaining a single family residence. Some of the residents will require assisted living and some will require more extensive care due to the onset of Alzheimer's disease.

10. The independent living residents will be able to maintain automobiles on site.

11. The independent living component of the facility will include a mix of studio; one and two bedroom apartments with approximately 70% of the units being one bedroom units with small kitchen facilities. Couples will be allowed to reside in the independent living apartments.

12. The facility will have around the clock staff members; an emergency call system; wellness, physical therapy, and exercise programs. Housekeeping services will also be provided. Independent living residents may opt for a twice a day meal plan to be included in their rent.

13. The facility will have 47 full-time employees with 28 working the day shift.

14. The applicant's architect provided testimony regarding the intention to provide architectural enhancements to promote the residential character of the building and to keep it in a residential scale. He also testified that the plan proposes heavier landscaping along the Klockner Road frontage of the property as that is the area with the greatest concentration of single family residential properties.

15. Traffic impacts were addressed by the applicant's traffic consultant who primarily relied on data collected during the fall of 2008 and reflected in his November 25, 2008 traffic study. The projections were updated to reflect anticipated volumes in

2014 after construction was completed. That study evaluated levels of traffic of the two proposed driveways in addition to the existing driveway that services the White Eagle Printing property.

16. The study reflected that the level of service from the White Eagle driveway would decrease to a level C from an existing Level B and that there were 30 projected morning peak hour trips and 40 projected evening peak hour trips to and from the new facility.

17. The Board discussed the possibility of consolidating the White Eagle Driveway with the driveway nearest driveway proposed for the senior living facility to provide for a shared access situation. The applicant's expert felt the same was not necessary and potentially could have an adverse impact on the functioning of such a driveway due to the inconsistent character of the vehicles that would most often be visiting the two sites and thus utilizing the shared access. The Township's traffic expert concurred that such a shared driveway was not required.

18. A similar discussion was conducted with both the applicant's and Township's traffic consultants regarding the elimination of the second driveway on the senior living facility property with the intent of having all traffic enter into the property via the main driveway and then loop around to the side of the building that would be serviced by the second driveway. Both experts concurred that with the anticipated need for greater ambulance transport service due to the access from that end of the building to the Alzheimer's and assisted living areas as well as the truck traffic that would deliver

goods and material to the kitchen area, the concept of the second driveway actually promoted greater on site safety.

19. The traffic expert also provided testimony regarding the adequacy of the proposed 161 parking spaces. He testified that the parking ratio for this project is .83 spaces per unit, which exceeds the parking ratio at the applicant's most comparable facility, which was .7 spaces per unit. The proposed parking ratio also exceeds that of the three existing senior assisted living facilities already in the Township.

20. The testimony also indicated that the parking ratio exceeds the Institute of Traffic Engineer's standard of .424 spaces per unit.

21. Testimony also indicated that the most traffic anticipated to and from the site on a daily basis would be that generated by the employees, which would number approximately 30 employees per shift. Employees will be directed to park in designated parking areas that would be further from the building than parking designated for visitors. It was estimated that 18 parking spaces will be required for staff and 28 staff spaces were proposed.

22. The Board also reviewed the concept of a left-hand turn lane into the facility from Kuser Road as well as the need for a deceleration lane for vehicles entering the property by making a right hand turn. Both traffic experts offered their opinion that neither was necessary due to the distance between the nearest entrance to the existing traffic signal at the Kuser and Klockner Road intersection. They believed that the timing of that traffic light along with the existing sight distances rendered both of those possible traffic improvements unnecessary.

23. In response to comments by the Township Planning Consultant, the applicant provided a site plan alternative that proposed additional banked parking in the area of the single residence located along the Klockner Road frontage. Originally, the plan provided for a 20 foot setback from that parking area to the residential property line. By banking 21 spaces, which the applicant testified would not adversely impact the parking for the facility, the setback from the parking area to the property line would be 80 feet. The applicant agreed that the buffer area will be landscaped subject to review and approval by the Township Planner.

24. The Board felt that the revised plan with the 21 banked spaces provided greater benefit by increasing the setback to the existing residence and thus recommended that the plan be amended to provide for same. The applicant agreed that the banked area would be paved if so directed by the Township engineer in the future as a result of a perceived need for the additional parking spaces.

25. The net result of the banking of 21 of the originally proposed parking spaces will reduce the actual number of parking spaces to be constructed from 161 to 140 spaces, which the applicant testified would be more than adequate for its needs.

26. The applicant's environmental expert provided testimony regarding testing that was performed on the property to determine whether there was evidence of elevated levels of arsenic in the ground. He indicated that when the applicant was considering the acquisition of the property in 2007 as part of its due diligence, preliminary testing was done. In 2009, the state revised its regulations regarding the standards for arsenic levels by reducing the acceptable levels from 20 parts per million to 19.5 parts per million.

Since the original testing had shown some areas on the northerly part of the property as having 19.5 parts per million levels, further testing was done to confirm that no Department of Environmental Protection action was required.

27. The environmental consultant confirmed that there are a number of sites in the township that have similar naturally occurring elevated arsenic levels and that the condition noted in the original testing was not a unique situation.

28. The project engineer testified regarding the detention and drainage systems designed for the senior living project. He described the soil testing that had been performed in accordance with DEP requirements and the determination that there will be a minimum 12" separation between the bottom of the detention basin and the existing seasonal high water table.

29. He explained to the Board that the proposed detention basin will not be an excavated basin and that the appropriate separation will be maintained. Both the Township Engineering Consultant and Department of Environmental Protection will be required to finally approve the basin design in conformance with current DEP regulations.

30. The project engineer also addressed concerns raised by residential property owners in regard to possible adverse drainage impacts the project may have on their properties. The engineer stated that in his opinion, the project would not exacerbate any existing drainage conditions.

31. His opinion was based upon the fact that the site will be designed to drain into the detention basin that is located west of the Klockner Road culvert. Since the same

is downstream from the properties currently experiencing drainage issues, he felt that the drainage from the site will not impact those conditions in any way.

32. He speculated that many of the homes that now experience flooding conditions were likely constructed before current DEP standards regarding flood plain and wetlands development restrictions were implemented. He further speculated that at least some of those homes would likely not be able to be built where located as a result of current regulations.

33. He further testified that the area of site improvements on the property which consist of four acres is very slight in relation to the 500 acres that constitute the total drainage area of which these properties are a part.

34. The engineer reviewed the entire site plan with the Board, noting again for the record, that the property is predominately wooded at its rear with a fairly extensive wetlands and wetlands transition area. Approximately 56% of the lot, or 15 acres falls within these categories and will remain undeveloped.

35. The engineer, who is also a licensed professional planner in the State of New Jersey, also provided testimony regarding the bulk variances required for both the senior living and White Eagle properties.

36. The senior living facility requires variances for front yard setback whereas 150 feet is required and 78 feet is provided; side yard setback whereas 100 feet is required and 63 feet provided on the side of the facility closest to the White Eagle property; minimum parking setback whereas 50 feet is required and 20 feet provided on the side of the building closest to the White Eagle property; minimum buffer to the

residential district whereas 150 feet is required and 23 feet is provided; and minimum buffer along an arterial road whereas 100 feet is required and 23 feet is provided.

37. Required variances for the White Eagle building, which is an existing facility with a proposed expansion, are for minimum lot area whereas 10 acres are required and 4.82 acres provided following the subdivision and land exchange; minimum lot frontage whereas 600 feet are required and 292 feet are provided; minimum front yard setback whereas 150 feet are required and 77 feet are provided; minimum side yard setback whereas 100 feet are required and 24 feet are provided; minimum parking setback whereas 50 feet are required and 10 feet provided from the proposed senior living property line; minimum buffer to residential use whereas 75 feet are required and 24 feet are provided; and minimum buffer along arterial road whereas 100 feet are required and 28 feet are proposed.

38. The engineer, who was also qualified as a licensed professional planner, testified that although a number of bulk variances are required for the senior living facility, the amount of variances is based upon the fact that the property is located in an RD Zone District and the senior living facility is not a permitted use in the district. As he explained, a use variance was previously granted by the Board to permit the facility based upon a schematic plan in this location as currently depicted on the site plan and the Board understood bulk variances from the RD Zone would be required and the use variance was granted with that understanding. The engineer further explained that the bulk conditions that apply to the property are for generally more intense RD uses with potential for greater impacts on surrounding properties. Those requirements were not specifically

addressed by the use variance and thus require the bulk variances now sought in conjunction with the site plan approval.

39. He testified that the senior living facility, which is a residential type use, has significantly less impacts that RD uses would have, and thus the bulk variances are completely consistent with the character of the previously approved senior independent living use.

40. The engineer also testified that in his opinion the fact that the entire project would be constructed on the four acre portion of the property closest to Kuser Road made the bulk variances appropriate as the preservation of the remaining 15 acres at the rear of the property concentrated the development in an area that least impacted the neighboring single family residential properties predominately located on the opposite side of the property along the Klockner Road frontage.

41. The Township Planning Consultant confirmed the testimony of the engineer in regard to the basis for the bulk standards from which relief were requested, as well as the location of the development along the Kuser Road frontage, as appropriate to warrant the granting of the requested variances. The proposed use would have less impact on the nearest residential uses than uses otherwise permitted in the RD Zone.

42. Testimony confirmed that the site plan provides for efficient use of the site and minimizes impacts on the nearest residential properties. The building closest to Klockner Road, where residential properties exist, is 150 feet from the nearest residential lot line and significantly buffered. Moreover, that portion of the building was previously reduced to three stories high. The additional berming and landscaping further mitigates

any negative visual impacts that might be created by the building.

43. Testimony was also provided regarding the requested variances for the White Eagle building expansion, most of which reflect existing conditions for the building. Others related to relief along the common property line with the proposed senior living facility. Pursuant to the proposed lot line adjustment, the White Eagle lot will become more conforming to RD requirements in the post development condition.

44. The Township staff recommended and the applicant agreed that the environmentally sensitive and largely wooded area of the property would be the subject of a conservation easement that would also allow public access through the rear of the site along the stream corridor consistent with the Township's path system plan.

45. The applicant agreed that the dumpster enclosure for the senior living facility would be constructed of masonry and wood in a manner approved by the Township Planner.

46. The applicant agreed that the lighting plan will be modified as determined to be appropriate by Township staff in order to minimize any impacts on neighboring properties.

47. Design elements regarding the proposed White Eagle property parking area improvements and buffering of same will be deferred until the time of final site plan approval for that property.

48. The applicant agreed that the plan will be modified to provide for the maximum practical separation of the access drives between the White Eagle property and

senior living facility subject to review and approval by the Township staff.

49. The applicant agreed to provide a drainage easement from the White Eagle property to the senior living facility property subject to review and approval by the Township staff.

50. Deeds creating sight triangle easements as required will be provided by the applicant subject to review and approval by Township staff prior to recording.

51. The applicant shall prepare and submit subdivision and consolidation deeds to perfect the minor subdivision approval for review and approval by Township staff prior to their recording.

52. The applicant agreed to comply with any other unresolved conditions of the professional memoranda including that of the Township Department of Water Pollution Control and the Township Fire Protection Inspector except as same may be inconsistent with the terms of the within resolution.

53. The applicant will provide five on-site affordable housing units as part of its assisted living portion of the senior living building and will make a 1% contribution to the Township's affordable housing fund pursuant to Township requirements for the independent living units.

54. The applicant shall make the appropriate contributions to the Township's Transportation Improvement District for the Central Area District in amounts determined by the Township staff for both properties.

55. After considerable discussion, the applicant agreed to construct sidewalks along both its Kuser Road and Klockner Road frontages. The Kuser Road sidewalk shall

be five feet wide and the Klockner Road sidewalk shall be four feet wide. The applicant's obligation to construct the Klockner Road frontage shall be conditioned on the Township agreeing to serve as the applicant for any required Department of Environmental Protection approvals for the construction of same.

WHEREAS, the Zoning Board of Adjustment determined that the granting of the requested bulk variances would have no adverse impact on the zone plan or existing neighborhood for the following reasons:

1. The project has been designed to minimize adverse impacts on the surrounding area by development of a residential architectural appearance; a lower height for the building closet to the nearest residences; the use of extensive landscaping, varying setbacks for the building; reduction in parking areas and enhanced berming.

2. The proposed use provides a needed type of senior housing not otherwise available in the area and promotes an efficient use of the land as it provides for development of the area of the property that is unconstrained by environmental limitations and preserves in its natural state virtually all of the environmentally constrained areas.

3. The area to be developed with the proposed senior living facility is located in that portion of the property that results in is orientation to the RD Zone District with minimal impacts and appropriate buffering from the nearest residential zoned properties.

4. The proposed use will create a beneficial visual impact on the area through a creatively designed building and the substantial landscaping proposed. It will provide a transition from the permitted RD uses that are generally more traffic intensive and

require more impervious surface coverage to the neighboring residential properties and by way of the residential facades, landscaping and berming which are proposed.

5. The design of the project promotes the protection of environmentally sensitive areas that exist on the property.

6. The applicant has established that the bulk variances related to the respective properties would advance the purposes of the Municipal Land Use Law and can be granted without substantial detriment to the public good and the benefits of the deviations would substantially outweigh any detriment and the variances will not substantially impair the intent and purpose of the zone plan and zoning ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment of the Township of Hamilton that the preliminary and final site plan approval with bulk variances be granted to Homestead at Hamilton to permit the construction of a senior living facility and preliminary site plan approval with bulk variances for expansion of an existing building to White Eagle Printing along with minor subdivision approval for property known as Block 2173, Lots 8 ,10, 11, 12, and 13 on the Tax Map of Hamilton subject to the following terms and conditions:

1. Bulk variances as enumerated in the May 6, 2011 memorandum of the Township Planning Consultant pertaining to both properties as set forth in the chart in section 4 at pages 6 and 7 are hereby approved.

2. The applicant shall submit proposed deeds perfecting the minor subdivision and lot consolidations requested for review and approval by the Township Engineer and Zoning Board of Adjustment attorney prior to recording.

3. The applicant shall submit a proposed conservation easement deed which shall include public access to a pathway along the stream corridor for those areas of the properties to be preserved which shall be subject to review and approval by the Township Engineer and Zoning Board of Adjustment attorney prior to recording.

4. The applicant shall submit deeds creating sight triangle easements where required that shall be subject to review and approval by the Township Engineer and Zoning Board of Adjustment attorney prior to recording.

5. The applicant shall provide five affordable housing units with appropriate restrictions in its assisted living portion of the senior living facility and make a 1% contribution in accordance with existing regulations for its independent living units.

6. The applicant shall make the appropriate contributions to the Township's Central Area Transportation Improvement District in amounts determined by Township staff for both properties.

7. The applicant shall amend its plan to provide for installation of sidewalk along both the Kuser and Klockner Road frontages of its property. The Kuser Road sidewalk shall have a width of five feet and the Klockner Road sidewalk shall have a width of four feet. The location and design of the sidewalks shall be subject to review and approval by the Township Engineer. The plan shall include a note stating that the obligation to install the Klockner Road sidewalk shall be conditioned upon the Township acting as applicant for any approvals required by the Department of Environmental Protection in regard to same. Applicant shall, however, be responsible for all costs incurred therewith.

8. The plan shall be amended to provide for the banking of 21 parking spaces in the area closest to the residential dwelling on Klockner Road that abuts the subject property. The edge of the revised parking area shall have a setback of 80 feet from the adjoining property line with that residence. The 80 foot area shall show landscaping and a note that indicates the banked parking shall be constructed, if determined to be required, by the Township Engineer. The revised parking layout and landscape buffer shall be subject to review and approval by Township staff.

9. The applicant shall amend its plan to show a masonry and wood dumpster enclosure. The design and location of said dumpster enclosure shall be subject to review and approval by the Township Planner.

10. The final design and buffer for the improvements to the White Eagle parking area shall be deferred until application for final site plan approval.

11. The applicant shall submit a revised plan showing the maximum practical separation between the White Eagle access driveway and the westerly access driveway to the senior living facility. The revised driveway location(s) shall be subject to review and approval by the Township staff.

12. The applicant shall submit a drainage easement across the White Eagle property for the benefit of the senior living project in an area approved by the Township staff. Said easement shall be subject to review and approval by the Township Engineer and Zoning Board of Adjustment attorney prior to recording.

13. The applicant shall submit a deed for the appropriate dedication of road frontage as required that shall be subject to review and approval by the Township

Engineer and Zoning Board of Adjustment attorney prior to recording.

14. The applicant shall amend its plan to provide for the planting of 127 trees on site in locations and of types approved by the Township Planner in accordance with the Township's tree replacement ordinance.

15. The applicant shall submit a revised lighting plan for the senior living facility subject to review and approval by the Township staff.

16. The applicant shall comply with any unresolved conditions of the Township Engineering Consultant's memorandum dated May 9, 2011 except as the same may be inconsistent with the terms of the within resolution.

17. The applicant shall comply with any unresolved conditions of the Township Planner's memorandum dated May 9, 2011 except as the same may be inconsistent with the terms of the within resolution.

18. The applicant shall comply with any unresolved conditions of the Township Planning Consultant's memorandum dated May 6, 2011 except as the same may be inconsistent with the terms of the within resolution.

19. The applicant shall comply with any unresolved conditions of the Township Engineer's Memorandum dated April 29, 2011 except as the same may be inconsistent with the terms of the within resolution.

20. The applicant shall comply with any unresolved conditions of the Department of Water Pollution Control Memorandum dated January 19, 2011 except as the same may be inconsistent with the terms of the within resolution.

21. The applicant shall comply with any unresolved conditions of the Township Fire Inspector's Memorandum dated January 19, 2011 except as the same may be inconsistent with the terms of the within resolution.

22. The applicant shall post performance and maintenance guarantees as well as inspection fees in amounts determined to be appropriate by the Township Engineer.

23. The applicant shall enter into a Developer's Agreement in a form approved by the Township staff and Township Council shall receive a referral from Township staff related to the vacation of a portion of the right of way no longer needed in front of the White Eagle Printing Building.

24. The applicant shall obtain any and all other State, County and local approvals as may be required.

This is a resolution of memorialization of an action taken by the Zoning Board of Adjustment of the Township of Hamilton at a special meeting held on May 24, 2011

MOTION: Paul Kramer

SECOND: Raymond Donovan

ROLL CALL:

AYES: Anthony Celentano, Raymond Donovan, Paul Kramer, Edward Arico, Jeff Hewitson, Lorraine Bean

NAYS:

ABSTAINED: Anthony DiStephano

MOTION CARRIED:

The above is a true copy of a Resolution duly adopted by the Zoning Board of Adjustment of the Township of Hamilton at a regular meeting held on August 9, 2011.

Tim Amison

TIM AMISON
BOARD SECRETARY

INSTR # 2014005195
D BK 6187 PG 1548 Pgs 1548 - 1557; (10 pgs)
RECORDED 02/11/2014 11:07:52 AM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

Deed Restriction
(N.J.A.C. 5:97-6.11(c)(2))

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Assisted Living Facility
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, is made as of this the 4th day of ~~January~~ February, 2014, by Homestead Senior Living, LLC, a New Jersey Limited Liability Company, having offices c/o Pike Construction, 171 Fifth Avenue, Paterson, New Jersey 07524 ("Owner") in favor of the Housing Affordability Service ("HAS") of The Department of Community Affairs of the State of New Jersey, with offices at 101 South Broad Street, Trenton, New Jersey 08625, or its successor, acting on behalf of the Municipality hereinafter identified ("Administrative Agent") and the Township of Hamilton, in the County of Mercer, New Jersey, a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey, with offices at 2090 Greenwood Avenue, Hamilton Township, New Jersey 08650 ("Municipality"). Owner is the developer/sponsor of a senior independent living project consisting of 150 independent living units, 32 assisted living units and 13 Alzheimer's resident units, or such other mix of units that the Township may allow, commonly known as "The Homestead at Hamilton" (the "Project"), pursuant to N.J.A.C. 5:97-6.11, for the purpose of qualifying the Municipality to receive credit for age-restricted affordable housing provided by the Owner in assisted living residences.

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and a portion of the improvements thereon, that is located in the municipality of Hamilton Township, County of Mercer, State of New Jersey, and described more specifically as Map 213, Section 2173, Lots No. 10 and 11 and a portion of Lot 8 and a portion of Lot 13 on the Tax Map of the Township of Hamilton, located at the intersection of Klockner and Kuser Roads. More specifically, pursuant to N.J.A.C. 5:97-6.11 as in effect on the date of this Deed Restriction, and condition #5 (page 19) of Resolution No. 08-06-032A, adopted by the Hamilton Township Zoning Board of Adjustment on August 9, 2011, granting Minor Subdivision Approval, Preliminary and Final Site Plan Approval and other relief with respect to the Property and the Project, five (5) of the total number of assisted living apartments within the Project shall be maintained as "affordable housing units" subject to

the restrictions hereof (each a "Restricted Unit," and collectively the "Restricted Units"), which are eligible for New Jersey Council on Affordable Housing ("COAH") credit. Notwithstanding that N.J.S.A. 26:2H-12.16 as in effect on the date of this Deed Restriction requires that only ten percent (10%) of the total bed compliment of an assisted living facility be reserved for use by Medicaid eligible persons, the Owner reserves the right, but not the obligation, to be exercised in its sole discretion from time to time and at any time or no time during which this Deed Restriction is in force, to rent all of the Restricted Units, as well as any or all of the assisted living apartments that are not Restricted Units, to recipients of Medicaid waivers administered through the Enhanced Community Options (ECO) waiver program implemented in response to the Omnibus Budget Reconciliation Act (OBRA) of 1981, Section 2176, Public Law 97-35, who, as a matter of law, automatically qualify as low- or moderate- income households.

Article 3. Affordable Housing Covenants

The following covenants, reservations and restrictions (the "Covenants") shall run with the land and shall pass to and be binding upon the Owner and the Owner's successors and assigns for the period of time (the "Control Period") determined separately with respect for each Restricted Unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the Restricted Unit, and shall expire as determined under the Uniform Controls, as defined below. Each and every contract, deed, mortgage or other instrument hereafter executed covering, pertaining to or conveying the Property, the Project, or the Restricted Units or any of them, shall conclusively be held to have been executed, delivered and accepted subject to the Covenants, regardless of whether the Covenants are set forth in such contract, deed, mortgage or other instrument.

In accordance with N.J.A.C. 5:80-26.11, each Restricted Unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the Restricted Unit is located elects to release the Restricted Unit from such requirements. Prior to such a municipal election, a Restricted Unit must remain subject to the requirements of this subchapter for a period of at least thirty (30) years notwithstanding the entry of any judgment of foreclosure with respect to any mortgage or other lien secured by the Property and/or that Restricted Unit; provided, however, that:

1. Restricted Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least ten (10) years; and

2. Any Restricted Unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.

A. Sale of the Property and rental and use of the Restricted Units is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Restricted Units shall be used solely for the purpose of providing assisted living residences for low- or moderate-income households, and no commitment for any such Restricted Units shall be given or implied, without exception, to any person who has not been certified for that Restricted Unit in writing by the Administrative Agent. So long as any Restricted Unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no

sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in these Deed Restrictions shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure shall be lawful; provided however, the Property shall remain subject to these Deed Restrictions subsequent to any such foreclosure or deed in lieu of foreclosure.

C. No improvements may be made to the Property that would affect the bedroom configuration of any of the Restricted Units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.

D. The Owner shall notify the Administrative Agent and the Municipality in writing of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. The Owner shall notify the Administrative Agent and the Municipality in writing within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of these Covenants will cause irreparable harm to the Administrative Agent, the Municipality and the public, in light of the public policies set forth in the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 *et seq.*, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Owner, or any successor in interest, assignee, grantee or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

[SIGNATURES ON NEXT PAGE]

THIS IS NOT A CERTIFIED COPY

IN WITNESS WHEREOF, Owner has executed this Deed Restriction in triplicate as of the date first above written.

WITNESS:

HOMESTEAD SENIOR LIVING, LLC
A New Jersey limited liability company
By: Pike Senior Housing Partners, LLC,
its managing member

Diane L. Shafer

By: David J. Weiner
David Weiner, Managing Member

ACKNOWLEDGEMENT

On this the 4th day of February, 2014 before me came David Weiner, to me known and known to me to be Managing Member of Pike Senior Housing Partners, LLC, the Managing Member of Homestead Senior Living, LLC, the Owner of the Property, who states that (s)he has signed said Deed Restriction for the purposes stated therein.

Diane L. Shafer
NOTARY PUBLIC
DIANE L. SHAFER
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 22, 2014

R + R to:

COMMONWEALTH TITLE
64 WEST MAIN ST.
FREEHOLD, NJ 07728

This is a certified copy

menlo
engineering
associates

t 732 846 8585
f 732 846 9439

261 Cleveland Avenue
Highland Park, NJ 08904

Legal Description
The Homestead at Hamilton
Block 2173, Lot 8.01
Township of Hamilton
Mercer County, New Jersey

BEGINNING at a concrete monument to be set, said concrete monument marking the intersection of the southeastern most point of Lot 8.01 in Block 2173 and the southerly lot line of Lot 9 in Block 2173 with the northerly right-of-way line of Kuser Road (70' Width R.O.W.); thence

1.) South 80 degrees 29 minutes 38 seconds West, along said northerly right-of-way line, a distance of 710.23 feet to a concrete monument to be set; thence

Along a proposed lot line for the following five (5) courses:

2.) North 11 degrees 33 minutes 02 seconds West, a distance of 114.73 feet to a point; thence

3.) North 83 degrees 25 minutes 25 seconds East, a distance of 31.00 feet to a point; thence

4.) North 03 degrees 58 minutes 11 seconds West, a distance of 153.90 feet to a point; thence

5.) North 41 degrees 52 minutes 06 seconds West, a distance of 355.07 feet to a point; thence

6.) South 80 degrees 19 minutes 12 seconds West, a distance of 378.17 feet to a point lying in the easterly lot line of Lot 16 in Block 2173; thence

7.) North 08 degrees 41 minutes 20 seconds West, along said easterly lot line, a distance of 876.66 feet to a point lying in the northerly lot line of Lot 16 in Block 2173; thence

8.) South 87 degrees 23 minutes 25 seconds West, along said northerly lot line, a distance of 514.05 feet to a point lying in the northerly lot line of Lot 21 in Block 2173; thence

9.) North 85 degrees 56 minutes 20 seconds West, along said northerly lot line, a distance of 81.84 feet to a point lying in the easterly lot line of Lot 22 in Block 2173; thence

10.) North 14 degrees 03 minutes 40 seconds East, along said easterly lot line, a distance of 366.96 feet to a point lying in the southerly lot line of Lot 4 in Block 2173; thence

11.) South 50 degrees 52 minutes 20 seconds East, along said southerly lot line and continuing along the southerly lot line of Lot 5 in Block 2173, a distance of 199.03 feet to a point lying in the southerly lot line of Lot 7.01 in Block 2173; thence

12.) South 63 degrees 55 minutes 30 seconds East, along said southerly lot line and continuing along the southerly lot line of Lots 7.02, 7.03, 7.04, 7.05, 7.06 and 7.07 in Block 2173, a distance of 986.09 feet to a point; thence

13.) South 81 degrees 25 minutes 30 seconds East, along said southerly lot line of Lot 7.07 in Block 2173, a distance of 160.24 feet to a point lying in the westerly right-of-way line of Klockner Road (50'-70' Variable Width R.O.W.); thence

14.) South 41 degrees 55 minutes 30 seconds East, along said westerly right-of-way line, a distance of 333.98 feet to a point; thence

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15.) South 41 degrees 05 minutes 36 seconds East, continuing along said westerly right-of-way line, a distance of 756.62 feet to a concrete monument to be set; thence

16.) South 11 degrees 44 minutes 04 seconds East, along the westerly lot line of Lot 9 in Block 2173, a distance of 159.69 feet to a concrete monument to be set marking the point or place of BEGINNING.

The above described parcel contains 1,007,382 sf (23.13 acres), more or less, as shown on a map entitled "The Homestead at Hamilton-Dedication & Easement Plan"; as prepared by Menlo Engineering Associates, Inc.; Job No. 2006.064; Dwg. No EP-1, dated February 8, 2013 and revised through January 7, 2014..

The above described parcel, Lot 8.01 in Block 2173 is subject to the following easements:

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Conservation Easement

BEGINNING at a point, said point marking the intersection of the common lot line between Lots 7.07 and 8 in Block 2173 with the southwesterly right-of-way line of Klockner Road (50'-70' Variable R.O.W. per Tax Map); thence

1.) South 41 degrees 55 minutes 30 seconds East, along said southwesterly right-of-way line, a distance of 333.98 feet to a point; thence

2.) South 41 degrees 05 minutes 36 seconds East, continuing along said southwesterly right-of-way line, a distance of 261.22 feet to a point of tangent curvature; thence

Along an easement line for the following twenty-nine (29) courses:

3.) Along a curve to the right, having a radius of 38.50 feet, a central angle of 68 degrees 51 minutes 07 seconds, an arc distance of 46.27 feet, and a chord bearing and distance of South 06 degrees 40 minutes 03 seconds East 43.53 feet to a point of tangency; thence

4.) South 27 degrees 45 minutes 30 seconds West, a distance of 164.99 feet to a point; thence

5.) South 80 degrees 29 minutes 38 seconds West, a distance of 120.71 feet to a point; thence

6.) North 09 degrees 30 minutes 22 seconds West, a distance of 43.62 feet to a point of tangent curvature; thence

7.) Along a curve to the left, having a radius of 31.00 feet, a central angle of 45 degrees 00 minutes 00 seconds, an arc distance of 24.35 feet, and a chord bearing and distance of North 32 degrees 00 minutes 22 seconds West 23.73 feet to a point of tangency; thence

8.) North 54 degrees 30 minutes 22 seconds West, a distance of 20.24 feet to a point; thence

9.) North 32 degrees 21 minutes 08 seconds East, a distance of 11.41 feet to a point of tangent curvature; thence

10.) Along a curve to the left, having a radius of 52.00 feet, a central angle of 62 degrees 17 minutes 55 seconds, an arc distance of 56.54 feet, and a chord bearing and distance of North 01 degree 12 minutes 10 seconds East 53.80 feet to a point of tangency; thence

11.) North 29 degrees 56 minutes 47 seconds West, a distance of 144.42 feet to a point of tangent curvature; thence

12.) Along a curve to the left, having a radius of 79.00 feet, a central angle of 50 degrees 12 minutes 39 seconds, an arc distance of 69.23 feet, and a chord bearing and distance of North 55 degrees 03 minutes 07 seconds West 67.04 feet to a point of tangency; thence

13.) North 80 degrees 09 minutes 27 seconds West, a distance of 11.42 feet to a point of tangent curvature; thence

14.) Along a curve to the left, having a radius of 70.00 feet, a central angle of 62 degrees 29 minutes 37 seconds, an arc distance of 76.35 feet, and a chord bearing and distance of South 68 degrees 35 minutes 45 seconds West 72.62 feet to a point of tangency; thence

15.) South 37 degrees 20 minutes 56 seconds West, a distance of 9.43 feet to a point of tangent curvature; thence

16.) Along a curve to the left, having a radius of 45.00 feet, a central angle of 48 degrees 39 minutes 20 seconds, an arc distance of 38.21 feet, and a chord bearing and distance of South 13 degrees 01 minute 16 seconds West 37.08 feet to a point of tangency; thence

17.) South 11 degrees 18 minutes 24 seconds East, a distance of 184.24 feet to a point of tangent curvature; thence

18.) Along a curve to the right, having a radius of 75.00 feet, a central angle of 24 degrees 06 minutes 58 seconds, an arc distance of 31.57 feet, and a chord bearing and distance of South 00 degrees 45 minutes 05 seconds West 31.34 feet to a point of tangency; thence

19.) South 12 degrees 48 minutes 34 seconds West, a distance of 57.58 feet to a point of tangent curvature; thence

20.) Along a curve to the right, having a radius of 55.00 feet, a central angle of 39 degrees 02 minutes 28 seconds, an arc distance of 37.48 feet, and a chord bearing and distance of South 32 degrees 19 minutes 48 seconds West 36.76 feet to a point; thence

21.) South 51 degrees 51 minutes 02 seconds West, a distance of 0.59 feet to a point lying on the common lot line between Lots 8.01 and 13.01 in Block 2173; thence

22.) North 41 degrees 52 minutes 06 seconds West, along said common lot line, a distance of 217.51 feet to a point; thence

23.) South 80 degrees 19 minutes 12 seconds West, continuing along said common lot line, a distance of 304.41 feet to a point; thence

24.) North 63 degrees 33 minutes 02 seconds West, a distance of 90.18 feet to a point lying in the common lot line between Lots 8 and 16 in Block 2173; thence

25.) North 08 degrees 41 minutes 20 seconds West, along said common lot line, a distance of 823.49 feet to a point lying in the northerly lot line of Lot 16 in Block 2173; thence

26.) South 87 degrees 23 minutes 25 seconds West, along said northerly lot line, a distance of 514.05 feet to a point lying in the northerly lot line of Lot 21 in Block 2173; thence

27.) North 85 degrees 56 minutes 20 seconds West, along said northerly lot line, a distance of 81.84 feet to a point lying in the easterly lot line of Lot 22 in Block 2173; thence

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28.) North 14 degrees 03 minutes 40 seconds East, along said easterly lot line, a distance of 366.96 feet to a point marking the intersection of Lots 4, 8.01, 22 and 23 in Block 2173; thence

Along the southerly lot line of Lots 4, 5 and 7.01 through 7.07 in Block 2173 for the following three (3) courses:

29.) South 50 degrees 52 minutes 20 seconds East, a distance of 199.03 feet to a point; thence

30.) South 63 degrees 55 minutes 30 seconds East, a distance of 986.09 feet to a point; thence

31.) South 81 degrees 25 minutes 30 seconds East, a distance of 160.24 feet to the point or place of BEGINNING.

The above described easement contains 668,054 sf (15.34 acres), more or less, as shown on a map entitled " The Homestead at Hamilton-Dedication & Easement Plan"; as prepared by Menlo Engineering Associates, Inc.; Job No. 2006.064; Dwg. No EP-1; dated February 8, 2013, and revised through January 7, 2014.

20' Wide Storm Sewer Easement 2

COMMENCING from a monument, said monument lying the following five (5) courses from a point marking the intersection of the common lot line between Lots 8.01 and 9 in Block 2173 and the northerly right-of-way line of Kuser Road (70' R.O.W. Per Tax map); thence

(A) South 80 degrees 29 minutes 38 seconds West, along said northerly right-of-way line, a distance of 710.23 feet to a monument marking the intersection of the common lot line between Lots 8.01 and 13.01 in Block 2173; thence

Along said common lot line for the following four (4) courses:

(B) North 11 degrees 33 minutes 02 seconds West, a distance of 114.73 feet to a point; thence

(C) North 83 degrees 25 minutes 25 seconds East, a distance of 31.00 feet to a point; thence

(D) North 03 degrees 58 minutes 11 seconds West, a distance of 153.90 feet to a point; thence

(E) North 41 degrees 52 minutes 06 seconds West, a distance of 31.49 feet to the true point or place of BEGINNING; thence

1.) North 41 degrees 52 minutes 06 seconds West, along said common lot line, a distance of 20.16 feet to a point; thence

Along an easement line for the following five (5) courses:

2.) North 40 degrees 48 minutes 03 seconds East, a distance of 81.34 feet to a point; thence

3.) North 00 degrees 01 minute 41 seconds West, a distance of 113.04 feet to a point; thence

4.) North 80 degrees 29 minutes 38 seconds East, a distance of 20.28 feet to a point; thence

5.) South 00 degrees 01 minute 41 seconds East, a distance of 123.82 feet to a point; thence

This is a Certified Copy

6.) South 40 degrees 48 minutes 03 seconds West, a distance of 91.36 feet to the point or place of BEGINNING.

The above described easement contains 4,096 sf (0.09 acres), more or less, as shown on a map entitled "The Homestead at Hamilton-Dedication & Easement Plan" as prepared by Menlo Engineering Associates, Inc.; Job No. 2006.064; Dwg. No. EP-1; dated February 8, 2013 and revised through January 7, 2014.

Detention Basin Maintenance and Access Easement

BEGINNING from a point, said point lying South 80 degrees 29 minutes 38 seconds West, a distance of 627.07 feet from a monument marking the intersection of the common lot line between Lots 8.01 and 9 in Block 2173 and the northerly right-of-way line of Kuser Road (70' R.O.W. Per Tax map) to the true point or place of BEGINNING; thence

1.) South 80 degrees 29 minutes 38 seconds West, along said northerly right-of-way line, a distance of 20.00 feet to a point; thence

Along an easement line for the following sixteen (16) courses:

2.) North 09 degrees 30 minutes 22 seconds West, a distance of 473.34 feet to a point; thence

3.) South 80 degrees 29 minutes 38 seconds West, a distance of 41.94 feet to a point; thence

4.) North 11 degrees 18 minutes 24 seconds West, a distance of 205.14 feet to a point of tangent curvature; thence

5.) Along a curve to the right, having a radius of 45.00 feet, a central angle of 48 degrees 39 minutes 20 seconds, an arc distance of 38.21 feet, and a chord bearing and distance of North 13 degrees 01 minute 16 seconds East 37.08 feet to a point; thence

6.) North 37 degrees 20 minutes 56 seconds East, a distance of 9.43 feet to a point of tangent curvature; thence

7.) Along a curve to the right, having a radius of 70.00 feet, a central angle of 62 degrees 29 minutes 37 seconds, an arc distance of 76.35 feet, and a chord bearing and distance of North 68 degrees 35 minutes 45 seconds East 72.62 feet to a point; thence

8.) South 80 degrees 09 minutes 27 seconds East, a distance of 11.42 feet to a point of tangent curvature; thence

9.) Along a curve to the right, having a radius of 79.00 feet, a central angle of 40 degrees 16 minutes 10 seconds, an arc distance of 55.52 feet, and a chord bearing and distance of South 60 degrees 01 minute 22 seconds East 54.39 feet to a point; thence

10.) North 23 degrees 29 minutes 21 seconds East, a distance of 36.50 feet to a point; thence

11.) South 64 degrees 47 minutes 14 seconds East, a distance of 20.01 feet to a point; thence

12.) South 23 degrees 29 minutes 21 seconds West, a distance of 49.26 feet to a point; thence

13.) South 29 degrees 56 minutes 47 seconds East, along a line, a distance of 134.04 feet to a point of tangent curvature; thence

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14.) Along a curve to the right, having a radius of 52.00 feet, a central angle of 62 degrees 17 minutes 55 seconds, an arc distance of 56.54 feet, and a chord bearing and distance of South 01 degree 12 minutes 10 seconds West 53.80 feet to a point; thence

15.) South 32 degrees 21 minutes 08 seconds West, a distance of 29.26 feet to a point; thence

16.) South 80 degrees 29 minutes 38 seconds West, a distance of 103.31 feet to a point; thence

17.) South 09 degrees 30 minutes 22 seconds East, a distance of 473.34 feet to the point or place of BEGINNING.

The above described easement contains 54,126 sf (1.24 acres), more or less, as shown on a map entitled "The Homestead at Hamilton Dedication & Easement Plan" as prepared by Menlo Engineering Associates; Inc.; Job No. 2006.064; Dwg. No. EP-1; dated February 8, 2013 and revised through January 7, 2014.

10' Wide Drainage Easement (Deed Book 2010 Page 704)

30' Wide Sinclair Pipeline Company Easement (Deed Book 1240 Page 517)

25' Wide Sanitary Sewer Easement (Deed Book 2145 Page 748)

20' Wide Drainage Easement to the Township of Hamilton (Deed Book 1775 Page 67)

BP/dp
MEA #2006.064
February 8, 2013
Rev. 1) April 30, 2013
Rev. 2) January 7, 2014

Document is NOT a certified copy

ed R. Coco
Professional Engineer/Land Surveyor
NJ PE&LS #26264

O:\Documents\2006\2006.064\ENG\2006.064-Legal Desc.-Block 2173 Lot 8.01.docx

30. Mercer ARC – 12 Compton Lane

INSTR # 2018039294
D BK 6340 PG 1773 Pgs 1773 - 1778; (6 pgs)
RECORDED 09/12/2018 10:06:23 AM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

Mercer County
Document Summary Sheet

Mercer County Clerk PO Box 8068 240 West State Street 6th Floor Trenton NJ 08650	Return Name and Address Township of Hamilton Office of the Municipal Clerk 2090 Greenwood Ave PO Box 00150 Hamilton, NJ 08650-0150

180363

Official Use Only

Submitting Company	Township of Hamilton
Document Date *(mm/dd/yyyy)*	08/13/2018
Document Type	Deed-Restriction Affordable Housing
No. of Pages of the Original Signed Document *(including the cover sheet)*	6
Consideration Amount *(if applicable)*	

	Name(s) *(Last Name First Name Middle Initial Suffix) (or Company Name as written)*	Address *(Optional)*
First Party *(Grantor or Mortgagor or Assignor) (Enter up to five names)*	Township of Hamilton	2090 Greenwood Avenue, Hamilton, NJ
Second Party *(Grantee or Mortgagee or Assignee) (Enter up to five names)*	The Arc/Mercer	12 Compton Way, Hamilton, NJ

Parcel Information *(Enter up to three entries)*	Municipality	Block	Lot	Qualifier	Property Address
	Hamilton	1845	11		12 Compton Way

Reference Information *(Enter up to three entries)*	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

*DO NOT REMOVE THIS PAGE.
DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF MERCER COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

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COPY

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 13th day of August, 2018, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("the Township"), and The Arc/Mercer, Inc., a not-for-profit corporation of the State of New Jersey, having offices at 180 Ewingville Road, Ewing, New Jersey 08638, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

31

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Township regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction with respect to the land and improvements more specifically described in Article 2 hereof (the Property).

18 226

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Section 1845, Lot 11 as shown of the Tax Map of the Township of Hamilton and is known by the street address: 12 Compton Way ("the Unit").

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period") commencing upon the latter of the date hereof or the date on which the first

eligible person occupies the Unit and shall expire as determined under the Uniform Housing Affordability Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, the Unit shall remain subject to the requirements of this subchapter until the Township elects to release it from such requirements. Prior to such a municipal election the Unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Property shall be used solely for the purpose of providing the Unit for very low-income individuals, and no commitment for residency in the Unit shall be given or implied, without exception, to any person who has not been certified for the Unit in writing by the Township's Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.

C. No improvements may be made to the Property that would affect the bedroom configuration of the Unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.

D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ATTEST:

Allison J. Sabo
Deputy Municipal Clerk

Hamilton Township

By: _____
Martin Flynn, Acting Mayor

WITNESS:

Michael Kearns
Director of Facilities

Arc/Mercer, Inc.

By: _____
Title: Executive Director
Steven P. Cook

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ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 5th day of Sept, 2018, before me, the subscriber, personally appeared Steven P. Fuck who I am satisfied is the person who executed the foregoing instrument as EVDR of Arc/Mercer, Inc., a not-for-profit corporation, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Arc/Mercer, Inc.

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

Lorraine M Offredo
Notary Public
New Jersey
My Commission Expires 8-3-19

Lorraine M. Offredo
Notary Public
My Commission Expires:

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 5 day of Sept 2018, before me, the subscriber, personally appeared Martin Flynn, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that he, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

* Acting

Brittani Radice-Calderone
Notary Public
My Commission Expires

BRITTANI RADICE-CALDERONE
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2395047
My Commission Expires 8/5/2020

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION

No. 18 226

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION AUTHORIZING EXECUTION OF DEED RESTRICTION; DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING (12 Compton Way; Block 1845, Lot 11)

Whereas a certain property, known as 12 Compton Way, Block 1845, Lot 11, has or will include affordable units meeting the requirements of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 *et seq.*; and

Whereas it is necessary to record a deed restriction setting forth affordable housing requirements with respect to such units; and

Whereas the attached Deed Restriction; Deed-Restricted Affordable Housing Property with Restrictions on Resale and Refinancing conforms to the requirements of the Uniform Housing Affordability Controls and satisfies the obligation to record such an instrument; and

Whereas it is in the best interest of the Township to execute and record such an instrument; and

Now, Therefore, Be It Resolved by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the Mayor and Clerk are authorized and directed to execute such instrument and that the Township record such instrument after execution by the other party thereto.

18 226

ADOPTED BY COUNCIL ON AUGUST 21, 2018
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER	✓					
RALPH V. MASTRANGELO	✓				✓	
RICHARD L. TIGHE, JR.	✓					✓
JEFFREY S. MARTIN	✓					
ANTHONY P. CARABELLI, JR.	✓					

X – Indicates Vote A.B. – Absent N.V. – Not Voting RES. - Moved SEC. – Seconded

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B-1094
L-32

Map 95 Block 1845 Lot 11

Location 12 Compton Way

Size 98 x 113

Plotted By JF Date 9-25-18

Remarks Deed Restriction
Affordable Housing

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION

No. 18 226

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION AUTHORIZING EXECUTION OF DEED RESTRICTION; DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING (12 Compton Way; Block 1845, Lot 11)

Whereas a certain property, known as 12 Compton Way, Block 1845, Lot 11, has or will include affordable units meeting the requirements of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 *et seq.*; and

Whereas it is necessary to record a deed restriction setting forth affordable housing requirements with respect to such units; and

Whereas the attached Deed Restriction; Deed-Restricted Affordable Housing Property with Restrictions on Resale and Refinancing conforms to the requirements of the Uniform Housing Affordability Controls and satisfies the obligation to record such an instrument; and

3)

Whereas it is in the best interest of the Township to execute and record such an instrument; and

18 226

Now, Therefore, Be It Resolved by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the Mayor and Clerk are authorized and directed to execute such instrument and that the Township record such instrument after execution by the other party thereto.

ADOPTED BY COUNCIL ON AUGUST 21, 2018
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER	✓					
RALPH V. MASTRANGELO	✓				✓	
RICHARD L. TIGHE, JR.	✓					✓
JEFFREY S. MARTIN	✓					
ANTHONY P. CARABELLI, JR.	✓					

X – Indicates Vote A.B. – Absent N.V. – Not Voting RES. - Moved SEC. – Seconded

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AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES

THIS AGREEMENT made as of this 30th day of August, 2018 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and The Arc/Mercer, Inc., a non-for-profit corporation of the State of New Jersey, having offices at 180 Ewingville Road, Ewing, New Jersey 08638 ("Mercer Arc").

W I T N E S S E T H:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 *N.J.* 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A.* 52:27D-301 *et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, the Township has also prepared a Spending Plan that, with the Fair Share Plan, is be subject to court approval; and

WHEREAS, the Spending Plan includes an allocation of $90,000.00 to Mercer Arc for acquisition and rehabilitations costs for 12 Compton Way, which will be converted into a three bedroom group home for persons over the age of 18 with developmental disabilities, such allocation being at the request of the Mercer Arc.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

I. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund, in the amount of $90,000.00, to Mercer Arc for the purpose of subsidizing acquisition and rehabilitation costs for a property at 12 Compton Way to be used, after renovations, as a three bedroom group home for very low-income emancipated adults with developmental disabilities (hereinafter "the Property"). The payment shall be made at the time of closing on the Property, provided that the requirements of Paragraph VIII have been satisfied.

II. Mercer Arc agrees to use the Monies to defray acquisition and renovation costs.

III. Mercer Arc shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Property shall not be age restricted and shall be available only to very low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. The Property shall be subject to affordability controls for very low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of a deed restriction prepared by the Township and recorded by the Office of the Mercer County Clerk. Mercer Arc agrees to execute such instrument.

IV. Mercer Arc shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. Mercer Arc in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.

V. Mercer Arc shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable very low-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. Mercer Arc Services shall pay the Administrative Agent a charge of $200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a very low-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C.* 5:80-26.1 *et seq*. Such amount may be adjusted to reflect increases in the cost of living.

VI. The Monies provided by the Township shall be returned to it by Mercer Arc if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for the Property shall be returned to the Township should Mercer Arc fail to obtain a certificate of occupancy for the Property, should it fail to comply with the Uniform Housing Affordability Controls or should any section of this Agreement not be met.

VII. Mercer Arc shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

VIII. The disbursements of the Monies by the Township to Mercer Arc shall be made in full upon the following:

A. Approval of the Township's Spending Plan or of the disbursement set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;

B. The Township is convinced of the creditworthiness of each project; and

C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).

IX. Miscellaneous

A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Mercer Arc and its attorneys have had substantial input into the terms and conditions contained herein, this

Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

SIGNATURES APPEAR ON THE NEXT PAGE

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

Attest:

Eileen A. Gore, RMC, CMC

Date: 9/10/18

TOWNSHIP OF HAMILTON

Mayor Kelly A. Yaede

Attest:

Date: 8/20/18

The Arc/Mercer

(Print Name and Title)

Steven P. Cook
Executive Director

Arc Mercer Inc. Services Agreement for the Commitment of Affordable Housing Trust Monies 8/9/18

RECEIVED SEP 07 2018

31. Mercer ARC – Cedar Lane

See 2004 COAH Compliance Report for evidence of eligibility for credit.

32. Mercer ARC – Route 156

See 2004 COAH Compliance Report for evidence of eligibility for credit.

33. Mercer ARC – 236 Murray

Mercer County Clerk **Paula Sollami Covello** **PO Box 8068** **240 West State Street** **6th Floor** **Trenton NJ 08650**

Official Use Only – Realty Transfer Fee	
Date of Document April 3, 2018	Type of Document Deed
First Party Name Township of Hamilton	Second Party Name The Arc/Mercer, Inc
Additional Parties	

THE FOLLOWING SECTION IS **REQUIRED** FOR DEEDS ONLY
BUT SUGGESTED FOR ALL DOCUMENTS

Lot 21	Block 2683
Municipality Township of Hamilton	Consideration
Mailing Address of Grantee 180 Ewingville Road Ewing, NJ 08638	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book	Original Page

Township of Hamilton
APR 20 2018
Division of Planning

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 3rd day of April, 2018, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("the Township"), and The Arc/Mercer, Inc., a not-for-profit corporation of the State of New Jersey, having offices at 180 Ewingville Road, Ewing, New Jersey 08638, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Township regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction with respect to the land and improvements more specifically described in Article 2 hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Section 2683, Lot 21 as shown of the Tax Map of the Township of Hamilton and is known by the street address: 236 Murray Avenue ("the Unit").

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period") commencing upon the latter of the date hereof or the date on which the first

eligible person occupies the Unit and shall expire as determined under the Uniform Housing Affordability Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, the Unit shall remain subject to the requirements of this subchapter until the Township elects to release it from such requirements. Prior to such a municipal election the Unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Property shall be used solely for the purpose of providing the Units for very low-, low-, and moderate-income individuals, and no commitment for residency in the Unit shall be given or implied, without exception, to any person who has not been certified for the Unit in writing by the Township's Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.

C. No improvements may be made to the Property that would affect the bedroom configuration of the Unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.

D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ATTEST:

Eileen A. Gore, RMC, CMC

Hamilton Township

By: Kelly A. Yaede, Mayor

WITNESS:

Arc/Mercer, Inc.

By: Steven P. Cook, Executive Director

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 3rd day of April, 2018, before me, the subscriber, personally appeared Steven P. Cook, who I am satisfied is the person who executed the foregoing instrument as Executive Director of Arc/Mercer, Inc., a not-for-profit corporation, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Arc/Mercer, Inc.

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

Lorraine M Offredo
Notary Public
My Commission Expires:

Lorraine M Offredo
Notary Public
New Jersey
My Commission Expires 5-3-19

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 17th day of April 2018, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

Notary Public
My Commission Expires

ALISON J. SABO
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2445865
My Commission Expires 4/20/2019

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 17 281

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO THE ARC/MERCER, INC. TO PURCHASE 236 MURRAY AVENUE (4 BEDROOMS); ($125,000.00 TOTAL GRANT AMOUNT)

Whereas Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 16, 2008; and

Whereas Hamilton Township petitioned the Superior Court on July 7, 2015 for determination of Hamilton Township's request for Housing Element and Fair Share Plan, as well as Builders Remedy Immunity; and

Whereas the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1 et seq.); and

Whereas The Arc/Mercer Inc. is a not-for-profit organization that is committed to securing for all people with developmental disabilities the opportunity to choose and realize their goals; and

Whereas The Arc/Mercer Inc. is interested in purchasing a property located at 236 Murray Avenue in Hamilton Township, which will be renovated to create a 4 bedroom community home to provide permanent housing for individuals with developmental disabilities; and

Whereas The Arc/Mercer Inc. has requested a grant from Hamilton Township's Affordable Housing Trust Fund in order to subsidize the cost of the purchase of and renovations to the aforementioned property; and

Whereas Mayor Kelly A. Yaede and the Council of Hamilton wish to allocate $125,000.00 from the Township's Affordable Housing Trust Fund to The Arc/Mercer Inc., for the purchase of and renovations to 236 Murray Avenue (4 bedrooms); and

Whereas upon acceptance of these grant monies, the aforesaid property will be subject to 30-year deed restrictions as an affordable housing property; and

Whereas this allocation is also subject to COAH's/Court's approval of the creditworthiness of the unit located at 236 Murray Avenue (4 bedrooms) and the expenditure of funds for the purchase of and renovations to said unit; and

Whereas this allocation is also subject to execution of an Agreement between The Arc/Mercer Inc. and Hamilton Township; and

Whereas it is in the best interest of the citizens of the Township to proceed with this commitment to The Arc/Mercer Inc.;

17 281

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 17 281

RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO THE ARC/MERCER, INC. TO PURCHASE 236 MURRAY AVENUE (4 BEDROOMS); ($125,000.00 TOTAL GRANT AMOUNT)

Now, Therefore, Be It Resolved by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that subject to COAH's/Court's express approval, the proper municipal officials be and hereby are authorized to allocate $125,000.00 from the Township's Affordable Housing Trust Fund to The Arc/Mercer Inc., in order to subsidize the purchase of and renovations to a property located at 236 Murray Avenue (4 bedrooms) in Hamilton Township.

3C

17 281

ADOPTED BY COUNCIL ON October 17, 2017
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
DAVID J. KENNY			✓			
ILEANA SCHIRMER	✓					
DINA THORNTON	✓					✓
RALPH V. MASTRANGELO	✓				✓	
DENNIS A. PONE	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting RES. - Moved SEC. - Seconded

W:\COUNCIL\Resolution\COAH\MercerArc.236MurrayAve.2017.wpd

AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES

THIS AGREEMENT made as of this 5 day of January, 2018 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and The Arc/Mercer, Inc., a non-for-profit corporation of the State of New Jersey, having offices at 180 Ewingville Road, Ewing, New Jersey 08638 ("Mercer Arc").

W I T N E S S E T H:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 *N.J.* 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A.* 52:27D-301 *et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, the Township has also prepared a Spending Plan that, with the Fair Share Plan, is be subject to court approval; and

WHEREAS, the Spending Plan includes an allocation of $125,000.00 to Mercer Arc for acquisition costs for 236 Murray Avenue, which will be converted into a four bedroom group home for persons over the age of 18 with developmental disabilities, such allocation being at the request of the Mercer Arc.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

I. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund, in the amount of $125,000.00, to Mercer Arc for the purpose of defraying acquisition costs for a property at 236 Murray Avenue to be used, after renovations, as a four bedroom group home for very-low income emancipated adults with developmental disabilities (hereinafter "the Property"). The payment shall be made at the time of closing on the Property, provided that it has been approved by a court of competent jurisdiction.

II. Mercer Arc agrees to use the Monies to defray acquisition costs.

III. Mercer Arc shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Property shall not be age restricted and shall be available only to low-income or very low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. The Property shall be subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of deed restrictions prepared by the Township and recorded by the Office of the Mercer County Clerk. Mercer Arc agrees to execute such instruments.

IV. Mercer Arc shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. Mercer Arc in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.

V. Mercer Arc shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. Mercer Arc Services shall pay the Administrative Agent a charge of $200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a low- or moderate-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C.* 5:80-26.1 *et seq*. Such amount may be adjusted to reflect increases in the cost of living.

VI. The Monies provided by the Township shall be returned to it by Mercer Arc if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for the Property shall be returned to the Township should Mercer Arc fail to obtain a certificate of occupancy for the Properties, should it fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.

VII. Mercer Arc shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-

profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

VIII. The disbursements of the Monies by the Township to Mercer Arc shall be made in full upon the following:

A. Approval of the Township's Spending Plan or of the disbursement set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;

B. The Township is convinced of the creditworthiness of each project; and

C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).

IX. Miscellaneous

A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Mercer Arc and its attorneys

have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

SIGNATURES APPEAR ON THE NEXT PAGE

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

Attest:

Eileen A. Gore, RMC, CMC

Date: 1/24/18

TOWNSHIP OF HAMILTON

Mayor Kelly A. Yaede

Attest:

Date: 1/5/18

Lorraine M Offredo
Notary Public
New Jersey
My Commission Expires 5-3-18

The Arc/Mercer

Steven P. Cook – Executive Director

34. Mercer ARC – 11 Phaeton Drive

The Arc
Mercer

Achieve with us.®

Robert C. Poppert, PP, AICP
Township Planner, Division of Planning
Municipal Housing Liaison
Department of Community Planning and Compliance
2090 Greenwood Avenue
Hamilton, NJ 08650
609-890-3674
rpoppert@hamiltonnj.com

October 24, 2018

Dear Mr. Poppert,

It was a pleasure speaking with you concerning COAH credits, per our conversation with your office, I am formally requesting $120,000.00 COAH matching funds to enable The Arc Mercer to purchase and renovate a four bedroom home in Hamilton to meet the needs of adults with special needs.

The address of the projected home is 11 Phaeton Drive, Hamilton, NJ. The home is listed for sale and we are currently looking for move forward with the purchase of the home. I have attached the information sheet on the property. It is an excellent property, in a great neighborhood, and will need just the State of New Jersey, Division of Disabilities (DDD) required repairs.

The Arc Mercer is proud to be a partner with Hamilton Township to meet the COAH needs of the township while serving the families of people with special needs in Mercer County.

We greatly appreciate your consideration of this request. I am contacting you as the Director of Facilities for The Arc Mercer and can be reached at 609-643-5220 or mkearns@arcmercer.org for any additional information.

Thank you so much for your dedication in serving the affordable housing needs of people with special needs in Hamilton. I look forward to your response and partnering on this future endeavor.

Yours truly,

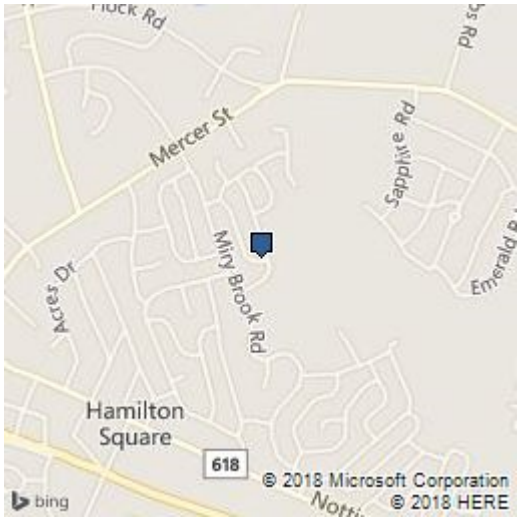
Michael Kearns
Director of Facilities
The Arc Mercer

180 Ewingville Road Ewing, NJ 08638 609.406.0181 Fax: 609.406.9258 www.arcmercer.org

11 Phaeton Dr, Hamilton Square, NJ 08690 **Residential** **Active** **$289,900**



1 / 25



MLS #:	**7206776**	Beds:	**4**
Tax ID #:	**03-01848-00015**	Baths:	**2 / 0**
County:	**Mercer, NJ**	Approx Interior SQFT:	**1,664 / Assessor**
MLS Area:	**Hamilton Twp - Mercer County (21103)**	Price / Sq Ft:	**$174.22**
Subdiv / Neigh:	**Sunset Manor**	Style:	**Ranch**
School District:	**Hamilton Townsh**	Design:	**1 Story**
- High:	**Hamilton East-Steinert H.S.**	Type:	**Single/Detached**
- Middle:	**Emily C. Reynolds M.S.**	Ownership:	**Fee Simple**
- Elementary:	**University Hts./H.D. Morrison E.S.**	Age:	**63**
Building:		New Construct:	**No**
Floor Number:		Condition:	**Average+**
Waterfront:	**No**	Central Air:	**Yes**

Lot Info

Acres / Lot Sq Ft:	**.17 / 7,500**
Lot Dimensions:	**75X100**
Land Use / Zoning:	**RES**
Block / Lot:	**01848 / 00015**

Tax Info

Taxes / Year:	**$6,785 / 2017**
Assessment:	**$233,800**
Land Assessment:	**84,500**
Improvement Asmt:	**149,300**

Association / Community

Condo / HOA:	**No / No**	Adult 55+/62+ Comm:	**No**
Recurring Fee:		One-Time Fee:	

Rooms

Total Rooms:

Full Baths:	**2 Main, 0 Up, 0 Low**		Part Baths:	**0 Main, 0 Up, 0 Low**	
Main Bedroom:	17 x 16	Main	Living/Great Room:	12 x 20	Main
Second Bedroom:	12 x 13	Main	Kitchen:	30 x 12	Main
Third Bedroom:	12 x 13	Main	Family Room:	12 x 12	Main
Fourth Bedroom:	12 x 8	Main			

Features

Exterior:	**Aluminum/Steel Exterior, Vinyl Exterior, Fencing, Sidewalks, Street Lights, No Swimming Pool**
Interior:	**Cable TV Wired, Cathedral/Vault Ceiling, Skylight(s), Access Panel Attic, Foyer/Vestibule Entrance, Den/Study/Library, No/Unknown Accessibility Modifications, Main Floor Laundry, No Fireplace**
Kitchen:	**Eat-In Kitchen, Built In Dishwasher, Built In Range, Built In Refrigerator, Cook Top, Gas Cooking**
Basement:	**Crawl Space**
Parking:	**No Garage, 2-Car Parking, Driveway Parking, Street Parking**

1111

Utilities:	**Central Air, Gas Heating, Hot Air , Gas Hot Water, Public Water, Public Sewer**
Inclusions:	**Washer, Dryer, Refrigerator**

Remarks

Public: **Expanded and well maintained. This 4 bedroom 2 full bath offers a Master bedroom suite addition. New expanded 30 x 12 Kitchen. Den with cathedral ceilings. 2 new baths, newer windows, siding and roof. Covered side porch. You will be impressed with size and open floor plan. Fenced in yard and the list goes on.**

Directions: **Mercer to Mirybrook to left on Sun Valley to right on Phaeton**

Listing Information

MLS #:720677

Earliest Possession: **30-90 Days** Days On Market: **99**

Cynthia Malsbury
ERA Central Realty Group
609-203-4959

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TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 18 357

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO THE ARC/MERCER, INC. TO PURCHASE AND RENOVATE 11 PHAETON DRIVE (4 BEDROOMS); ($120,000.00 TOTAL GRANT AMOUNT)

Whereas Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 16, 2008; and

Whereas Hamilton Township petitioned the Superior Court on July 7, 2015 for determination that Hamilton Township's Housing Element and Fair Share Plan is constitutionally compliant, as well as a Judgment of Compliance and Repose and Builders Remedy Immunity; and

18 357

Whereas on November 7, 2018 the court ruled after conclusion of a final compliance hearing that Hamilton Township had a constitutionally compliant Housing Element and Fair Share Plan and directed that an order be entered so providing and subject to specified conditions; and

Whereas the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.); and

Whereas The Arc/Mercer Inc. is a not-for-profit organization that is committed to securing for all people with developmental disabilities the opportunity to choose and realize their goals; and

Whereas The Arc/Mercer Inc. is interested in purchasing a property located at 11 Phaeton Drive in Hamilton Township, which will be renovated to create a 4 bedroom community home to provide permanent housing for individuals with developmental disabilities; and

Whereas The Arc/Mercer Inc. has requested a grant from Hamilton Township's Affordable Housing Trust Fund in order to subsidize the cost of the purchase of and renovations to the aforementioned property; and

Whereas Mayor Kelly A. Yaede and the Council of Hamilton wish to allocate $120,000.00 from the Township's Affordable Housing Trust Fund to The Arc/Mercer Inc., for the purchase of and renovations to 11 Phaeton Drive (4 bedrooms); and

Whereas upon acceptance of these grant monies, the aforesaid property will be subject to a deed restriction as an affordable housing property for 30 years and thereafter until terminated by the Township; and

Whereas this allocation is also subject to the Court's approval of the creditworthiness of the unit located at 11 Phaeton Drive (4 bedrooms) and the expenditure of funds for the purchase of and renovations to said unit; and

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 18 357

RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO THE ARC/MERCER, INC. TO PURCHASE AND RENOVATE 11 PHAETON DRIVE (4 BEDROOMS); ($120,000.00 TOTAL GRANT AMOUNT)

Whereas this allocation is also subject to execution of an Agreement between The Arc/Mercer Inc. and Hamilton Township; and

Whereas it is in the best interest of the citizens of the Township to proceed with this commitment to The Arc/Mercer Inc.;

Now, Therefore, Be It Resolved by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that upon entry of a Conditional Judgment of Compliance and Repose, the proper municipal officials be and hereby are authorized to allocate $120,000.00 from the Township's Affordable Housing Trust Fund to The Arc/Mercer Inc., in order to subsidize the purchase of and renovations to a property located at 11 Phaeton Drive (4 bedrooms) in Hamilton Township.

Be It Further Resolved by the Council of the Township of Hamilton that the Mayor and Clerk are authorized and directed to execute a Deed Restriction for the aforementioned property and that the Township shall record such instrument after execution by the other party thereto.

Be It Further Resolved by the Council of the Township of Hamilton that the proper officials be and hereby are authorized to execute an Agreement with The Arc/Mercer Inc., and that their signatures constitute acceptance of the terms and conditions of the Agreement.

36

18 357

ADOPTED BY COUNCIL ON December 18, 2018
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER	✓					✓
RALPH V. MASTRANGELO	✓					
RICHARD L. TIGHE, JR.	✓					
JEFFREY S. MARTIN	✓				✓	
ANTHONY P. CARABELLI, JR.	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting RES. - Moved SEC. - Seconded

AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES

THIS AGREEMENT made as of this 15 day of May, 2019 (the "Effective Date") by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and The Arc/Mercer, Inc., a non-for-profit corporation of the State of New Jersey, having offices at 180 Ewingville Road, Ewing, New Jersey 08638 ("Mercer Arc").

WITNESSETH:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 *N.J.* 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A.* 52:27D-301 *et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, the Township has also prepared an Amended Spending Plan that, with an Amended Fair Share Plan, are subject to court approval; and

WHEREAS, Mercer Arc wishes to renovate 11 Phaeton Drive for use as a four-bedroom group home for persons over the age of 18 with developmental disabilities, and wishes to request an allocation of monies from the Township's Affordable Housing Trust Fund for this purpose.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

I. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund, in the amount of $120,000.00, to Mercer Arc for the purpose of subsidizing renovation costs for a property at 11 Phaeton Drive to be used, after renovations, as a four bedroom group home for very low-income emancipated adults with developmental disabilities ("the Property").

II. Mercer Arc agrees to use the Monies to defray renovation costs.

III. Mercer Arc shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Property shall not be age restricted and shall be available only to very low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. The Property shall be subject to affordability controls for very low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of a deed restriction prepared by the Township and recorded by the Office of the Mercer County Clerk. Mercer Arc agrees to execute such instrument.

IV. Mercer Arc shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. Mercer Arc in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.

V. Mercer Arc shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable very low-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. Mercer Arc Services shall pay the Administrative Agent a charge of $200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a very low-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C.* 5:80-26.1 *et seq*. Such amount may be adjusted to reflect increases in the cost of living.

VI. The Monies provided by the Township shall be returned to it by Mercer Arc if within the affordability control period described above it ceases to function or provide the services set forth herein, unless the Township approves a different operator of the house and any changes in the services rendered. The Monies provided by the Township for the Property shall be returned to the Township should Mercer Arc fail to obtain a certificate of occupancy for the Property, should it fail to comply with the Uniform Housing Affordability Controls or should any section of this Agreement not be met.

VII. Mercer Arc shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

VIII. The disbursements of the Monies by the Township to Mercer Arc shall be made in full upon the following:

A. Approval of the Township's Spending Plan or of the disbursement set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;

B. The Township is convinced of the creditworthiness of each project; and

C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).

IX. Miscellaneous

A. Severability. The provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement.

F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with counsel, that each Party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between them with respect to the subject matter hereof, except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, or participate in any decision relating to the Agreement that is prohibited by law, absent the need to invoke the rule of necessity.

SIGNATURES APPEAR ON THE NEXT PAGE

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the Effective Date.

Attest:

Eileen A. Gore, RMC, CMC

Date: 5/28/19

TOWNSHIP OF HAMILTON

Mayor Kelly A. Yaede

Attest:

Michael Kerns

Date: 5/15/19

The Arc/Mercer

By:

Exective Director Steven P. Cook

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 1ST day of May, 2019, before me, the subscriber, personally appeared Steven P Cook who I am satisfied is the person who executed the foregoing instrument as ED Director of Arc/Mercer, Inc., a not-for-profit corporation, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Arc/Mercer, Inc.

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

Lorraine M. Offredo
Notary Public
My Commission Expires

Lorraine M Offredo
Notary Public
New Jersey
My Commission Expires 5-3-24

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 28 day of May 2019, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

ERIN O. EMBLEY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50097874
My Commission Expires 1/28/2024

Notary Public
My Commission Expires 1/28/24

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 15 day of May, 2019, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("the Township"), and The Arc/Mercer, Inc., a not-for-profit corporation of the State of New Jersey, having offices at 180 Ewingville Road, Ewing, New Jersey 08638, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits received by the Owner from the Township regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction with respect to the land and improvements more specifically described in Article 2 hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Block 1848, Lot 15 as shown of the Tax Map of the Township of Hamilton and is known by the street address: 11 Phaeton Drive ("the Unit").

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period") commencing upon the latter of the date hereof or the date on which the first eligible person occupies the Unit and shall expire as determined under the Uniform Housing Affordability Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, the Unit shall remain subject to the requirements of this subchapter until the Township elects to release it from such requirements. Prior to such a municipal election the Unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Property shall be used solely for the purpose of providing the Unit as a group home for very low-income individuals, and no commitment for residency in the Unit shall be given or implied, without exception, to any person who has not been certified for the Unit in writing by the Township's Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.

C. No improvements may be made to the Property that would affect the bedroom configuration of the Unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.

D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened or actual breach of any of the Covenants by the Owner, or any successor-in-interest of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by Owner, or any successor-in-interest or other owner of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ATTEST:

Hamilton Township

Eileen A. Gore, RMC, CMC

By: Kelly A. Yaede, Mayor

WITNESS:

Arc/Mercer, Inc.

Michael Kearns

By:

Title: Executive Director
Steven P. Cook

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 15th day of May, 2019, before me, the subscriber, personally appeared Steven P Cook who I am satisfied is the person who executed the foregoing instrument as Ex Director of Arc/Mercer, Inc., a not-for-profit corporation, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Arc/Mercer, Inc.

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

Lorraine M Offredo
Notary Public
My Commission Expires:

Lorraine M Offredo
Notary Public
New Jersey
My Commission Expires 5-3-24

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 29 day of MAY 2019, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

ERIN O. EMBLEY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50097874
My Commission Expires 1/28/2024

Notary Public
My Commission Expires 1/28/24

35. Mercer ARC – 88 Village Drive West

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 19-246

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO THE ARC MERCER TO PURCHASE AND RENOVATE 88 VILLAGE DRIVE WEST (4 BEDROOMS); ($120,000.00 TOTAL GRANT AMOUNT)

Whereas Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 16, 2008; and

Whereas Hamilton Township petitioned the Superior Court on July 7, 2015 for determination that Hamilton Township's Housing Element and Fair Share Plan is constitutionally compliant, as well as a Judgment of Compliance and Repose and Builders Remedy Immunity; and

Whereas on November 7, 2018 the court ruled after conclusion of a final compliance hearing that Hamilton Township had a constitutionally compliant Housing Element and Fair Share Plan and directed that an order be entered so providing and subject to specified conditions; and

Whereas the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 *et seq.*); and

Whereas The Arc Mercer is a not-for-profit organization that is committed to securing for all people with developmental disabilities the opportunity to choose and realize their goals; and

Whereas The Arc Mercer is interested in purchasing a property located at 88 Village Drive West in Hamilton Township, which will be renovated to create a 4 bedroom community home to provide permanent housing for individuals with developmental disabilities; and

Whereas The Arc Mercer has requested a grant from Hamilton Township's Affordable Housing Trust Fund in order to subsidize the cost of the purchase of and renovations to the aforementioned property; and

Whereas Mayor Kelly A. Yaede and the Council of the Township of Hamilton wish to allocate $120,000.00 from the Township's Affordable Housing Trust Fund to The Arc Mercer for the purchase of and renovations to 88 Village Drive West (4 bedrooms); and

Whereas upon acceptance of these grant monies, the aforesaid property will be subject to a deed restriction as an affordable housing property for 30 years and thereafter until terminated by the Township; and

Whereas this allocation is also subject to the Court's approval of the creditworthiness of the unit located at 88 Village Drive West (4 bedrooms) and the expenditure of funds for the purchase of and renovations to said unit; and

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 19-246

RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO THE ARC MERCER TO PURCHASE AND RENOVATE 88 VILLAGE DRIVE WEST (4 BEDROOMS); ($120,000.00 TOTAL GRANT AMOUNT)

Whereas this allocation is also subject to execution of an Agreement between The Arc Mercer and the Township of Hamilton; and

Whereas it is in the best interest of the citizens of the Township to proceed with this commitment to The Arc Mercer;

Now, Therefore, Be It Resolved by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that upon entry of a Final Judgment of Compliance and Repose, the proper municipal officials be and hereby are authorized to allocate $120,000.00 from the Township's Affordable Housing Trust Fund to The Arc Mercer, in order to subsidize the purchase of and renovations to a property located at 88 Village Drive West (4 bedrooms) in Hamilton Township.

Be It Further Resolved by the Council of the Township of Hamilton that the Mayor and Clerk are authorized and directed to execute a Deed Restriction for the aforementioned property and that the Township shall record such instrument after execution by the other party thereto.

3mm

Be It Further Resolved by the Council of the Township of Hamilton that the proper officials be and hereby are authorized to execute an Agreement with The Arc Mercer and that their signatures constitute acceptance of the terms and conditions of the Agreement.

ADOPTED BY COUNCIL ON June 18, 2019
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER		✓				
RALPH V. MASTRANGELO	✓					✓
ANTHONY P. CARABELLI, JR.	✓					
RICHARD L. TIGHE, JR.		✓			✓	
JEFFREY S. MARTIN	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting RES. - Moved SEC. - Seconded

AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES

THIS AGREEMENT made as of this 14th day of August, 2019 (the "Effective Date") by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and The Arc Mercer, Inc., a non-for-profit corporation of the State of New Jersey, having offices at 180 Ewingville Road, Ewing, New Jersey 08638 ("Arc Mercer").

WITNESSETH:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 *N.J.* 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A.* 52:27D-301 *et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, Arc Mercer wishes to purchase and renovate 88 Village Drive West to create a four-bedroom community home to provide permanent housing for individuals with development disabilities, and wishes to request an allocation of monies from the Township's Affordable Housing Trust Fund for this purpose.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

I. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund in the amount of $120,000.00 to Arc Mercer to subsidize the purchase of and renovations to the property located at 88 Village Drive West as a four-bedroom group home for individuals with developmental disabilities ("the Property").

II. Arc Mercer agrees to use the Monies to defray purchase and renovation costs.

III. Arc Mercer shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C.* 5:80-26.1 *et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described above. The Property shall not be

age restricted and shall be available only to very low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. The Property shall be subject to affordability controls for very low-income households as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of a deed restriction prepared by the Township and recorded by the Office of the Mercer County Clerk. Arc Mercer agrees to execute such instrument.

IV. Arc Mercer shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. Arc Mercer in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.

V. Arc Mercer shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable very low-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. Arc Mercer Services shall pay the Administrative Agent a charge of $200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a very low-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C.* 5:80-26.1 *et seq*. Such amount may be adjusted to reflect increases in the cost of living.

VI. The Monies provided by the Township shall be returned to it by Arc Mercer if within the affordability control period described above it ceases to function or provide the services set forth herein, unless the Township approves a different operator of the house and any changes in the services rendered. The Monies provided by the Township for the Property shall be returned to the Township should Arc Mercer fail to obtain a certificate of occupancy for the Property, should it fail to comply with the Uniform Housing Affordability Controls or should any section of this Agreement not be met.

VII. Arc Mercer shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

VIII. The disbursements of the Monies by the Township to Arc Mercer shall be made in full upon the following:

A. Approval of the Township's spending plan or of the disbursement set forth herein by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;

B. The Township being convinced of the creditworthiness of each project; and

C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.e., trust fund monies have not been seized or forfeited by the State).

IX. Miscellaneous

A. Severability. The provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement.

F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with counsel, that each Party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between them with respect to the subject matter hereof, except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, or participate in any decision relating to the Agreement that is prohibited by law, absent the need to invoke the rule of necessity.

SIGNATURES APPEAR ON THE NEXT PAGE

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the Effective Date.

Attest:

Eileen A. Gore, RMC, CMC

Date: 8/16/19

TOWNSHIP OF HAMILTON

Mayor Kelly A. Yaede

Attest:

Michael Kerans

Date: 8/14/19

The Arc Mercer, Inc.

By: Steven P. Cook
Executive Director

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 14th day of Aug, 2019, before me, the subscriber, personally appeared Steven D Cook who I am satisfied is the person who executed the foregoing instrument as Exec Dir of The Arc Mercer, Inc., a not-for-profit corporation, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of The Arc Mercer, Inc.

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

Lorraine M Offredo
Notary Public
My Commission Expires

Lorraine M Offredo
Notary Public
New Jersey
My Commission Expires 5-3-24

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 16th day of Aug 2019, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

Notary Public
My Commission Expires

ALISON J. SABO
NOTARY PUBLIC OF NEW JERSEY
Comm # 2445565
My Commission Expires 4/20/2024

INSTR # 2019037188
D BK 6379 PG 510 Pgs 510 - 520; (11 pgs)
RECORDED 08/28/2019 09:53:59 AM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

Mercer County
Document Summary Sheet

Mercer County Clerk
PO Box 8068
209 South Broad Street
Trenton, NJ 08650

Return Name and Address
Township of Hamilton
Municipal Clerk
2090 Greenwood Avenue
Hamilton, NJ 08650-0150

Acct #9

Official Use Only

Submitting Company	Township of Hamilton
Document Date *(mm/dd/yyyy)*	08/14/2019
Document Type	Deed Restricted Affordable Housing Property
No. of Pages of the Original Signed Document *(Including the cover sheet)*	11
Consideration Amount *(If applicable)*	

	Name(s) *(Last Name First Name Middle Initial Suffix) (or Company Name as written)*	Address *(Optional)*
First Party *(Grantor or Mortgagor or Assignor) (Enter up to five names)*	Township of Hamilton	2090 Greenwood Avenue
Second Party *(Grantee or Mortgagee or Assignee) (Enter up to five names)*	The Arc Mercer, Inc.	88 Village Drive West

Parcel Information *(Enter up to three entries)*	Municipality	Block	Lot	Qualifier	Property Address
	Hamilton	2712	19		88 Village Drive West

Reference Information *(Enter up to three entries)*	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date
	Deed				

**DO NOT REMOVE THIS PAGE.*
DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF MERCER COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

DSM
11 pgs
9

19-246

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 14th day of August, 2019, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("the Township"), and The Arc Mercer, Inc., a not-for-profit corporation of the State of New Jersey, having offices at 180 Ewingville Road, Ewing, New Jersey 08638, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits received by the Owner from the Township regarding this Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction with respect to the land and improvements more specifically described in Article 2 hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Block 2712, Lot 19 as shown of the Tax Map of the Township of Hamilton and is known by the street address: 88 Village Drive West ("the Unit").

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period") commencing upon the latter of the date hereof or the date on which the first eligible person occupies the Unit and shall expire as determined under the Uniform Housing Affordability Controls, as defined below.

In accordance with *N.J.A.C.* 5:80-26.11, the Unit shall remain subject to the requirements of this subchapter until the Township elects to release it from such requirements. Prior to such a municipal election the Unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (*N.J.A.C.* 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Property shall be used solely for the purpose of providing the Unit as a group home for very low-income individuals, and no commitment for residency in the Unit shall be given or implied, without exception, to any person who has not been certified for the Unit in writing by the Township's Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent.

C. No improvements may be made to the Property that would affect the bedroom configuration of the Unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.

D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at *N.J.A.C.* 5:80-26.1 *et seq.*, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened or actual breach of any of the Covenants by the Owner, or any successor-in-interest of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by Owner, or any successor-in-interest or other owner of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in

violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ATTEST:

Eileen A. Gore, RMC, CMC

Hamilton Township

By: Kelly A. Yaede, Mayor

WITNESS:

Lorraine M Offredo

The Arc Mercer, Inc.

By:

Title: Executive Director

Steven P. Cook

Lorraine M Offredo
Notary Public
New Jersey
My Commission Expires 5-3-24

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 14th day of Aug, 2019, before me, the subscriber, personally appeared Steven P Cook who I am satisfied is the person who executed the foregoing instrument as SVP Dir of The Arc Mercer, Inc., a not-for-profit corporation, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of The Arc Mercer, Inc.

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

Lorraine M Offredo
Notary Public
My Commission Expires:

Lorraine M Offredo
Notary Public
New Jersey
My Commission Expires 5-3-24

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 16th day of August 2019, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

Notary Public
My Commission Expires

ALISON J. SABO
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2445865
My Commission Expires 4/20/2019

Robert C. Poppert, PP, AICP
Township Planner, Division of Planning
Municipal Housing Liaison
Department of Community Planning and Compliance
2090 Greenwood Avenue
Hamilton, NJ 08650
609-890-3674
rpoppert@hamiltonnj.com

April 4, 2019

Dear Mr. Poppert,

It was a pleasure speaking with you concerning COAH funding. Per our conversation with your office, I am formally requesting $37,500 per bedroom – for a total of $150,000 (4 bedrooms) COAH matching funds to enable The Arc Mercer to purchase and renovate an existing three bedroom home, into a four bedroom home to meet the needs of adults with special needs.

The address of the home is 88 Village Drive West, Hamilton, NJ 08620. The home is listed for sale and we are currently looking for move forward with the purchase of the home. I have attached the information sheet on the property. It is an excellent property, in a great neighborhood, and will need just the State of New Jersey, Division of Disabilities (DDD) required renovations. The Arc Mercer is planning on converting the house from its existing 3 bedrooms to 4 bedrooms.

The Arc Mercer is proud to be a partner with Hamilton Township to meet the COAH needs of the township while serving the families of people with special needs in Mercer County.

We greatly appreciate your consideration of this request. I am contacting you as the Director of Facilities for The Arc Mercer and can be reached at 609-643-5220 or mkearns@arcmercer.org for any additional information.

Thank you so much for your dedication in serving the affordable housing needs of people with special needs in Hamilton. I look forward to your response and partnering on this future endeavor.

Yours truly,

Michael Kearns
Director of Facilities
The Arc Mercer

88 Village Dr W

Hamilton, NJ 08620

$259,900 New Listing

Active
3 Bedrms
1 Baths
Built in **1955**

1,188 Sqft
0.38 Acres



1 / 20

This well built custom brick ranch is ideally located in the popular "Washington Square" community in Yardville. It sits on a .38 acre lot that backs to woods owned by Hamilton Twp. There is an over-sized two car attached garage, a 10 x 14' storage shed, paver patio and a 10 x 17' car tent that is included. The interior includes a large living room, spacious eat-in kitchen, 3 bedrooms and a ceramic tile bathroom. The third bedroom with a closet is presently used as a den. There is also a full unfinished basement for extra storage and the opportunity to finish for additional living space. Some of the many features include: hardwood floors, a sun setter retractable awning over the patio, thermopane replacement windows, bay window in the

include: hardwood floors, a sun setter retractable awning over the patio, thermopane replacement windows, bay window in the 3rd bedroom/den, built in microwave and pantry closet, alarm system and all appliances plus a one year home warranty for added peace of mind is included.

About 88 Village Dr W, Hamilton, NJ 08620

Directions: **Yardville Allentown Rd to Papps Dr, to Right on Village**

General Description

List Price	$259,900.00
Status	Active
MLS Number	NJME266882
Property Type	Residential
Tax ID #	03-02712-00019
Ownership Interest	Fee Simple
Association	No
Structure Type	Detached
Levels/Stories	1
Waterfront	No
Views	Trees Woods
Garage	Yes
Beds	3
Baths	1
Above Grade Fin SQFT	1,188 / Assessor
Price/SqFt	$218.77
Year Built	1955
Property Condition	Average+
Style	Ranch/Rambler
Central Air	Yes
Basement	Yes

Location

County	Mercer, NJ
MLS Area	Hamilton Twp - Mercer County (21103)
Subdivision/Neighborhood	Washington Square
HOA	No
Condo/Coop Assoc	No
Senior Community	No

Taxes and Assessment

Tax Annual Amount	$6,734.00
Tax Year	2018
School Tax	0.00
County Tax	$0.00
County Tax Payment Frequency	Annually
City Town Tax	$0.00
City Town Tax Payment Frequency	Annually
Clean Green Assessed	No
Zoning	RESIDENTIAL

Tax Assessed Value	$214,600.00
Assessment Year	2018
Improvement Assessed Value	$128,600.00
Land Assessed Value	$86,000.00
Land Use Code	0
Block/Lot	02712 / 00019

Rooms

Living Room
Main
19 x 11
Kitchen
Main
12 x 14
Master Bedroom
Main
14 x 13
Bedroom
Main
14 x 11
Bedroom
Main
11 x 13

Building Info

Above Grade Finished SQFT	1,188
Above Grade Finished SQFT Source	Assessor
Below Grade Finished SQFT	0
Below Grade Fin SQFT Source	Assessor
Below Grade SQFT Total	0
Below Grade SQFT Total Source	Assessor
Total Finished SQFT	1,188
Total Finished SQFT Source	Assessor
Tax Total Finished Sq Ft	1,188
Below Grade Unfinished SQFT	0
Below Grade Unfinished SQFT Source	Assessor
Total SQFT	1,188
Total SQFT Source	Assessor
Basement Type	Unfinished
Construction Materials	Aluminum Siding
Flooring Type	Carpet, Ceramic Tile, Hardwood, Vinyl
Roof	Asphalt, Shingle

Lot

Lot Size Acres	0.38
Lot Size SqFt	16,500
Lot Size Source	Assessor
Lot Size Dimensions	110.00 x 150.00
Views	Trees Woods

Lot Features	Backs to Trees

Interior Features

Interior Features	Kitchen - Eat-In
Fireplace	No
Fireplaces Total	0
Appliances	Built-In Microwave, Dryer, Refrigerator, Washer
Accessibility Features	None
Security Features	Carbon Monoxide Detector(s), Security System, Smoke Detector
Window Features	Bay/Bow, Insulated
Laundry Type	Basement Laundry
Inclusions	Washer, dryer, refrigerator "As-Is" storage shed, storage tent

Exterior Features

Exterior Features	Sidewalks, Street Lights
Pool	No Pool
Other Structures	Storage Barn/Shed

Parking

Parking Types	Attached Garage, Driveway Parking, On Street Parking
Total Garage Spaces	2
Num Attached Garage Spaces	2
Garage Type	Garage Door Opener, Garage - Front Entry, Inside Access, Oversized Garage
Non-Garage Parking Spaces	2
Total Garage And Parking Spaces	4
Parking Features	Asphalt Driveway

Utility Information

Utilities	Cable TV
Cooling Type	Central A/C
Cooling Fuel	Electric
Electric Service	100 Amp Service, Circuit Breakers
Heating Type	Baseboard - Hot Water
Heating Fuel	Natural Gas
Heating Fuel	Natural Gas
Hot Water	Natural Gas
Water Source	Public
Sewer Septic	Public Sewer

Listing Details

Original List Price	$259,900
DOM	6
Vacation Rental	No
Sale Type	Standard
Listing Term Begins	03/20/2019
Possession	Negotiable

Possession	Negotiable
Acceptable Financing	Cash, Conventional, FHA
Home Warranty	Yes
Federal Flood Zone	No
Disclosures	Prop Disclosure
Documents Available	Seller's Property Disclosure

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Notes for you and your agent

Add note...



All information courtesy of Cindy Malsbury

36. Mercer ARC – 1470 Klockner Road

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 19-358

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO THE ARC MERCER TO DEVELOP LAND LOCATED AT 1470 KLOCKNER ROAD (BLOCK 1804, LOT 97) AND TO CONSTRUCT A SIX (6) BEDROOM HOME TO MEET THE NEEDS OF ADULTS WITH SEVERE MEDICAL AND SPECIAL NEEDS (SIX BEDROOMS; $37,500.00 PER BEDROOM); ($225,000.00 TOTAL GRANT AMOUNT)

Whereas Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 16, 2008; and

Whereas Hamilton Township petitioned the Superior Court on July 7, 2015 for determination that Hamilton Township's Housing Element and Fair Share Plan is constitutionally compliant, as well as a Judgment of Compliance and Repose and Builders Remedy Immunity; and

Whereas on November 7, 2018 the court ruled after conclusion of a final compliance hearing that Hamilton Township had a constitutionally compliant Housing Element and Fair Share Plan and directed that an order be entered so providing and subject to specified conditions; and

Whereas the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 *et seq.*); and

Whereas The Arc Mercer is a not-for-profit organization that is committed to securing for all people with developmental disabilities the opportunity to choose and realize their goals; and

Whereas The Arc Mercer is interested in developing a property located at 1470 Klockner Road (Block 1804, Lot 97) in Hamilton Township, on which they wish to construct a six (6) bedroom home to meet the needs of adults with severe medical and special needs; and

Whereas The Arc Mercer has requested a grant from Hamilton Township's Affordable Housing Trust Fund in order to subsidize the cost of developing the aforementioned property; and

Whereas Mayor Kelly A. Yaede and the Council of the Township of Hamilton wish to allocate $225,000.00 from the Township's Affordable Housing Trust Fund to The Arc Mercer for this purpose; and

Whereas upon acceptance of these grant monies, the aforesaid property will be subject to a deed restriction as an affordable housing property for 30 years and thereafter until terminated by the Township; and

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 19-358

RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO THE ARC MERCER TO DEVELOP LAND LOCATED AT 1470 KLOCKNER ROAD (BLOCK 1804, LOT 97) AND TO CONSTRUCT A SIX (6) BEDROOM HOME TO MEET THE NEEDS OF ADULTS WITH SEVERE MEDICAL AND SPECIAL NEEDS (SIX BEDROOMS; $37,500.00 PER BEDROOM); ($225,000.00 TOTAL GRANT AMOUNT)

Whereas this allocation is also subject to the Court's approval of the creditworthiness of home to be constructed on said property (6 bedrooms), the expenditure of funds for the construction of said unit, and approval of the use variance and any other relief sought by the Hamilton Township Zoning Board of Adjustment; and

Whereas this allocation is also subject to execution of an Agreement between The Arc Mercer and the Township of Hamilton; and

Whereas it is in the best interest of the citizens of the Township to proceed with this commitment to The Arc Mercer;

Now, Therefore, Be It Resolved by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that upon entry of a Final Judgment of Compliance and Repose, the proper municipal officials be and hereby are authorized to allocate $225,000.00 from the Township's Affordable Housing Trust Fund to The Arc Mercer, in order to subsidize the construction of a six (6) bedroom home in Hamilton Township to meet the needs of adults with severe medical and special needs. 31

Be It Further Resolved by the Council of the Township of Hamilton that the Mayor and Clerk are authorized and directed to execute a Deed Restriction for the aforementioned property and that the Township shall record such instrument after execution by the other party thereto.

Be It Further Resolved by the Council of the Township of Hamilton that the proper officials be and hereby are authorized to execute an Agreement with The Arc Mercer and that their signatures constitute acceptance of the terms and conditions of the Agreement.

ADOPTED BY COUNCIL ON November 13, 2019
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

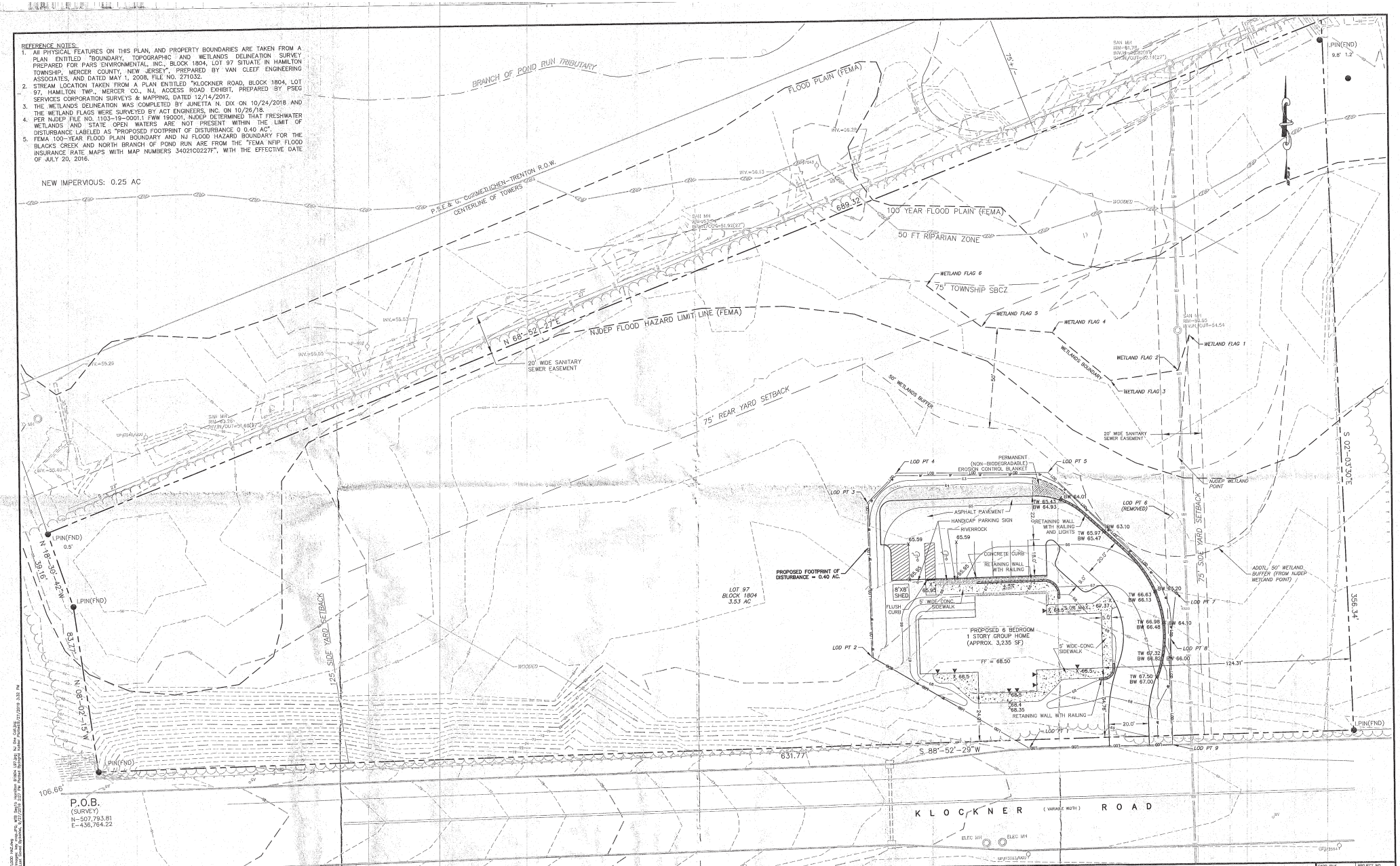
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER		✓			✓	
RALPH V. MASTRANGELO	✓				✓	
ANTHONY P. CARABELLI, JR.	✓					
RICHARD L. TIGHE, JR.	✓					✓
JEFFREY S. MARTIN	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting RES. - Moved SEC. - Seconded

REFERENCE NOTES:

1. ALL PHYSICAL FEATURES ON THIS PLAN, AND PROPERTY BOUNDARIES ARE TAKEN FROM A PLAN ENTITLED "BOUNDARY, TOPOGRAPHIC AND WETLANDS DELINEATION SURVEY PREPARED FOR PARS ENVIRONMENTAL, INC., BLOCK 1804, LOT 97 SITUATE IN HAMILTON TOWNSHIP, MERCER COUNTY, NEW JERSEY", PREPARED BY VAN CLEEF ENGINEERING ASSOCIATES, AND DATED MAY 1, 2008, FILE NO. 271032.
2. STREAM LOCATION TAKEN FROM A PLAN ENTITLED "KLOCKNER ROAD, BLOCK 1804, LOT 97, HAMILTON TWP., MERCER CO., NJ, ACCESS ROAD EXHIBIT, PREPARED BY PSEG SERVICES CORPORATION SURVEYS & MAPPING, DATED 12/14/2017.
3. THE WETLANDS DELINEATION WAS COMPLETED BY JUNETTA N. DIX ON 10/24/2018 AND THE WETLAND FLAGS WERE SURVEYED BY ACT ENGINEERS, INC. ON 10/26/18.
4. PER NJDEP FILE NO. 1103-19-0001.1 FWW 190001, NJDEP DETERMINED THAT FRESHWATER WETLANDS AND STATE OPEN WATERS ARE NOT PRESENT WITHIN THE LIMIT OF DISTURBANCE LABELED AS "PROPOSED FOOTPRINT OF DISTURBANCE 0 0.40 AC".
5. FEMA 100-YEAR FLOOD PLAIN BOUNDARY AND NJ FLOOD HAZARD BOUNDARY FOR THE BLACKS CREEK AND NORTH BRANCH OF POND RUN ARE FROM THE "FEMA NFIP FLOOD INSURANCE RATE MAPS WITH MAP NUMBERS 34021C0227F", WITH THE EFFECTIVE DATE OF JULY 20, 2016.

NEW IMPERVIOUS: 0.25 AC



NO.	DATE	REVISION	DRAWN	CHK.	REL.
1	9/27/19	REVISED PER TOWNSHIP COMPLETENESS COMMENTS	IK	RK	

NOTICE:

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ROBERT E. KORKUCH
NEW JERSEY PROFESSIONAL ENGINEER LIC. NO. 24GE03268100

1 WASHINGTON BOULEVARD
SUITE 1
ROBBINSVILLE, NJ 08691
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www.actengineers.com
ACT ENGINEERS, INC.
A SMALL BUSINESS ENTERPRISE
CIVIL ENGINEERING ◻ LAND SURVEYING ◻ ENVIRONMENTAL PERMITTING
NEW JERSEY CERTIFICATE of AUTHORIZATION No. 24GA27935000

PLOT/GRADING PLAN

FOR

ARC MERCER KLOCKNER ROAD GROUP HOME

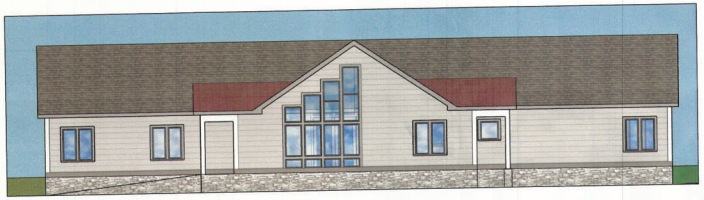
LOT 97 BLOCK 1804

SITUATED IN HAMILTON TOWNSHIP MERCER COUNTY NEW JERSEY

CADD FILE	PROJECT NO.
R-SITE ALT3	180605-01
DRAWN BY	CHECKED BY
IK	RK
SCALE	DATE
1"=20'	8/28/19

ACT ENGINEERS, INC.

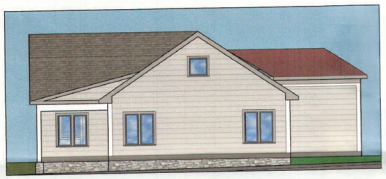
SHEET 2 OF 2



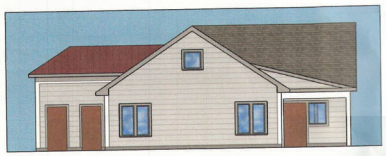
ENTRANCE ELEVATION
NTS



STREET ELEVATION
NTS



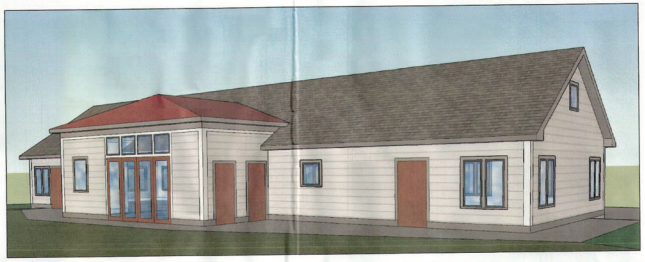
LEFT SIDE ELEVATION
NTS



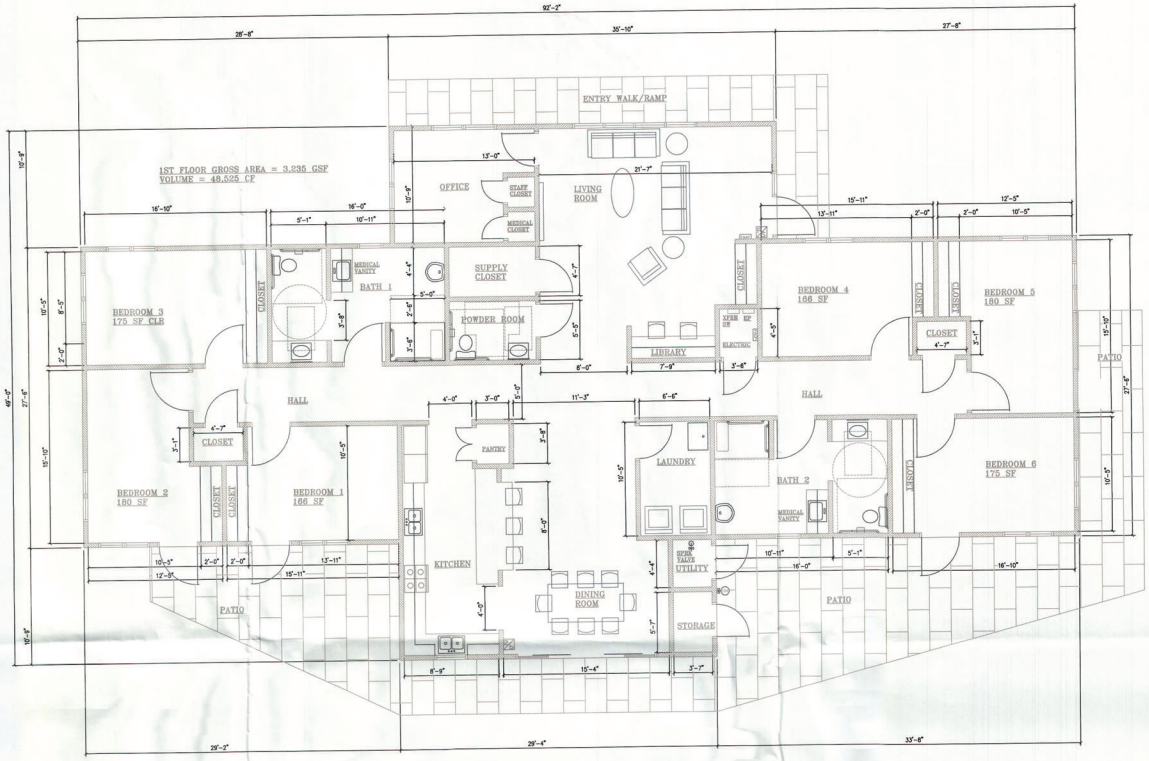
RIGHT SIDE ELEVATION
NTS



PERSPECTIVE: ENTRANCE
NTS



PERSPECTIVE: DRIVEWAY
NTS



FLOOR PLAN
3/16" = 1'-0"



PERSPECTIVE: AERIAL VIEW
NTS

SCHEMATIC DESIGN 6: 07.01.19

REVISIONS		PRINT ISSUES	
		1	04/13/19
		2	05/03/19
		3	05/19/19
		4	07/01/19

DAVID B. SINGER, A.I.A.
ARCHITECT
P.O. BOX 374, STOCKTON, NJ 08559
609-773-0167
NJ LICENSE NO. AI 11045 PA LICENSE NO. RA-011530-X

6-BEDROOM MEDICAL UNIT
BLOCK 1804, LOT 97
TOWNSHIP OF HAMILTON
MERCER COUNTY, NJ
OWNER: ARC OF MERCER

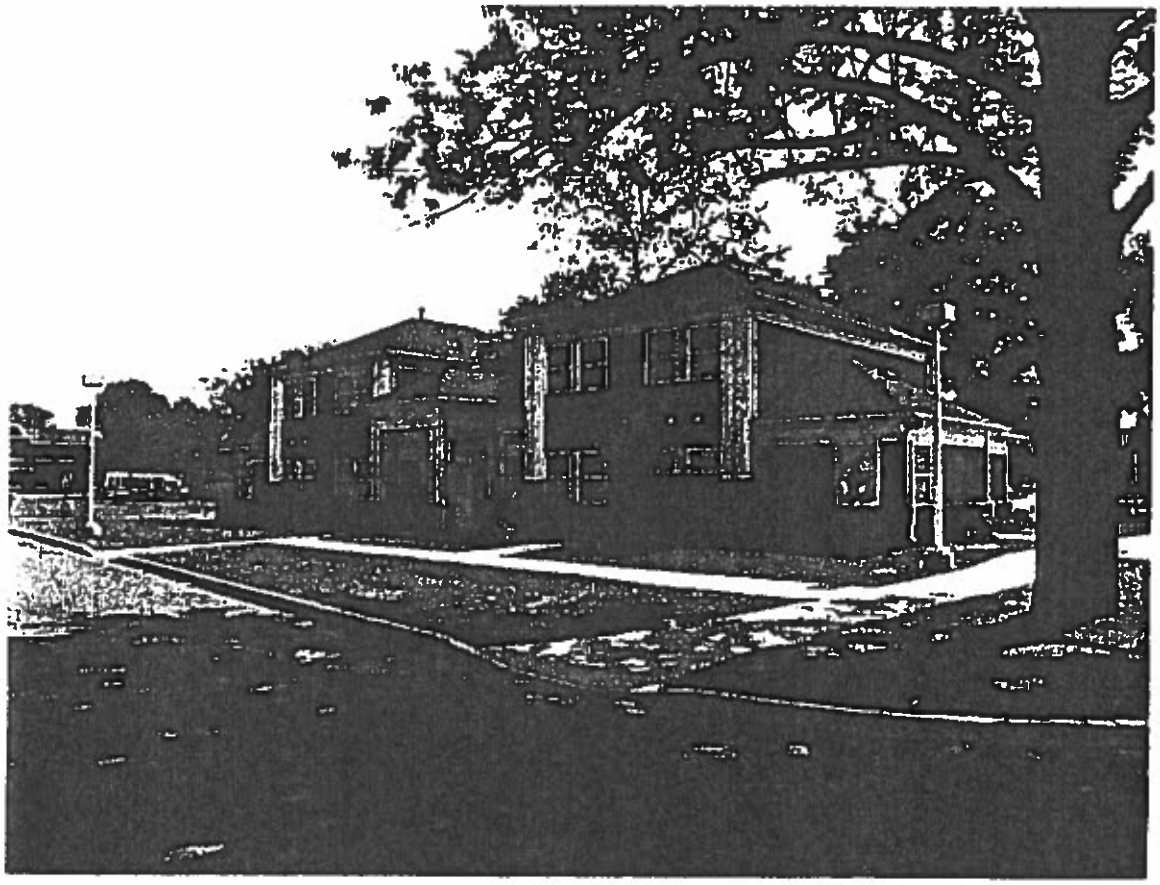
SCALE:	AS NOTED
DRAWN BY:	DBS
CHECKED BY:	DBS
COMMISSION NO.:	19-0401
DATE:	07/01/19

SIGNATURE & SEAL
NJ LICENSE NO. AI 11045

DRAWING NO.
Z-1

37. Mercer County Veteran Center

MERCER COUNTY
AFFORDABLE RENTAL HOUSING
VETERANS RESIDENCE
2280 Hamilton Ave.
Hamilton, NJ 08619



MISSION

To provide adequate affordable rental housing for low-income veterans who may be homeless or physically challenged.

ELIGIBILITY CRITERIA

- Veterans **must be low-income** according to the HUD income limit determination for Mercer County. One (1) person annual income cannot exceed $33,500. Two (2) person annual incomes cannot exceed $38,300.

- To qualify as a veteran, an individual must have completed at least 90 days of active duty in the Armed Forces (except training) and have obtained a discharge other than dishonorable. Veterans who were discharged before 90 days due to service related disability are also eligible. **Veterans must provide DD214 documentation to be eligible.**

- Each veteran will be required to provide **two (2) letters of recommendation.** Professionals such as a representative from a veteran's organization, social worker, landlord, case manager, etc. must prepare letters.

- Each veteran will be required to complete a **Self-Sufficiency Questionnaire** prior to admission into the residence. The veteran may receive assistance in completing the questionnaire by calling the County Veteran Services office.

- A site visit to the applicant's current residence may be mandatory.

- Veterans must submit **proof of income** that pertains to the household (ex. Social Security, SSI, SSD/Pension, Income Tax Return, Pay Stubs,

- Savings/Checking Statement). Additional income information may be requested.

- Each applicant will be screened to determine the ability to live independently, as well as the ability to live in a group setting.

RESIDENCY REQUIREMENTS

- Low-Income rent cannot exceed $837 for the single room occupancy units and $897 per month for the (1) bedroom apartment unit.

- Residents shall pay 30% of their gross monthly income for rent and utilities.

- One (1) person shall be assigned to each bedroom. Two (2) people may be assigned to the 1BR apartment.

- Each resident shall execute a comprehensive rental lease agreement with Mercer County Home Investment Partnership Program.

- The lease agreement shall be for a maximum period of one (1) year.

- Each resident must follow house rules as defined by management.

- Each resident will be required to meet bi-monthly or as deemed necessary by the Veterans Residence Screening Committee for the purpose of reviewing the progress in achieving self-sufficiency and obtaining permanent housing at the conclusion of the lease agreement. Each resident will be required to execute an agreement reflecting this obligation.

ADMINISTRATION

- The County will adopt affirmative marketing procedures and requirements for HOME assisted units. The County will provide information to attract eligible persons regardless of race, creed, color, sex, ethnic origin, age or mental or physical handicap. This will entail community outreach to various veteran organizations, as well as housing service-oriented agencies.

- Planning, development and daily administration of the Mercer County Veterans Residence is the responsibility of the Mercer County Office of Housing and Community Development.

- The residence will house the County's Veteran Services office.

FEATURES

4,500 sq. ft. fully furnished group residence for veterans.
Residence contains four (4) single room units, and a 1BR apartment, each with private bath.
Common areas include kitchen, dining, living room, and laundry facility.
Screened in patio, as well as an outdoor patio.
Private parking area.

AVAILABLE SERVICES

Transportation for people with disabilities and seniors may be provided by the County TRADE services at (609) 530-1971.

NJ Transit Bus line access from Hamilton Avenue.

Access to programs and services offered by the County Board of Social Services and County Human Services Department.

Employment & training can be coordinated through the County Veteran Services Office and with the Mercer County One-Stop Center.

Other available services provided by the County Veteran Services Office at (609) 989-6120.

Case Management Services
Legal Services
Consumer Credit Counseling

Gmail by Google

Gerald Muller <gmuller@mpmglaw.com>

FW: RFP for Piazza 2018

RPoppert@hamiltonnj.com <RPoppert@hamiltonnj.com> Thu, Dec 20, 2018 at 3:00 PM
To: gmuller@mpmglaw.com

Gerry, as for #4 Mercer County Veterans Residence, I pulled this from their website. Also, I spoke to Ed Pattik today (Director of Mercer County Home program) he says there is no recorded deed restrictions, etc. as this is a County owned property/building. They follow the HUD guidelines and this was partially funded thru HOME dollars. There are 5 rental units, which is what we have identified it as.

If something else specific is needed he would work with us on getting something.

Rob

[Quoted text hidden]

Mercer Co Veterans Residence showdocument.pdf
125K

38. Options

See 2004 COAH Compliance Report for evidence of eligibility for credit.

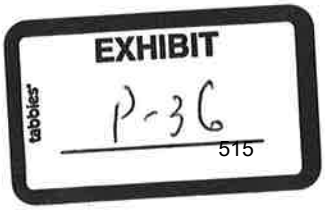
39. Project Freedom – Kuser Road

MILLER PORTER & MULLER, P.C.
One Palmer Square, Suite 540
Princeton, New Jersey 08542
(609) 921-6077
New Jersey Attorney ID. No. 022261977
Special Mount Laurel Counsel for Plaintiff

IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF HAMILTON, COUNTY OF MERCER	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: MERCER COUNTY DOCKET NO. MER-L-1573-15 Civil Action CERTIFICATION OF TIMOTHY DOHERTY

I, Timothy Doherty, hereby certify as follows:

1. I am the Executive Director and Chief Executive Officer of Project Freedom, Inc., which I joined in 1997. I am fully familiar with the facts set forth herein.
2. Project Freedom, Inc. owns and operates a 48-unit development for low- and moderate-income individuals with special needs on Kuser Road in Hamilton Township, Mercer County.
3. The Deed Restriction for the development requires that 12 of the units be for individuals referred from the Division of Developmental Disability. Ten one-bedroom and two two-bedrooms make up these 12 units. All occupants have incomes below 30% of the regional median income.



4. As of December 31, 2017, residents in 46 of the 48 units have incomes below 50% of the regional median income. Twenty-four of those units are currently occupied by individuals with incomes below 30% of the regional median income and pay less than 30% of their income for rent.
5. There are, currently, only two units of families with incomes between 50% and 60% of the regional median income.

The foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

By: Timothy J Doherty
Timothy Doherty

Dated: 6-11-18, 2018

State of New Jersey
DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES
PO BOX 726
TRENTON NJ 08625-0726

CHRISTINE TODD WHITMAN
Governor

MICHELE K. GUHL
Commissioner
KRYSTAL L. ODELL
Director
TEL. (609) 292-3742

March 11, 1999

Timothy J. Doherty, Executive Director
Project Freedom, Inc.
223 Hutchinson Rd.
Robbinsville, New Jersey, 08691

Re: Project Freedom at Hamilton
Block 2154/lot3
10 acres fronting on Kuser Road

Dear Mr. Doherty:

I am writing in support of your application to the New Jersey Housing and Mortgage Finance Agency's Low Income Housing Tax Credit Program. You have specifically applied under NJHMFA's "Developmentally Disabled Set-Aside in the Special Needs Cycle.

In accordance with the requirements of New Jersey Housing and Mortgage Finance Agency, at least twenty-five percent of the tax credit units must be rented to persons referred from the Urgent Waiting List as described in the Developmental Disabilities Waiting List Reduction and Human Services Facilities Construction Bond Act of 1994 (P.L. 1994; c.108). The individuals will either be referrals taken directly from the Urgent Waiting List or persons previously placed in other residential programs. If previously placed persons are selected, the slots vacated by these individuals will be backfilled with individuals from the Waiting List.

This letter will confirm that the Division of Developmental Disabilities will refer persons from the Urgent Waiting List to Project Freedom and will contract for residential placement to a level specified in the Tax Credit Program application which is 12 or 25% of the 48 tax credit units for this project. The Division of Developmental Disabilities agrees to provide the support services needed for each of the 12 individuals as determined by the each person's Inter Disciplinary Team. It is understood that these support services will include a "DDD unit subsidy" as outlined in Project Freedom's income and cost analysis in the amount of $500 per month per unit. The support services may also include

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a rent subsidy (amounting to the difference between the unit rental cost and 30% of their incomes) in the event that the Division supported individuals do not have Section 8 rental certificates. This rent subsidy is understood to be in addition to the "DDD unit subsidy." The Division of Developmental Disabilities will execute an appropriate annual operating contract that will include these costs as well as all other services as may be required by these individuals.

The annual level of funding provided by the Division of Developmental Disabilities is subject only to the availability of funds as appropriated yearly by the Legislature of the State of New Jersey and to the terms and as found in the annual service contract.

Thank you for your effort to create housing opportunities for persons with developmental disabilities in New Jersey.

Sincerely

Krystal L. Odell
Director

KLO: RTS: dm

C: R. Smith
P. DiVenuto
G. Brown, Ed.D
R. Lowe, II
C. Feeny
B. Ellis
R. Sullivan
T. Cody

LIHTC # 585

Prepared By: John H. Dumont
Signature
John H. Dumont
Print Name

DEED OF EASEMENT AND RESTRICTIVE COVENANT FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of ~~1999~~ 2000 shall run with the land and is granted by Project Freedom at Hamilton Urban Renewal, L.P. and its successors and assigns (the "Owner") whose principal address is 223 Hutchinson Rd., Robbinsville, NJ 08691 to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the IRS Form(s) 8609 for the building(s) described below, the Agency has allocated Low Income Housing Tax Credits ("LIHTC") authorized under the Code in the annual amount of $ 487,604.00 to be claimed by the Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

(1) The 8 building(s), which consist of a total of 48 residential rental units of which 48 are LIHTC units, and which will constitute a qualified housing project as defined in Section 42 of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as Project Freedom at Hamilton (the "Project") located at 11522 Kuser Road, Hamilton, NJ, Municipal Tax Map Block No. 2154, Lot No. 3 in the County of Mercer, New Jersey, and title to which has been recorded in the County Clerk or Register's Office in Deed Book No. 3697 at Page No. 127, being more fully described as set forth in Attachment "A" hereto.

(2) [x] If this box is checked, the Project received its allocation of LIHTC from the nonprofit set-aside pursuant to N.J.A.C. 5:80-33 ("Qualified Allocation Plan") as amended and Section 42(h)(5) of the Tax Code, and any new owner during the compliance period must qualify under these rules.

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(3) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low income unit fraction or the low income floor space fraction), and as provided by the Owner in its low income housing tax credit application (the "Application") is 100% percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at Section 42(h)(6)(E) of the Code and, if applicable, paragraph (5B) below.

(4) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period on which such buildings are placed in service as a qualified low income housing project, and shall end on the date specified in paragraph (5A) or (5B) below, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.

(5) The Code requires that LIHTC projects retain all occupancy and rent restrictions for a minimum of 30 years unless terminated pursuant to section 42(h)(6)(E) of the Code. The Code defines the first 15 years as the compliance period and defines the entire 30 years (or more) as the extended use period. In order to increase the competitive score of the Application, the Owner elected to increase the compliance period or extended use period as indicated with an ("X") below:

(A) [ ] If this box is checked, the Owner elected in the 1995 Application to increase the extended use period described in section 42(h)(6)(D) of the Code by an additional ___ years beyond the expiration of the initial 15-year compliance period described in section 42(i)(1) of the Tax Code, for a total extended use period of _____ years. Therefore, this Covenant shall extinguish at the close of the ___ th year after the beginning of the compliance period unless terminated in accordance with the provisions enumerated at section 42(h)(6)(E) of the Code.

OR

(B) [X] If this box is checked, the Owner elected in the Application to increase the compliance period described in section 42(i)(1) of the Code by an additional 15 years for a total of 30 years, ("extended compliance period"), and waives the right under section 42(h)(6)(E)(i)(II) of the Code to submit a written request to the Agency to find a buyer after the close of the 14th year of the compliance period, and agrees that this has the effect of delaying the period for finding a buyer under section 42(h)(6)(I) of the Code until the one year period beginning on the date (after the 29th year of the compliance period) that the Owner may submit a written request to the Agency to find a buyer. At the end of the extended compliance period will remain a 15-year extended use period. Therefore, this Covenant shall extinguish at the close of the 45th year after the beginning of the compliance period unless terminated by foreclosure or instrument in lieu of foreclosure or unless terminated after ~~the~~ extended

compliance period because the Agency was unable to present a qualified contract during the one year period of time specified in this paragraph (5)(B).

(6) The compliance period begins at the same time as the credit period. The Owner elects when to begin the credit period at the time the Owner's first tax return is filed with the Internal Revenue Service. Owner will begin the credit period on Jan. 1, 2000 . (may elect to defer to Jan. 1, 2002)

(7) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, which was selected by the Owner in its Application requires that 100 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 60 percent or less of area median gross income (AMGI). The selection of this federal set-aside is irrevocable and is binding on the Owner and all successors in interest to the Project through the end of the extended use period.

(8) [ ] If this box is checked, the Project is also subject to the state set-aside, which is defined in the 199_ Qualified Allocation Plan and was selected by the Owner in its Application. The state set-aside requires that __ percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is __ percent or less of AMGI. The selection of this state set-aside is irrevocable and is binding on the Owner and all successors in interest to the Project through the end of the extended use period.

(9) [xx] If this box is checked, a New Jersey non-profit corporation must have some interest in the general partnership or voting membership, or the Project must be owned by a New Jersey non-profit corporation, a limited partnership where the general partner is a New Jersey non-profit corporation or a limited liability company where the voting member is a New Jersey non-profit (as described in the 1996 Qualified Allocation Plan and agreed to in the 1996 Application).

(10) [xx] If this box is checked, the Project is a Special Needs Project as defined in the 19 99 Qualified Allocation Plan, and as selected by the Owner in its Application and as such, the Owner must BOTH restrict 25% of the LIHTC units in the Project for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. One of the social services must be a social service coordinator. With written approval from the Agency, the Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs.

(11) [xx] If this box is checked, the Owner is required to make available to tenants of all LIHTC units 3 appropriate and affordable social service(s) throughout the compliance

period in accordance with the Social Services Model as defined in the 19__ Qualified Allocation Plan, and as selected by the Owner in its Application. Social services may be modified to better address the needs of the low income tenants of the Project upon written approval of the Agency.

(12) [X] If this box is checked, the Owner pledged in the Application to employ throughout the compliance period a property manager for the Project who has successfully completed an Agency-approved tax credit certification course.

(13) [ ] If this box is checked, the Owner shall maintain in good working order throughout the compliance period all unit and project amenities promised in the Application. The unit amenities are: 3 or more consisting of the following: dishwasher, central air conditioning & patios
The project amenities are: 2 or more consisting of the following: community room and one (1) parking space per unit.

(14) Pursuant to section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.

(15) Pursuant to section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.

(16) This Covenant shall constitute an agreement between the Agency and the Owner which is enforceable in the courts of the State of New Jersey by the Agency or by an individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.

(17) Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.

(18) Owner agrees to obtain the consent of any recorded lien holder on the Project to this Covenant and such consent shall take the form of a Subordination Agreement between the lender and the Agency and shall be a condition precedent to the issuance of IRS Form(s) 8609.

(19) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code including section 42(h)(6)(E)(ii) prohibiting eviction (other than for good cause) of existing low-income tenants for three years after such termination and prohibiting any increase in the gross rents beyond that permitted under the Code and the regulations promulgated

thereunder.

(20) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.

(21) In order to enable the Agency to monitor Owner's compliance with these use and occupancy restrictions pursuant to the Code, Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the project during business hours and to inspect and copy all books and records pertaining to the Project.

(22) Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.

(23) Owner covenants and agrees that in the event it files for bankruptcy or liquidates or sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.

(24) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions that may be more stringent than the Code.

(25) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.

Signatures: This Covenant is granted by the Owner whose duly authorized representative's signature appears below.

Sworn and subscribed to before
the undersigned Notary Public or
Attorney on the date appearing below:

PROJECT FREEDOM AT HAMILTON URBAN RENEWAL, L.P.

WITNESS (IF INDIVIDUAL, LLC, OR PARTNERSHIP) OWNER: BY: Hanilton Freedom Properties, Inc.
General Partner

By: _____
Authorized Representative

Timothy J. Doherty, President
(Print Name, Title, Organization)

ATTEST (IF A CORPORATION) OWNER: _____

_____ By: _____
Secretary President (Corporation)

_____
(Print Name)

ACKNOWLEDGMENT
(LLC or PARTNERSHIP FORM)

I CERTIFY, that on March 1, 2000, personally came before me John H. Dumont and this person acknowledged under oath, to my satisfaction, that (a) this person is the attesting witness to the signing of this document by Timothy J. Doherty, who is President of Hamilton Freedom Properties, Inc., the Managing Member / General Partner of the LLC / Partnership named herein, and duly authorized to execute this document; (b) this document was signed and delivered by the Managing Member / General Partner as its voluntary act on behalf of the LLC / Partnership; and (c) this person signed this proof to attest to the truth of these facts.

John H Dumont
WITNESS

SWORN TO AND SUBSCRIBED
before me, this 1st day of March, 2000.

Patricia M Russo
Notary Public or Attorney

PATRICIA M. HUSSO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 24, 2000

ACKNOWLEDGMENT

(CORPORATE FORM)

BE IT REMEMBERED, that on _____ 19____, before me, the subscriber, personally appeared _____ who, being by me duly sworn on the oath, deposes and makes proof to my satisfaction, that he/she is the Secretary of _____ the Corporation named in the within Instrument; that _____ is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; and said Instrument was signed and delivered by said President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

_____
Notary Public or Attorney

TELEPHONE 609-588-0011
FAX 609-588-8678

LANNING ENGINEERING CO., INC.
CONSULTING ENGINEERS & LAND SURVEYORS

3123 KLOCKNER ROAD

HAMILTON, NEW JERSEY 08690

December 29, 1999

Description of Property
Township of Hamilton
Mercer County, New Jersey

Project Freedom, Inc.
Lot 3, Section 2154, Tax Map 134
No. 11522 Kuser Road

All that certain lot, tract, or parcel of land situate, lying, and being in the Township of Hamilton, County of Mercer, and State of New Jersey and being known as No. 11522 Kuser Road and Tax Lot 3 in Section 2154 as shown on page 134 of the Township of Hamilton Tax Maps and also as shown on a plan entitled "Project Freedom, Inc., Plan of Survey - Sheet L-2, and Preliminary and Final Site Plan, Pages 1 and 2, Sheets L-6 and L-7, prepared by Lanning Engineering Company, Inc. all being dated October 30, 1998 with a latest revision date of November 23, 1999, and being more particularly bounded and described as follows, to wit:

Beginning at a steel pin to be set in the new Southwesterly line of Kuser Road, widened to 80.00 feet, said steel pin to mark the Southeasterly corner of the herein described Lot 3 and being the following courses from a concrete monument lying in the original Southwesterly line of Kuser Road and marking the Southeasterly corner of adjoining Lot 4 lying Southeasterly of Lot 3; (A) Along said original Southwesterly line of Kuser Road as it runs in common with the Northeasterly line of Lot 4, N 38°15'00" W, a distance of 245.57 feet to a point being the Northeasterly corner of Lot 4, and also being the original Southeasterly corner of Lot 3; (B) Along the Northwesterly line of Lot 4 as it runs in common, in part, with the original Southeasterly line of Lot 3, S 51°45'00" W, a distance of 5.00 feet to the steel pin to be set at the Beginning Point and running thence,

(1) Still along the Southeasterly line of Lot 3, as it runs in common with said Northwesterly line of Lot 4, S 51°45'00" W, a distance of 1,273.48 feet to the Southwesterly corner of Lot 3 as it lies in common with the Northwesterly corner of Lot 4 in the Northeasterly line of Lot 105 in Section 2154, lands now or formerly of P. DeLorenzo, et. al, thence

(2) Along the Southwesterly and rear line of Lot 3 as it runs in common with a part of the Northeasterly line of said Lot 105 and continuing along the Northwesterly line of terminus of Bacon Avenue, 50.00 feet wide, and the Northeasterly line of Lots 106 through 118 in Section 2154, lands now or formerly of D. and I. Landfill, N 43°07'30" W, a distance of 316.55 feet to a Northwesterly corner of Lot 3, thence

(3) Along a Westerly line of Lot 3 being along the Northeasterly line of lands now or formerly of D. and I. Landfill, N 38°21'00" W, a distance of 19.06 feet to the Northwesterly corner of Lot 3 being the Southwesterly corner of Lot 2, common to the Southeasterly corner of Lot 150, Section 2154, now or formerly of Township of Hamilton.

(4) Along the Northwesterly line of Lot 3, as it runs in common with the Southeasterly line of Lot 2, N 51°32'00" E, a distance of 1,300.42 feet to the new Northeasterly corner of Lot 3 in the new Southwesterly line of Kuser Road, thence

(5) Along the aforesaid new Southwesterly line of Kuser Road, as it runs in common with the new Northeasterly line of Lot 3, S 38°15'00" E, a distance of 339.39 feet to the point and place of BEGINNING.

The above described Lot 3 containing 9.96 acres of land and being subject to a 50.00 feet wide Sanitary Sewer Easement abutting and running parallel with the Northwesterly line of Lot 3 being as described in Course (4) herein, and also being subject to a Sight Triangle Easement being as described as follows: Beginning at the Northeasterly corner of Lot 3 in the new Southwesterly line of Kuser Road being the Northeasterly corner of the Sight Triangle Easement and thence running along the Southwesterly line of Kuser Road, S 38°15'00" E, a distance of 205.17 feet to the Southeasterly corner of said Easement and thence running across Lot 3 along the Southerly line of said Easement, N 54°43'46" W, a distance of 187.67 feet to a point in the centerline of a roadway entering upon Lot 3 and thence running along the Northwesterly line of said Easement, N 21°39'11" W, a distance of 26.12 feet to the Northwesterly corner of said Easement in the Northwesterly line of Lot 3, N 51°32'00" E, a distance of 45.78 feet to the point and place of BEGINNING. Lot 3 also being subject to a 10.00 feet wide Water Utility Easement running across the Southeasterly corner of said Lot 3 being as described as follows: Beginning at a point in the new Southwesterly line of Kuser Road, 80.00 feet wide, being the new Northeasterly corner of said Water Utility Easement and being distance 61.15 feet as measured along said new Southwesterly line of Kuser Road bearing N 38°15'00" W, from the Southeasterly corner of Lot 3 and thence running across the Southeasterly corner of said Lot, S 02°50'06" E, a distance of 75.04 feet to the Southeasterly corner of said Easement in the Southeasterly line of Lot 3 and thence running along said Southeasterly line of Lot 3, S 51°45'00" W, a distance of 12.27 feet to the Southwesterly corner of said Easement and thence running across the Southeasterly corner of Lot 3 and running parallel to Course (1) of said Easement, N 02°50'06" W, a distance of 96.21 feet to the Northwesterly corner of said Easement in the new Southwesterly line of Kuser Road and thence running along same, S 38°15'00" E, a distance of 17.26 feet to the point and place of BEGINNING. Lot 3 also being subject to Wetlands running across

said Lot adjoining an existing ditch with adjoining 50.00 feet wide Buffer Areas being measured Southwesterly to Northeasterly from said Wetlands Areas, and also being subject to a 100 year Flood and Stream Encroachment Area following along the aforesaid existing ditch and also being subject to additional Wetlands and 50.00 feet Buffer Areas in the vicinity of the Southwesterly corner of Lot 3. Said Wetlands, 50.00 feet Buffer Areas and the 100 year Flood and Stream Encroachment Area all being as shown and delineated by metes and bounds on the aforesaid "Preliminary and Final Site Plans, Pages 1 and 2, Sheets L-6 and L-7, Project Freedom, Inc." having Lanning Engineering Company, Inc. File No. 2-5-108.

Prepared by:
LANNING ENGINEERING CO., INC.

CHARLES R. MC CLELLAN, P.L.S. & P.P.
PROFESSIONAL LAND SURVEYOR
NEW JERSEY LICENSE NO. 15550

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TOWNSHIP OF HAMILTON
MERCER COUNTY, NEW JERSEY

RESOLUTION APPROVING
PRELIMINARY AND FINAL SITE PLAN

RESOLUTION DULY ADOPTED BY THE PLANNING BOARD OF THE TOWNSHIP OF HAMILTON AT A MEETING HELD ON FEBRUARY 11, 1999 IN REGARD TO APPLICATION NUMBER 98-11-089.

OWNER:	St. Anthony's Roman Catholic Church
APPLICANT:	Project Freedom, Inc.
LOCATION:	Kuser Road
MAP:	134; SECTION 2154, LOT 3
ZONE:	SH-2

WHEREAS, Owner and Applicant of the above property in the SH-2 zone have applied to the Planning Board of the Township of Hamilton for PRELIMINARY AND FINAL APPROVAL OF A SITE PLAN, waiver from the minimum distance from a building to a sanitary sewer easement and flood plain relief for the purpose of constructing 8 apartment buildings, each containing 6 living units (48 total) and a 4,373 sq. ft. community center for independent living facilities for the physically handicapped as shown on plans prepared by Lanning Engineering dated October 30, 1998 and architectural plans prepared by Garrison Architects dated October 2, 1998, and

WHEREAS, the application and plans were reviewed by the Division of Planning who recommended approval with conditions in memorandum dated December 7, 1998, and

WHEREAS, the application and plans were reviewed by the Township Engineer who recommended approval in memoranda dated November 20, 1998, and

WHEREAS, the application and plans were reviewed by the Township Fire Inspector who recommended approval in memoranda dated November 4, 1998, and

WHEREAS, the application and plans were reviewed by the Township Traffic Bureau Commander who recommended approval in memoranda dated November 10, 1998, and

WHEREAS, testimony was given by Allen Schectel, Division of Planning and John Reymann, Township Township Engineer and Francis Goeke, P.E., Michael Piatetsky, A.I.A. and Timothy Dougherty on behalf of the applicant, and

WHEREAS, the Planning Board of the Township of Hamilton makes the following findings of fact:

1. The applicant has submitted proof of service of notice and proof of publication and the Planning Board has jurisdiction to hear this matter.

2. The applicant proposes to construct forty-eight apartments in eight buildings for physically handicapped persons and their immediate family relatives who care for them. Each of these units will be priced for low and moderate income persons and shall qualify Hamilton Township for credits toward the Township's Affordable Housing Program.

   This site is located adjacent to the Colonial Fire House and is zoned Special Housing Zone IIA. The uses proposed are permitted within this zone. The site consists of fields with a band of wetlands near the front. In terms of bulk and yard standards, the proposed lot and buildings conform to all such standards.

   The density on the site is 4.77 dwelling units per acre. This density is slightly greater than the neighboring residential zone (R-10) which would allow a density of four dwelling units per acre. However, it is much lower than the densities formerly allowed in Planned Developments such as Abbott Commons (Six dwelling units per acre) or apartment/ townhouse zones which allow ten dwelling units per acre.

3. In terms of parking, the applicant has proposed a total of 150 parking spaces with 12 spaces located in a parking lot along Kuser Road.

4. In terms of pedestrian circulation, the applicant has agreed to provide additional crosswalk markings.

5. The applicant has agreed to modify the landscaping plan in accordance with the Township Planner's comments.

6. The property is not located in a TID District.

7. The applicant has submitted proof that taxes and local assessments on the above described property have been paid.

8. The applicant must submit proof of approval by the Mercer County Planning Board and Soil Conservation District, if applicable, and the New Jersey Department of Environmental Protection and Department of Transportation, if applicable.

9. The applicant has submitted the following factual proof relative to the request for waiver of requirements:

   a. The waivers will not result in additional threats to public safety.

   b. The waivers will not result in extraordinary public expense.

   c. The waiver will not create nuisances.

10. The variances can be granted without substantially impairing the common good as the lot otherwise meets lot area requirements of the ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD OF THE TOWNSHIP OF HAMILTON ON FEBRUARY 11, 1999 THAT PRELIMINARY AND FINAL SITE PLAN APPROVAL WITH VARIANCES AND WAIVERS IS HEREBY GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

1. Mailing of a copy of this decision to the applicant within TEN (10) days from the date hereof.

2. Publication of a brief notice of this decision in the official newspaper of the Municipality.

3. Subject to the execution of the final plan by all necessary municipal officials before any construction may begin on-site.

4. Subject to Section 160-254 "Guarantees and Inspections" of the Land Development Ordinance of the Township of Hamilton.

5. Subject to Section 160-131 "Performance and Maintenance Guarantees" and the approval of the form of guarantees by the Township attorney, and a copy of the said guarantees to be on file in the Land Use Office. The "A" bond is $230,762.00, and the "B" Bond is $1,427,455.00.

6. Subject to the satisfaction of the conditions referred to in the Findings of Fact and the Township Division of Planning and the Township Engineer memoranda referred to above including:

   a. Revision of the plans to show revised Parking and pedestrian access.

7. Applicant is responsible for all utilities.

8. Subject compliance with all other applicable Ordinances and local, state and federal laws, and

9. Subject to proof of approval by the Mercer County Planning Board, Soil Conservation District and the New Jersey Department of Environmental Protection, if applicable, and

BE IT FURTHER RESOLVED, that the Chairperson or Vice-Chairperson, and the Secretary or Acting Secretary are hereby authorized to execute the aforesaid plans, after signature by all other municipal officials and distribute copies of same to all interested parties.

CERTIFICATION

The undersigned, Recording Secretary of the Hamilton Township Planning Board, does hereby certify that the foregoing resolution was adopted by said Board at its regular meeting held on February 11, 1999. This resolution memorializes the formal action taken by the Board at its regular meeting held on January 28, 1999.

Barbara E. Mydlowski

BARBARA E. MYDLOWSKI
PLANNING BOARD SECRETARY

A:projfree.wpd

40. Project Freedom – Samuel Alito Drive

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 19-031

1ST READING June 18, 2019
2ND READING & PUBLIC HEARING July 16, 2019
WITHDRAWN _____ LOST _____

DATE TO MAYOR July 17, 2019
DATE RESUBMITTED TO COUNCIL _____
DATE EFFECTIVE August 6, 2019

APPROVED AS TO FORM AND LEGALITY
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY
TITLE

ORDINANCE AMENDING AND SUPPLEMENTING THE *CODE OF THE TOWNSHIP OF HAMILTON, NEW JERSEY,* PART III, *LAND USE LEGISLATION,* CHAPTER 550, *LAND DEVELOPMENT,* ARTICLE III, *DISTRICT REGULATIONS,* § 550-94, *SPECIAL HOUSING ZONE III*

Be It Ordained by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the *Code of the Township of Hamilton, New Jersey,* Part III, *Land Use Legislation,* Chapter 550, *Land Development,* Article III, *District Regulations,* § 550-94, *Special Housing Zone III,* as amended and supplemented, be further amended and supplemented as follows:

Chapter 550

LAND DEVELOPMENT

ARTICLE III. DISTRICT REGULATIONS

40

.....

§ 550-94. Special Housing Zone III.

A. Permitted Uses:

.....

D. Area and Yard Requirements:

(1) Tract Development.

(a) Minimum tract area: [nine] <u>seven</u> acres

(b) Minimum tract frontage: 200 feet

(c) Minimum number of affordable units: 72

(d) Bulk Requirements.

1. Minimum yards (feet).

a. Front: 50.

b. Rear: 50.

c. Side: 50.

EXPLANATION **Matter UNDERLINED <u>thus</u> in this legislation is new matter.**
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 19-031

ORDINANCE AMENDING AND SUPPLEMENTING THE *CODE OF THE TOWNSHIP OF HAMILTON, NEW JERSEY,* PART III, *LAND USE LEGISLATION,* CHAPTER 550, *LAND DEVELOPMENT,* ARTICLE III, *DISTRICT REGULATIONS,* § 550-94, *SPECIAL HOUSING ZONE III*

2. Maximum impervious coverage: 50%.

3. Maximum principal building height: [2.5] 3 stories, but not to exceed [40] 45 feet.

4. Maximum accessory building height: 30 feet.

(e) Lot sizes and dimensions, yard sizes and building arrangement may be freely disposed and arranged, in accordance with the following standards:

1. No portion of a dwelling shall be closer than 15 feet to the right-of-way of a local internal road or 50 feet to a public road existing at the time the application for development is deemed complete or any planned public road.

2. End wall (no openings) to end wall: 12 feet minimum.

[3. Any building face to street curb: 20 feet minimum.]

[4] 3. End wall to window wall: 30 feet minimum.

[5] 4. Any building face to parking area: [12] 10 feet minimum.

[6] 5. Window wall to window wall: [50] 40 feet minimum

[7] 6. [Landscape buffer required to street: 30 feet] At least the first 30 feet adjacent to any street line shall not be used for parking and shall be planted and maintained in lawn area or ground cover or landscaped with evergreen shrubbery.

[8] 7. Landscape buffer required to lot line: 30 feet

.....

J. In the Special Housing Zone III, a ground sign shall be permitted for the purpose of identifying a multifamily dwelling project. It shall not exceed 30 square feet in area and not more than one such sign shall be placed on a property unless such property fronts upon more than one street, in which instance a sign may be erected on each frontage. The sign shall not exceed the height of six feet and shall not be located within 10 feet of a [public street] right of way line, parking area or driveway and shall in no way interfere with the safe function of any traffic control signal or directional device nor be located within an intersection sight triangle easement.

.....

§550-95. Through § 550.110. (Reserved)

EXPLANATION **Matter UNDERLINED thus in this legislation is new matter.**
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 19-031

ORDINANCE AMENDING AND SUPPLEMENTING THE *CODE OF THE TOWNSHIP OF HAMILTON, NEW JERSEY,* PART III, *LAND USE LEGISLATION,* CHAPTER 550, *LAND DEVELOPMENT,* ARTICLE III, *DISTRICT REGULATIONS,* § 550-94, *SPECIAL HOUSING ZONE III*

Any Ordinance or Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

This Ordinance shall become effective immediately upon final adoption and publication thereof according to law.

46

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

First Reading							Second Reading						
COUNCIL	AYE	NAY	NV	AB	ORD	SEC	COUNCIL	AYE	NAY	NV	AB	ORD	SEC
ILEANA SCHIRMER		✓					ILEANA SCHIRMER		✓				
RALPH V. MASTRANGELO	✓					✓	RALPH V. MASTRANGELO	✓				✓	
ANTHONY P. CARABELLI, JR.	✓				✓		ANTHONY P. CARABELLI, JR.	✓					✓
RICHARD L. TIGHE, JR.		✓					RICHARD L. TIGHE, JR.		✓				
JEFFREY S. MARTIN	✓						JEFFREY S. MARTIN	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting ORD. - Moved SEC. - Seconded

REJECTED _____

APPROVED ✓

KELLY A. YAEDE, MAYOR

7/12/19
DATE

RECONSIDERED BY COUNCIL _____ OVERRIDE VOTE AYE _____ NAY _____

L:\COUNCIL\Ordinance\LANDDEVL\2019 Revisions\Sec.550-94.SpecHousingZoneIII.ProjectFreedom.6-11-19.doc

EXPLANATION **Matter UNDERLINED thus in this legislation is new matter.**
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 18 030

1ST READING June 19, 2018
2ND READING & PUBLIC HEARING July 17, 2018
WITHDRAWN _____ LOST Aug. 21, 2018 November 20, 2018
DATE TO MAYOR November 21, 2018
DATE RESUBMITTED TO COUNCIL _____
DATE EFFECTIVE December 17, 2018

APPROVED AS TO FORM AND LEGALITY
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY
TITLE

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT*, ARTICLE III, *DISTRICT REGULATIONS*, § 550-94, *SPECIAL HOUSING ZONE III*

Be It Ordained by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the *Land Development Code, Hamilton Township, New Jersey*, Chapter 550, *Land Development*, Article III, *District Regulations*, § 550-94, *Special Housing Zone III*, as amended and supplemented, be further amended and supplemented as follows:

Chapter 550

LAND DEVELOPMENT

ARTICLE III. DISTRICT REGULATIONS

18 030

.....

§ 550-94. Special Housing Zone III.

A. Permitted Uses:

(1) Multi-family, townhouses, and single-family attached or detached homes that are affordable to households of low- and moderate-income and are eligible for affordable housing credit against the Township's affordable housing obligation.

[(2)] [Manager's unit, limited to one (1) unit. Said unit shall be occupied by staff of the development and is not required to be reserved for a low or moderate income household.]

([3]2) Public parks, playgrounds, conservation areas and public purpose uses.

([4]3) Public recreational and community center buildings and grounds.

([5]4) Building structures and uses owned and operated by the Township of Hamilton.

EXPLANATION Matter UNDERLINED thus in this legislation is new matter.
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 18 030

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT*, ARTICLE III, *DISTRICT REGULATIONS*, § 550-94, *SPECIAL HOUSING ZONE III*

B. Accessory Uses:

.....

.....

H. Artificial lighting shall be provided along all walks, paths and interior roads and driveways and in all off-street parking areas with sufficient illumination for safety and convenience.

I. Affordable units shall be provided in accordance with:

.....

(3) At least 13% of the units shall be affordable to very-low income households, 37% of the units shall be affordable to low-income households, and 50% of the units may be affordable to moderate-income households. An odd number shall be split in favor of the low-income unit.

(4) In addition to addressing the requirements of COAH and UHAC noted above, the affordable units shall be developed in accordance with the following:

(a) The affordable units cannot be age-restricted units;

(b) The bedroom distribution requirements pursuant to N.J.A.C. 5:93-7.3 and N.J.A.C. 5:80-26.3(b).

(c) The unit distribution requirements pursuant to N.J.A.C. 5:80-26.3.

[(d)] [The very-low income distribution requirements pursuant to the NJ Fair Housing Act, N.J.S.A. 52:27D-329.1.]

([e]d) The length of controls requirement and deed restrictions pursuant to N.J.A.C. 5:80-26.11, except that the length of the Control Period may be limited to 45 years.

([f]e) The phasing requirements pursuant to N.J.A.C. 5:93-5.6(d).

([g]f) The accessibility and adaptability requirements pursuant to N.J.A.C. 5:97-3.14.

.....

§550-95. Through § 550.110. (Reserved)

18 030

EXPLANATION Matter UNDERLINED thus in this legislation is new matter.
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 18 030

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT*, ARTICLE III, *DISTRICT REGULATIONS*, § 550-94, *SPECIAL HOUSING ZONE III*

Any Ordinance or Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

This Ordinance shall take effect 20 days after action or inaction by the Mayor as provided for by law or an override of a mayoral veto by the Council, whichever is applicable; upon filing with the Mercer County Planning Board; upon publication according to law; and upon approval of this Ordinance by the Superior Court of New Jersey, Law Division having jurisdiction over a certain action entitled *In the Matter of Hamilton Township*, Docket No. MER-L-1573-15 or by the New Jersey Council on Affordable Housing.

18 030

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

First Reading							Second Reading						
COUNCIL	AYE	NAY	NV	AB	ORD	SEC	COUNCIL	AYE	NAY	NV	AB	ORD	SEC
ILEANA SCHIRMER	✓					✓	ILEANA SCHIRMER	✓					
RALPH V. MASTRANGELO	✓						RALPH V. MASTRANGELO	✓				✓	
RICHARD L. TIGHE, JR.	✓						RICHARD L. TIGHE, JR.	✓					✓
JEFFREY S. MARTIN	✓				✓		JEFFREY S. MARTIN	✓					
ANTHONY P. CARABELLI, JR	✓						ANTHONY P. CARABELLI, JR	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting ORD. - Moved SEC. - Seconded

REJECTED ____

APPROVED ✓

KELLY A. YAEDE, MAYOR

11/26/18
DATE

RECONSIDERED BY COUNCIL ____ OVERRIDE VOTE AYE ____ NAY ____

L:\COUNCIL\Ordinance\LANDDEVL\2018 Revisions\Sec 550-94 ProjectFreedom-JusticeSamuelAlitoJrWay 6-12-18.doc

EXPLANATION **Matter UNDERLINED thus in this legislation is new matter.**
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 18 011

1ST READING March 6, 2018
2ND READING & PUBLIC HEARING March 20, 2018
WITHDRAWN _____ LOST _____

DATE TO MAYOR March 22, 2018
DATE RESUBMITTED TO COUNCIL _____
DATE EFFECTIVE April 17, 2018

APPROVED AS TO FORM AND LEGALITY
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY
TITLE

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT*, ARTICLE II, *ZONING DISTRICTS; MAP*, § 550-42, *ZONING MAP,* AND ARTICLE III, *DISTRICT REGULATIONS*, § 550-94, *SPECIAL HOUSING ZONE III*

Be It Ordained by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the *Land Development Code, Hamilton Township, New Jersey*, Chapter 550, *Land Development,* Article II, *Zoning Districts; Map*, § 550-42, Zoning Map, and Article III, *District Regulations*, § 550-94, *Special Housing Zone III*, as amended and supplemented, be further amended and supplemented as follows:

18 011

Chapter 550

LAND DEVELOPMENT

ARTICLE II. ZONING DISTRICTS; MAP

.....

§ 550-42. Zoning Map.

The boundaries of these zoning districts are established on the map entitled "Zoning Map of the Township of Hamilton Revision No. 28," dated 2004, which is hereby made part of this chapter.

.....

The boundaries of the Special Housing Zone III shall be applied to:
Block 2163, Lot 3, a portion thereof beginning at the southwesterly corner of Block 2163, Lot 3, running north 508.14 feet, along the common line of Lot 5; running northwest 592.85 feet, along the common line of Lot 5; running east for approximately 1,050 feet; running south for approximately 800 feet to Samuel A. Alito Jr. Way; then running west 550 feet to beginning point.

.....

ARTICLE III. DISTRICT REGULATIONS

.....

§ 550-94. Special Housing Zone III.

A. Permitted Uses:

EXPLANATION **Matter UNDERLINED thus in this legislation is new matter.**
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 18 011

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT*, ARTICLE II, *ZONING DISTRICTS; MAP*, § 550-42, *ZONING MAP,* AND ARTICLE III, *DISTRICT REGULATIONS*, § 550-94, *SPECIAL HOUSING ZONE III*

(1) Multi-family, townhouses, and single-family attached or detached homes that are affordable to households of low- and moderate-income and are eligible for affordable housing credit against the Township's affordable housing obligation.

(2) Manager's unit, limited to one (1) unit. Said unit shall be occupied by staff of the development and is not required to be reserved for a low or moderate income household.

(3) Public parks, playgrounds, conservation areas and public purpose uses.

(4) Public recreational and community center buildings and grounds.

(5) Building structures and uses owned and operated by the Township of Hamilton.

B. Accessory Uses:

(1) Decks and patios which shall be uniform in size and materials and complement the architectural style and design of the dwelling unit and the overall design, as established during the site plan review and approval process. All decks and patios shall be constructed when the development is constructed.

(2) Off-street parking and private garages.

(3) Fences and walls which shall be uniform in size and materials and complement the architectural style, type and design of the dwelling unit and the overall project design, as established during the site plan review and approval process. All fences and walls shall be constructed when the development is constructed.

(4) Entrance gatehouses and structures provided such structure(s) are located along entrance roadway(s) to the property, are located outside of any required site triangle, and are designed to complement the architectural style and the overall project design.

(5) Community amenities, such as but not limited to pool, clubhouse, walking trails.

(6) Signs.

(7) Temporary sales or construction trailer(s).

(a) The trailer(s) shall be located on the same lot as the principal permitted use and shall meet all setback requirements for principal buildings in the zone.

(b) The trailer(s) shall be shown on the site plan for the principal permitted use and shall be reviewed by the administrative officer on an individual case basis in accordance with the performance standards in § 550-120.

(c) The trailer(s) shall be permitted to remain only for the period of construction, renting or sale of the permitted use.

(d) Only one sales trailer and two construction trailers are permitted per project.

18 011

EXPLANATION Matter UNDERLINED thus in this legislation is new matter.
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 18 011

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT*, ARTICLE II, *ZONING DISTRICTS; MAP*, § 550-42, *ZONING MAP,* AND ARTICLE III, *DISTRICT REGULATIONS*, § 550-94, *SPECIAL HOUSING ZONE III*

(8) Roof-mounted solar or photovoltaic energy-generating facility.

C. Conditional Uses:

(1) None.

D. Area and Yard Requirements:

(1) Tract Development.

(a) Minimum tract area: 9 acres

(b) Minimum tract frontage: 200 feet

(c) Minimum number of affordable units: 72

(d) Bulk Requirements

Minimum yards (feet)	
Front	50
Rear	50
Side	50
Maximum impervious coverage	50%
Maximum principal building height	2.5 stories, but not to exceed 40 feet
Maximum accessory building height	30 feet

(e) Lot sizes and dimensions, yard sizes and building arrangement may be freely disposed and arranged, in accordance with the following standards:

1. No portion of a dwelling shall be closer than 15 feet to the right-of-way of a local internal road or 50 feet to a public road existing at the time the application for development is deemed complete or any planned public road.

2. End wall (no openings) to end wall: 12 feet minimum.

3. Any building face to street curb: 20 feet minimum.

4. End wall to window wall: 30 feet minimum.

5. Any building face to parking area: 12 feet minimum.

6. Window wall to window wall: 50 feet minimum

18 011

EXPLANATION **Matter UNDERLINED thus in this legislation is new matter.**
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 18 011

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT*, ARTICLE II, *ZONING DISTRICTS; MAP*, § 550-42, *ZONING MAP,* AND ARTICLE III, *DISTRICT REGULATIONS*, § 550-94, *SPECIAL HOUSING ZONE III*

7. Landscape buffer required to street: 30 feet

8. Landscape buffer required to lot line: 30 feet

E. Natural features and critical areas, such as treed areas, scenic views; historic sites; natural terrain including steep slopes and open waters; wetlands and associated buffers; wildlife corridors; natural drainage lines; open space of high ecological value; and other community assets shall be preserved as much as practical.

F. Architectural Standards:

(1) Building exteriors are encouraged have vertical and/or horizontal offsets to create visual breaks on the exterior.

(2) A variety of building heights is encouraged in a single development.

(3) A variety of building setbacks, rooflines, color schemes, and elevations shall be required in the development to avoid a repetitious or monotonous streetscape to the extent practical.

(4) The exteriors of all buildings in the development, including accessory buildings, shall conform architecturally and be constructed of materials of like character.

(5) Each building and combined complex of units shall have a compatible architectural theme with variations in design to provide attractiveness to the development, which shall include consideration of landscaping techniques, building or orientation to the site and to other structures, topography, natural features and individual dwelling unit design, such as varying unit width, staggering unit setbacks, providing different exterior materials, changing rooflines and roof designs, altering building heights and changing types of windows, shutters, doors, porches, colors and vertical or horizontal orientation of the facades, singularly or in combination, for each unit.

(6) In order to prevent the development of long and monotonous buildings and ridgelines, which serve to increase the sense of density, lack interest and liken the development to a barracks, overall structures of attached townhouses shall consist of no more than eight townhouse dwelling units. There shall be at least three different ridgeline heights in each overall structure of attached townhouses, which shall vary by at least three feet. In any overall structure of attached townhouses, no more than two adjacent dwelling units shall have the same setback. Setbacks shall vary by at least eight feet.

7. The monotony of long overall structures of attached townhouses is considerably diminished when such structures are sited on gently rolling lands. In such instances, the Planning Board may approve the construction of overall structures of attached townhouses containing nine or 10 townhouse dwelling units.

G. Each development shall provide for the removal of trash and garbage. Storage of trash and garbage shall be subject to Planning Board review and approval.

18 011

EXPLANATION Matter UNDERLINED thus in this legislation is new matter.
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 18 011

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT,* ARTICLE II, *ZONING DISTRICTS; MAP,* § 550-42, *ZONING MAP,* AND ARTICLE III, *DISTRICT REGULATIONS,* § 550-94, *SPECIAL HOUSING ZONE III*

H. Artificial lighting shall be provided along all walks, paths and interior roads and driveways and in all off-street parking areas with sufficient illumination for safety and convenience.

I. Affordable units shall be provided in accordance with:

(1) A Developer's Agreement is required to establish low/moderate apportionment, very-low income requirement per N.J.S.A. 52:27D-329.1, bedroom distribution, unit size, etc.

(2) The affordable units shall be developed in accordance with the Council on Affordable Housing's (COAH's) regulations at N.J.A.C. 5:93 and the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et seq., which govern the administration and affordability controls of affordable units in New Jersey, with one exception. The exception is for 13% very-low income housing at 30% of the regional median income instead of the UHAC requirement of 10% very-low income housing at 35% of the regional median income.

(3) At least 13% of the units shall be affordable to very-low income households, 37% of the units shall be affordable to low-income households, and 50% of the units may be affordable to moderate-income households. An odd number shall be split in favor of the low-income unit.

(4) In addition to addressing the requirements of COAH and UHAC noted above, the affordable units shall be developed in accordance with the following:

(a) The affordable units cannot be age-restricted units;

(b) The bedroom distribution requirements pursuant to N.J.A.C. 5:93-7.3 and N.J.A.C. 5:80-26.3(b).

(c) The unit distribution requirements pursuant to N.J.A.C. 5:80-26.3.

(d) The very-low income distribution requirements pursuant to the NJ Fair Housing Act, N.J.S.A. 52:27D-329.1.

(e) The length of controls requirement and deed restrictions pursuant to N.J.A.C. 5:80-26.11, except that the length of the Control Period may be limited to 45 years.

(f) The phasing requirements pursuant to N.J.A.C. 5:93-5.6(d).

(g) The accessibility and adaptability requirements pursuant to N.J.A.C. 5:97-3.14.

J. In the Special Housing Zone III, a ground sign shall be permitted for the purpose of identifying a multi-family dwelling project. It shall not exceed 30 square feet in area and not more than one such sign shall be placed on a property unless such property fronts upon more than one street, in which instance a sign may be erected on each frontage. The sign shall not exceed the height of six feet and shall not be located within 10 feet of a public street, parking area or driveway and shall in no way interfere with the safe

18 011

EXPLANATION Matter UNDERLINED thus in this legislation is new matter.
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 18 011

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 550, *LAND DEVELOPMENT,* ARTICLE II, *ZONING DISTRICTS; MAP,* § 550-42, *ZONING MAP,* AND ARTICLE III, *DISTRICT REGULATIONS,* § 550-94, *SPECIAL HOUSING ZONE III*

function of any traffic control signal or directional device nor be located within an intersection sight triangle easement.

.....

§550-9[4]5. Through § 550.110. (Reserved)

Any Ordinance or Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

This Ordinance shall take effect 20 days after action or inaction by the Mayor as provided for by law or an override of a mayoral veto by the Council, whichever is applicable; upon filing with the Mercer County Planning Board; upon publication according to law; and upon approval of this Ordinance by the Superior Court of New Jersey, Law Division having jurisdiction over a certain action entitled *In the Matter of Hamilton Township*, Docket No. MER-L-1573-15 or by the New Jersey Council on Affordable Housing.

18 011

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

First Reading							Second Reading						
COUNCIL	AYE	NAY	NV	AB	ORD	SEC	COUNCIL	AYE	NAY	NV	AB	ORD	SEC
ILEANA SCHIRMER	✓					✓	ILEANA SCHIRMER	✓					✓
RALPH V. MASTRANGELO	✓				✓		RALPH V. MASTRANGELO	✓		✓			
RICHARD L. TIGHE, JR.	✓					✓	RICHARD L. TIGHE, JR.		✓				
JEFFREY S. MARTIN	✓						JEFFREY S. MARTIN	✓				✓	
ANTHONY P. CARABELLI, JR.	✓						ANTHONY P. CARABELLI, JR.	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting ORD. - Moved SEC. - Seconded

REJECTED _____

APPROVED ✓

KELLY A. YAEDE, MAYOR

2-28-18
DATE

RECONSIDERED BY COUNCIL _____ OVERRIDE VOTE AYE ____ NAY ____

L:\COUNCIL\Ordinance\LANDDEVL\2018 Revisions\Sec.550-42&Sec.550-94.ProjectFreedom-JusticeSamuelAlitoJrWay.Rev3-6-18.doc

EXPLANATION **Matter UNDERLINED thus in this legislation is new matter.**
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 19-172

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION DETERMINING THAT THE FREEDOM VILLAGE BY THE WOODS PROJECT PROPOSED BY PROJECT FREEDOM, INC. MEETS OR WILL MEET AN EXISTING HOUSING NEED WITHIN THE TOWNSHIP OF HAMILTON

Whereas Project Freedom, Inc. ("Sponsor") proposes to construct a seventy-two (72) unit housing project for low- and moderate-income persons and for persons with special needs housing project ("Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 *et seq.*), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 *et seq.*, and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") with the Township of Hamilton ("Municipality") on a site described as Lot 3, Block 2163 as shown on the Official Assessment Map of the Township of Hamilton, Mercer County, and commonly known as Justice Samuel Alito Way, Hamilton Township, New Jersey; and

Whereas the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency ("Agency"); and

Whereas pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality; and

Now, Therefore, Be It Resolved by the Council of the Township of Hamilton, Mercer County, State of New Jersey, that:

1. The Council finds and determines that the Freedom Village by the Woods Project proposed by the Sponsor meets or will meet an existing housing need.

2. The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

ADOPTED BY COUNCIL ON MAY 7, 2019
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER		✓				✓
RALPH V. MASTRANGELO	✓					
ANTHONY P. CARABELLI, JR.	✓					
RICHARD L. TIGHE, JR.		✓			✓	
JEFFREY S. MARTIN	✓					

X – Indicates Vote A.B. – Absent N.V. – Not Voting RES. - Moved SEC. – Seconded

REQUEST FOR COUNCIL ACTION

DATE: April 24, 2019

SERVICE REQUESTED:

__ Ordinance

X Resolution

__ Item for Discussion (explain)

FOR CONTRACTS & PSA'S (select one):

__ Request was made for Bids

__ Request was made for Proposals/Quotes

__ Request was made for Proposals/Quotes for Professional Services

INITIATING DEPT/DIV: CPC/Planning

SUBJECT MATTER: Project Freedom proposes to construct a 72-unit housing project for low and moderate income persons and for persons with special needs.

LIST SUPPORTING DATA:
Resolution of need from Municipality

AMOUNT OF FUNDING: $ N/A
(if applicable)

BUDGET ACCOUNT NAME: N/A
(i.e. Dept. of Adm., Professional Services)

BUDGET ACCOUNT NO(S): N/A
(i.e. 3-01-20-120-000-280)

APPROVED BY: _____ DATE: 4/25/19
Martin J. Flynn, Chief of Staff

APPROVED BY: _____ DATE: 4/25/19
David J. Kenny, Business Administrator

APPROVED BY: _____ DATE: 5/1/19
Kelly A. Vaeth, Mayor

(To be completed by the Business Administrator)
PLEASE PREPARE THIS ITEM FOR THE 5-21-19 **COUNCIL AGENDA.**
Deadline for submission to the Office of the Business Administrator for review and approval is 3:00 pm on the Monday the week preceding the Council Meeting.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION **19-206** No. _____

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION AUTHORIZING THE PROPER OFFICIALS OF THE TOWNSHIP TO EXECUTE AN AGREEMENT CONCERNING THE PAYMENT IN LIEU OF TAXES (PILOT) PROGRAM FOR PROJECT FREEDOM, INC., 33 JUSTICE SAMUEL ALITO JR. WAY

Whereas Project Freedom, Inc. (hereinafter referred to as the "Sponsor") proposes to construct a 72 unit affordable housing project for low and moderate income persons and for persons with disabilities (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 *et seq.*), the rules promulgated thereunder at N.J.A.C. 5:80-1 *et seq.*, and all applicable guidelines (the foregoing hereinafter referred to as the "HMFA Requirements") within the Township of Hamilton (hereinafter referred to as the "Township") on a site described as Lot 3.01, Block 2163 as shown on the Official Assessment Map of the Township of Hamilton, Mercer County and commonly known as 33 Justice Samuel Alito Jr. Way, Hamilton Township, New Jersey; and

Whereas the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

Whereas pursuant to the HMFA Requirements, the governing body of the Township hereby determines that there is a need for this housing project in the Township; and

Whereas the Sponsor has presented to the Township Council a revenue projection for the Project which sets forth the anticipated revenue to be received by the Sponsor from the operation of the Project as estimated by the Sponsor and the Agency, a copy of which is attached hereto and made a part hereof as Exhibit "A";

Now, Therefore, Be It Resolved by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that:

(1) The Council finds and determines that the proposed Project will meet or meets an existing housing need; and

(2) The Council does hereby adopt the within Resolution and makes the determination and findings hereby contained by virtue of, pursuant to, and in the conformity with the provisions of the HMFA Requirements with the intent and purpose that the Agency shall rely thereon in making a mortgage loan to the Sponsor, which Sponsor shall construct, own and operate the Project; and

(3) The Council does hereby adopt the within Resolution with the further intent and purpose that from the date of execution of the Agency mortgage, the proposed Project, including both the land and improvements thereon, will be exempt from real property taxation as provided in the HMFA Requirements, provided that payments in lieu of taxes for municipal services supplied to the Project are made to the Township in such amounts and manner set forth in the Agreement for Payment in Lieu of Taxes attached hereto as Exhibit "B"; and

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. **19-206**

RESOLUTION AUTHORIZING THE PROPER OFFICIALS OF THE TOWNSHIP TO EXECUTE AN AGREEMENT CONCERNING THE PAYMENT IN LIEU OF TAXES (PILOT) PROGRAM FOR PROJECT FREEDOM, INC., 33 JUSTICE SAMUEL ALITO JR. WAY

(4) The Council hereby authorizes and directs the proper officials of the Township of Hamilton to execute, on behalf of the Township, the Agreement for Payment in Lieu of Taxes in substantially the form annexed hereto as Exhibit "B"; and

(5) The Council understands and agrees that the revenue projections set forth in Exhibit "A" are estimates and that the actual payments in lieu of taxes to be paid by the Sponsor to the Township shall be determined pursuant to the Agreement for Payment in Lieu of Taxes executed between the Sponsor and the Township.

ADOPTED BY COUNCIL ON June 18, 2019
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER		✓				✓
RALPH V. MASTRANGELO	✓				✓	
ANTHONY P. CARABELLI, JR.	✓					
RICHARD L. TIGHE, JR.		✓				
JEFFREY S. MARTIN	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting RES. - Moved SEC. - Seconded

L:\COUNCIL\Resolution\PilotPrograms\ProjectFreedom 33SamuelAlitoWay 2019.wpd

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

Freedom Village by the Woods, HMFA #(s) _____
Insert Project Name and Agency number(s) above.

THIS AGREEMENT, made this 18TH day of June, 2019, between PROJECT FREEDOM, INC., a corporation of the State of New Jersey, having its principal office at 1 Freedom Blvd., Lawrenceville, New Jersey 08648 (hereinafter the 'Sponsor") and the Township of Hamilton, a municipal corporation in the County of Mercer and State of New Jersey (hereinafter the "Municipality").

WITNESSETH:

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et seq.) (hereinafter "HMFA Law" and a Resolution of the Council of the Municipality dated _____, 2019 (the "Resolution') and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.

2. The Project is or will be situated on that parcel of land designated as Block 2163, Lot 3.01 (formerly part of Lot 3) as shown on the Official Assessment Map of the Township of Hamilton, and more commonly referred to as Hamilton, New Jersey.

3. As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the Sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which, according to the HMFA Law, may not exceed fifty (50) years.

4. (a) For projects receiving construction and permanent financing from the Agency, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amount as follows:

(1) From the date of the execution of the Agency Mortgage until the date of substantial completion of the Project, the Sponsor shall make payment to the municipality in an amount equal to zero dollars (pursuant to the HMFA Law, the annual amount may not exceed the amount of taxes due on the property for the year preceding the recording of the Agency Mortgage). As used herein, "Substantial Completion" means the date upon which the

Municipality issues the Certificate of Occupancy for all units in the Project.

(2) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make payment to the Municipality in an amount equal to 5.00 percent of Project Revenues.

(3) The Municipality waives any rights to collect an annual administrative fee of 2% of Project Revenues.

(b) For Projects receiving permanent financing only from the Agency, the Sponsor shall make payment to the Municipality in an amount equal to 5.00 percent of Project Revenues from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage.

(c) As used herein, "Project Revenues" means the total annual gross rental or carrying charge and other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, and less vacancies, if any. Project Revenues shall not include any rental subsidy contributions received from any federal or state program.

(d) The amount of payment in lieu of taxes to be paid pursuant to paragraphs (a) or (b) or (c) above is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 5 below.

5. (a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after (i) the date of Substantial Completion (for projects receiving construction and permanent financing) or (ii) the date of the Agency Mortgage (for projects receiving permanent financing only) and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 5.00 percent of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. the Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(b) All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law. Any such action must be commenced within one year of the receipt of the Audit by the Municipality.

(c) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and NJHMFA in the manner set forth in 9(a) below, prior to any legal action being taken.

6. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and is obligated under the Agency Mortgage.

7. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFAA Law, or any other applicable state law, the Project shall be taxed as omitted property in accordance with the law.

8. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successors and assigns.

9. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the Municipality to the Sponsor, it shall be addressed to 1 Freedom Blvd., Lawrenceville, NJ 08648 or to such other address as the Sponsor may hereafter designate in writing and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

(b) When sent by the Sponsor to the Municipality, it shall be addressed to the 2090 Greenwood Avenue, Hamilton, NJ 08650 or to such other address as the Municipality may designated in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

10. In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

ATTEST:

Assistant Secretary

SPONSOR: PROJECT FREEDOM, INC.

By: President / CEO

By: _____

ATTEST:

Eileen A. Gore, RMC, CMC, MMC
Municipal Clerk

MUNICIPALITY: TOWNSHIP OF HAMILTON

By: _____
Kelly A. Yaeda, Mayor

EXHIBIT A

VI. REAL ESTATE TAX CALCULATION FOR TAX ABATEMENT

Gross Rents (minus rental subsidy contributions)		732,072
Less Vacancy	(-)	51,245
Less Utilities (if applicable)	(-)	65,000
Gross Sheltered Rents	$	615,827
x Rate	x	5.00 %
Real Estate Taxes	$	30,791

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY 19-207

RESOLUTION No. _____

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION AUTHORIZING THE EXECUTION OF AN OPTION AGREEMENT BETWEEN PROJECT FREEDOM, INC. AND THE TOWNSHIP OF HAMILTON

Whereas the Township of Hamilton is the owner of a tract or parcel of land being Lot 3.01, Block 2163, being shown on the tax map of the Township of Hamilton, Mercer County, New Jersey, together with all access easements, rights and privileges appurtenant thereto (the "Property"); and

Whereas Project Freedom, Inc., as Sponsor, will apply to the New Jersey Housing and Mortgage Finance Agency ("HMFA") for an allocation of Low Income Housing Tax Credits and/or for financing to partially fund construction of low and moderate income rental housing with a portion thereof for persons with disabilities (the "Project") on the Property; and

Whereas as a condition of approval of the financing, HMFA requires that Project Freedom, Inc. evidence control of the Property; and

Whereas Project Freedom, Inc. desires to acquire certain option rights to purchase the Property from the Township of Hamilton upon terms and conditions acceptable to HMFA and the Township of Hamilton for the purpose of construction of the Project, and the Township of Hamilton desires to grant such rights to Project Freedom, Inc.; and

Whereas on September 18, 2018, the Council of the Township of Hamilton approved Resolution No. 18-251, which authorized a Development Agreement as amended with Project Freedom, Inc.; and

Whereas as a condition of the Development Agreement, the parties are required to execute an Option Agreement;

Now, Therefore, Be It Resolved that the Council of the Township of Hamilton, Mercer County, State of New Jersey, that the Option Agreement between Project Freedom, Inc. and the Township of Hamilton be and hereby is approved and the proper officials of the Township of Hamilton are hereby authorized to execute said Agreement.

Be It Further Resolved that a copy of this Resolution shall be forwarded to Project Freedom, Inc. and the Hamilton Township Planning Board Secretary.

ADOPTED BY COUNCIL ON JUNE 18, 2019
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER		✓			✓	
RALPH V. MASTRANGELO	✓					
ANTHONY P. CARABELLI, JR.	✓					✓
RICHARD L. TIGHE, JR.		✓				
JEFFREY S. MARTIN	✓					

X – Indicates Vote A.B. – Absent N.V. – Not Voting RES. - Moved SEC. – Seconded

OPTION AGREEMENT

THIS OPTION AGREEMENT is made as of this 18 day of June, 2019, between **TOWNSHIP OF HAMILTON** a municipal corporation of the State of New Jersey, located at 2090 Greenwood Avenue, Hamilton, NJ 08650 (the "Optionor"), and **PROJECT FREEDOM, INC.,** a New Jersey non-profit corporation, having its principal office at 1 Freedom Blvd., Lawrenceville, New Jersey 08648 (the "Optionee").

WHEREAS, Optionor is the owner of a tract or parcel of land being Lot 3.01 (formerly part of Lot 3), Block 2163, being shown on the tax map of the Township of Hamilton, Mercer County, New Jersey, together with all access easements, rights and privileges appurtenant thereto (the "Property"); and

WHEREAS, Optionee, as Sponsor, will apply to the New Jersey Housing and Mortgage Finance Agency ("HMFA") for an allocation of Low Income Housing Tax Credits and/or for financing to partially fund construction of low and moderate income rental housing with a portion thereof for persons with disabilities (the "Project") on the Property.

WHEREAS, as a condition of approval of the financing, HMFA requires that Optionee evidence control of the Property; and

WHEREAS, Optionee desires to acquire certain option rights to purchase the Property from Optionor upon terms and conditions acceptable to HMFA and Optionor for the purpose of construction of the Project, and Optionor desires to grant such rights to Optionee.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

1. Grant of Option. In and for a consideration of One and 00/100 Dollars ($1.00), Optionor hereby grants to Optionee an irrevocable, exclusive option (the "Option") to purchase the Property, together with all necessary access and development easements on the terms and conditions hereinafter set forth.

2. Term. The Option shall be for an initial term commencing the date hereof and expiring on three (3) years from the date hereof (the "Initial Term"). Optionor hereby grants Optionee the right to extend the term of the Option for one (1) additional year (the "Extended Term"). Such right to extend the Option shall be exercised by Optionee on or before the expiration of the Initial Term by giving written notice to Optionor of its exercise of such right in the manner provided in Section 18 hereof. (The date of the expiration of the Initial Term, or Extended Term, if extended by Optionee, is hereinafter referred to as the "Expiration Date.")

3. Exercise of Option. The Option may be exercised by Optionee's giving Optionor written notice in the manner provided in Section 18 hereof any time on or before the Expiration Date, which Notice shall state that Optionee exercises the Option. (The date of the giving of such notice by Optionee to Optionor is hereinafter referred to as the "Exercise Date.") In the event that Optionee has not exercised the Option on or before the Expiration Date, this Option Agreement shall be terminated and of no further force or effect, and no party shall have any further obligation whatsoever to the other party under this Option Agreement. Optionee shall also have the right to terminate this Option Agreement for the following reasons: (1) Optionee determines the existence of adverse environmental conditions which Optionor chooses not to remediate or clean up; (2) Optionee determines the title to the property contains easements, restrictions or other agreements which impair Optionee's ability to develop the Property; (3) Optionee fails to obtain financing from HFMA or other sources in an amount deemed necessary

to complete the Project; or (4) Optionee fails to obtain governmental approvals or permits to allow the Project to proceed.

4. Obligation to Exercise Options. Optionee shall use its best efforts to obtain the necessary HMFA financing. Optionee shall also use its best efforts to secure other funding. Upon closing of the financing, Optionee shall be obligated to exercise the Option.

5. Closing: Terms of Purchase. In the event Optionee exercises the Option, the purchase of the Property shall be closed (the "Closing") at the offices of Dumont & Watson, 600 Alexander Road, Suite 1-1, Princeton, New Jersey, 08540, or such other place as the parties may agree. The Closing shall take place on a date selected by Optionee on or before the date of the closing with the Optionee's tax credit financing or the construction financing whichever closes earlier, but no later than the Expiration Date. Optionee shall give Optionor at least ten (10) days prior notice of the date and time of the Closing. At the time of the Closing each party shall execute and deliver all instruments reasonably desirable or legally necessary to effect and complete the sale of the Property, including without limitation the following:

(a) a bargain and sale deed with covenants against grantor's acts (the "Deed") conveying title free and clear of any encumbrances, together with a restriction that the Property shall be developed with COAH compliant low and moderate income affordable housing. The purchase price for the Property shall be a nominal consideration of $1.00 and shall be paid at closing.

(b) an affidavit of title and such other documents as shall be reasonably required by Optionee's title insurer as a condition to insuring title to the Property at regular rates and free of all exceptions;

(c) copies of resolutions and/or Ordinances of Optionor authorizing the execution and delivery of the Deed and such other documents and instruments as are required by this Option Agreement; and

(d) such other documents as may be reasonably required to transfer all of Optionor's right, title and interest in the Property, comply with HMFA requirements for the Project, and comply with applicable State and local laws.

6. Binding Contract to Purchase Property. Optionor hereby warrants, represents and agrees that:

(a) There is no action, proceeding or investigation pending or threatened against Optionor, or other circumstance of which Optionor is aware, that would interfere with Optionor's ability to grant the Option, close title to the Property in accordance with the terms of this Option and Optionor's obligations hereunder;

(b) Optionor has not entered into nor is the Property subject to any agreement, option, or lease or to the claim of any tenant in possession and so long as this Option Agreement remains in force, Optionor will not lease, mortgage, lien, encumber or convey any portion of the Property or any right therein, nor enter into any agreement or amendment to agreement granting to any person or entity any right with respect to the Property or any party thereof;

(c) Optionor has no knowledge of any uncured violations of any law, ordinance, rule or regulation of any governmental authority or agency applicable to the Property;

(d) Optionor agrees it shall amend the current zoning of the Property to permit low and moderate income housing. Optionor shall promptly advise Optionee in writing

during the Option Period of any pending or contemplated eminent domain proceedings affecting the Property or of any pending or contemplated proceedings which could or might result in the levy of any special tax or assessment against the Property; and

7. Organization; No Violation; Eligibility. Optionee hereby represents and warrants that it is a non-profit corporation duly organized and currently existing and the execution and delivery of this Agreement will not violate any judgment or agreement to which the Optionee is subject.

8. Property Taxes. On and after the Closing, Optionee shall be responsible for the payment of all property taxes on the Property pursuant to a Financial Agreement (N.J.S.A. 40A:20-1 et seq) with the Township of Hamilton, Mercer County, New Jersey.

9. Loss or Casualty: Condemnation. The occurrence of (a) any loss or damage to all or any portion of the Property caused by fire or any other casualty, or (b) any taking or condemnation for any public or quasi-public purpose or use by any competent authority in appropriate proceedings or by any right of eminent domain of all or any part of the Property, between the Exercise Date and the Closing shall, at the election of the Optionee, cause the rescission of Optionee's exercise of the Option. The election to rescind provided for hereby must be exercised by Optionee (or will be deemed to have been waived) by written notice to Optionor to that effect, which notice must be received by Optionor on or before the thirtieth (30^{th}) day following written notice to Optionee of such casualty or condemnation, as the case may be.

10. Entry. Optionee, or its agents or representatives, shall have the privilege, but not the obligation, at any time during such time as this Option Agreement is in force, of entering upon the Property to inspect, examine, survey and make test borings, soil tests and any other

tests, studies and surveys on the Property which Optionee may deem necessary or desirable. Optionee shall repair any damage to the Property caused by Optionee's activities pursuant to this Section 10 and shall indemnify and hold Optionor harmless from and against any damage or liability which Optionor may suffer caused by such activities. In addition, at Optionor's request, Optionee shall provide proof of liability insurance, in amounts reasonably acceptable to Optionor, prior to entering the Property for any testing or inspection.

11. Brokers. Each party represents to the other that neither has made any agreement or taken any action which may cause any person or entity to become entitled to a commission upon the exercise of the Option or execution of the Deed, and each will indemnify, defend and hold harmless the other from any and all claims, actual or threatened, for compensation by any such third party with whom either of them have had dealings.

12. Expenses. Except as otherwise provided herein, each party will pay all its own expenses incurred in connection with this Option Agreement and the transaction contemplated hereby.

13. Governing Law. This Option Agreement shall be deemed to be made under and construed in accordance with and governed by the laws of the State of New Jersey without regard to principles of conflicts of laws.

14. Severability. In case any one or more of the provisions contained in this Option Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

15. Further Assurances. The parties hereto agree to execute and deliver all such other documents and to take all such further action which may be reasonably necessary to appropriate to carry out the terms of this Option Agreement.

16. Entire Agreement. All exhibits and schedules hereto shall be deemed to be incorporated into and made part of this Option Agreement. This Option Agreement, together with said exhibits and schedules, contains the entire agreement between the parties and there are no agreements, understandings, representations, or warranties which are not set forth herein. This Option Agreement may not be amended or revised except by a writing signed by both parties hereto.

17. Counterparts. This Option Agreement may be executed in one or more counterparts, all of which when taken together shall constitute but one instrument.

18. Notices. All notices, demands and requests which are required to be given by the parties hereto shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this instrument, unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

19. Time of the Essence. All times, wherever specified herein, are of the essence of this Option Agreement.

20. Assignability. Optionee shall be permitted to assign or transfer any portion or all of its rights or obligations under this Option Agreement or the Property itself after acquisition by Optionee to a nominee or assignee controlled by, or under common control with Optionee without the prior consent or approval or Optionor.

21. Captions. The captions herein have been inserted solely for convenience of reference and in no way define, limit or describe the scope or substance of any provision of this Option Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Option Agreement to be duly executed as of the date first written above.

ATTEST:

Eileen A. Gore, RMC, CMC, MMC
Municipal Clerk

TOWNSHIP OF HAMILTON

By: Kelly A. Yaede, Mayor

ATTEST:

Assistant Secretary

PROJECT FREEDOM, INC.

~~Chairman~~ Executive Director

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 18th day of September, 2018 ~~2017,~~ between **PROJECT FREEDOM, INC.**, a not-for-profit New Jersey corporation located at 1 Freedom Blvd., Lawrenceville, New Jersey 08648, referred to here as "Project Freedom" or alternatively, "Developer",

- AND -

THE TOWNSHIP OF HAMILTON, a municipal corporation of the State of New Jersey, located at 2090 Greenwood Avenue, Hamilton, New Jersey 08650, referred to here as "Township".

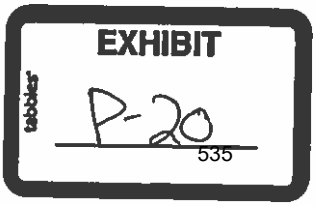
SECTION 1. BACKGROUND

WHEREAS, Project Freedom, Inc. is a not-for-profit New Jersey corporation dedicated to developing, supporting and advocating opportunities for independent living for persons with disabilities and for persons with very low, low or moderate income.

WHEREAS, Township is the owner of a tract of land known as Block 2163, Lot 3 from which shall be subdivided 10 acres of non-wetlands or such other tract of land from Lot 3 as may be agreed upon and which will have access to the Sam Alito Way, located in the Township of Hamilton, Mercer County, New Jersey referred to here as the "Property."

WHEREAS, Project Freedom and Township desire to cooperate and work together in order that Project Freedom may acquire, construct, mortgage, finance, lease, operate and manage for public benefit a very low, low and moderate income affordable housing project meeting the income and other restrictions of the Uniform Housing Affordability Controls ("UHAC" – *N.J.A.C.* 5:80-26.1 *et seq.*) on the Land for persons both with and without disabilities (the "Project"). Very low, low income and moderate income units would be included in the Project.

WHEREAS, the parties desire to enter into this Agreement to set forth their agreements, responsibilities, and obligations intending to be legally bound one to the other.



SECTION 2. DEFINITIONS

2.1. Appurtenances. "Appurtenances" shall mean all easements, covenants and other rights belonging to or connected with the Land.

2.2 COAH. "COAH" shall mean the New Jersey Council on Affordable Housing created by the Fair Housing Act (*N.J.S.A.* 52:27D-301 *et seq.*) or a court of jurisdiction with the same or similar purposes.

2.3 Construction Documents. "Construction Documents" shall mean all drawings and specifications setting forth in detail the requirements for the construction of the Project.

2.4. Developer. "Developer" shall mean Project Freedom, Inc. or any related successor entity of Project Freedom, Inc. Developer shall also include any lender who becomes a successor to its rights as a result of a foreclosure.

2.5 Governmental Approvals. "Governmental Approvals" shall mean all federal, state, county or municipal approvals, licenses, permits, certificates required to undertake and/or complete construction of the Project.

2.6. Governmental Authority. "Governmental Authority" shall mean the federal, state, county or municipal government, or any department, agency, bureau or other similar type body obtaining authority therefrom or created pursuant to any Laws.

2.7. HMFA. "HMFA" shall mean the New Jersey Housing and Mortgage Finance Agency.

2.8. Land. "Land" shall mean the land to be developed consisting of approximately 10 acres or such parcel as may be agreed upon to be subdivided by the Township from Block 2163, Lot 3, on the Tax Map of the Township of Hamilton, and any easements, rights of way or other rights benefiting or otherwise running with the land, including access to the Sam Alito Way. The Land is more particularly described in **Exhibit A** annexed to and made part of this agreement as though set forth at length here. The Land must be minimally sufficient to allow development of the Project accommodating 72 units on no less than 10 upland buildable non-wetlands acres with no buffers which restrict development or such number of units for which Developer is able to secure financing, consistent with Governmental

Approvals. The Land shall be conveyed by Township to an entity to be formed in which the Developer shall have an interest.

2.9. Laws. "Laws" shall mean each and every applicable federal, state, county or municipal statute, ordinance, rule, regulation, order, directive or requirement, together with all successor statutes, ordinances, rules, regulations, orders, directives or requirements, of any Governmental Authority, including without limitation, laws in any way related to Contaminants.

2.10. Low Income Household. "Low Income Household" shall mean a household with a gross income equal to 50 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located or otherwise defined in regulations promulgated by COAH and in the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.*

2.11. Manager. "Manager" shall mean (a) Project Freedom, Inc.; or (b) any successor non-profit entity formally approved by the Developer who shall be the leasing, reporting and managing agent, responsible for the day to day operation and leasing of the units within the Project.

2.12. Moderate Income Household. "Moderate Income Household" shall mean a household with a gross income in excess of 50 percent but less than 80 percent of the median gross household income for households of the same size within the housing region in which the housing is located or otherwise defined in regulations promulgated by the COAH and in the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.*

2.13. NJDEP. "NJDEP" shall mean the New Jersey Department of Environmental Protection, or its successor.

2.14. Notices. "Notices" shall mean any communication of any nature, whether in the form of correspondence, memoranda, order, directive or otherwise.

2.15. Option Agreement. An Option Agreement between the Township and Developer whereby upon notice of satisfaction of the conditions herein, Township will, for a nominal consideration of One ($1.00) Dollar, convey and donate the Land to Developer for purposes of constructing the Project. The Option Agreement term shall commence as of the date of this Agreement and extend for a period of

seven (7) years thereafter. Township shall convey the Land to Developer upon confirmation in writing that Developer has obtained all approvals for development of the Project, has obtained financing and, upon conveyance of the Land, is ready to commence construction.

2.16. Premises. "Premises" shall mean the Land and the Appurtenances.

2.17. Property. *See* "Land".

2.18. Project. "Project" shall mean the affordable rental housing to be constructed on the Premises, consisting of 72 total units wherein all units are deed restricted to persons or families with special needs as well as non-disabled persons or families with very low, low income or moderate income. At least half of the units shall be rented to low- and very low-income households, and at least 13 percent of the units shall be rented to very low-income households. Eighteen (18) of the units will be reserved for individuals with specials needs. Four (4) one-bedroom and six (6) two-bedroom units will be reserved for referrals from the Division of Development Disabilities, and eight (8) units, all one-bedroom, will be reserved for referrals from the Division of Mental Health and Addiction Services. The remaining 54 units will be family units. The very-low-income units will total 10 units and may be all special needs units at the discretion of the Developer. The actual number of units Developer shall construct shall be the number for which Developer secures all requisite financing and site plan approval from the Planning Board of the Township of Hamilton. The Project shall also qualify as certified very low, low and moderate income affordable housing for the purpose of in part satisfying any Mt. Laurel obligations and shall be eligible for credit against the Township's fair share obligation. Developer shall construct 72 Apartment Units unless that number is modified either by 1) government permit requirements or 2) municipal land use approvals, but in any event Developer will not be required to construct less than 60 Apartment Units.

2.19. Units/Apartment Units. "Apartment Units" shall be defined as one, two- and three-bedroom apartment units for persons with special needs and/or non-disabled persons (including families) with very low, low or moderate income as defined by federal and state law, and shall be constructed in the manner consistent with all past Project Freedom projects.

2.20. Very Low Income Household. "Very Low Income Household" shall mean a household with a gross income equal to thirty percent (30%) or less of the median gross household income for households of the same size within the housing region in which the housing is located or otherwise defined in regulations promulgated by COAH and in the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.*

SECTION 3. DEVELOPER OBLIGATIONS.

3.1. Development Grant. Township grants to the Developer site control and the exclusive right to develop the Project, subject to the limitations set forth herein.

3.2. Right of Entry. The Developer and the Developer's agents and representatives shall have the right to enter upon the Land at all times for any purpose related, directly or indirectly, to the development of the Project, or the exercise of any rights granted to the Developer pursuant to this agreement, or both, including without limitation, the right to perform soil borings, conduct investigations, surveys, engineering studies, environmental studies, architectural studies and prepare engineering, environmental and architectural data. The Land shall be returned to its approximate state prior to Developer's entry insofar as practical if the development does not proceed.

3.3. Right to Inspect Property and Declare A Withdrawal on the Basis of Environmental Objection.

The Township shall within ninety (90) days of the full execution date of this Agreement meet with representatives of Developer to provide and/or confirm Developer has received from Township all reports, assessments, investigations, test results, recommendations and all correspondence or other documents, agreements and materials pertaining to any known environmental conditions, contaminants and constraints present on the Premises. The Township will immediately undertake completion of the Phase I assessment and soil testing in the area adjacent to the dump. Township will immediately undertake a Phase II Assessment at its sole expense if Project Freedom determines the need therefore is indicated by the Phase I Assessment. Such determination by Project Freedom shall be subject to the agreement of the Township, which agreement shall not be unreasonably withheld. If the projected cost of

a Phase II assessment and remedial work exceeds $100,000.00, the Township may terminate this Agreement. Any above ground or underground tanks will be removed according to applicable regulations. Copies of all additional reports, assessments, investigations, test results, recommendations or documents received by Township after the date of execution of this Agreement shall be provided to Developer promptly.

3.4. Environmental Assessment.

1. Developer shall have up to three (3) years from the date of this Agreement to conduct soil borings, engineering studies, environmental studies, architectural studies and to obtain receipt of a Department of Environmental Protection Letter of Interpretation as to the location of wetlands, and receipt by Developer of a Phase I and, if necessary, II Environmental Assessment Report paid for by Township setting forth additional physical and environmental inspections as the environmental consultants believe are necessary to determine whether the property is suitable for the development of the Project, (the "Due Diligence Period"). If Developer determines additional environmental review is necessary, the Due Diligence period will be extended by an additional six (6) months.

2. Developer may request that the Township complete any recommendations or remediation provided for in any Phase I or Phase II Environmental Assessment. The undertakings described in Section 3.3 and 3.4 above shall constitute the Township's obligation, together with indemnification for any pre-existing conditions, which means that, after all the environmental assessments are done and construction commences, but during the course of excavation, if 50 gallon drums or other contaminants are found to be buried, the Township is responsible for removing the drums or other contaminants and doing any remediation that is necessary at Township expense.

3. In the event that the Developer determines in its sole discretion that the results of the physical and environmental inspections are not satisfactory to Developer, the Developer shall notify the Township in writing of Developer's election whether to proceed with the Project or terminate this

Agreement. The Township warrants that the Land, insofar as it is aware, has never been developed or the subject of any improvement and that there is no debris, such as rocks, concrete, old tree stumps, fill dirt, contaminated soil or trash, that would first have to be removed or remediated before construction can begin. If there is such debris or soil, the Township agrees to remove it at its expense.

3.5. Site Control.

1. Developer shall enter into an Option Agreement ("Option") with the Township which will compel the Township to convey the Land to Developer for a nominal consideration of One ($1.00) Dollar for the sole purpose of constructing a HMFA compliant affordable housing. Said Option Agreement shall commence as of the date of this Agreement and shall extend for seven (7) years thereafter. Said Option Agreement will be in form sufficient to satisfy the requirement of site control for all financing applications, including, but not limited to, the New Jersey Housing and Mortgage Financing Agency. The Option Agreement may be assigned by Developer to a qualified urban renewal entity formed by Developer or other entity in which Developer has an interest.

2. At such time as the Township and Optionee agree as to the specific portion of Lot 3 to be developed by Optionee, this Development Agreement and the Option Agreement shall be amended to specifically identify the land subject to this Development Agreement and the Option Agreement.

3.6. Construction and Permanent Financing.

The Developer shall arrange for all construction and permanent financing for the Project upon such terms and conditions as the Developer shall determine in the Developer's sole and absolute discretion subject to the limitations set forth in the within agreement. If at any time Developer determines tax credit financing for the Project cannot be obtained on satisfactory terms, the Developer shall notify Township of its decision to terminate this Agreement and each party shall bear their own costs and expenses except any unspent predevelopment funds shall be returned to Township by Developer.

3.7. Financing Assistance.

The Developer shall utilize available strategies for structuring a financial package for the financing of the Project, including without limitation the use of low income housing tax credits. The Township shall reasonably assist the Developer in connection with the Developer obtaining a financial package for the Project provided that such assistance does not impose any direct financial responsibility on the Township and provided that the Township does not otherwise reasonably object to taking the action requested by Developer. Such assistance shall include, to the extent permitted by law, empowering Developer to assign the Option to an entity to be formed for the purpose of obtaining tax credit financing for the construction of the Project.

3.8. Permits.

The Developer shall obtain, from the appropriate Governmental Authority, all permits, approvals, licenses, certificates and other authorizations required with respect to the construction of the Project. If Developer fails to obtain all such requisite approvals or if a challenge is brought to any required approval previously granted, then the Developer shall have the right, at the Developer's sole election, to terminate this agreement on notice to the Township in accordance with Section 11.4.

3.9. Construction.

Developer will be responsible for preparing a construction budget, plans and specifications, retaining professionals and overseeing all phases of the construction of the Project. The Developer shall pay for and obtain all inspections required under the Uniform Construction Code and for the inspection of site improvements per municipal ordinance.

3.10. Insurance.

1. Prior to any entry pursuant to Section 3.2, Developer shall cause its agents contractors or subcontractors, as the case may be, to take out and maintain a comprehensive general liability insurance policy, insuring the Developer and the Township as joint and several additional insureds and loss payees, against claims for bodily injury, including death, and property damage, occurring on the Land, in amounts of Two Million ($2,000,000) Dollars for each claim with respect to bodily injury or death, Two Million ($2,000,000) Dollars with respect to any one occurrence and, One

Million ($1,000,000) Dollars with respect to claims for property damage relating to any one occurrence. Developer shall name the Township as an additional Insured on its General Liability and/or Builder's Risk Insurance policies.

2. Developer and Township shall cross-indemnify the other against any and all claims for liability for personal injury, environmental contamination, property damage, and any other claim, cause of action, or demand made as a result of acts or failure to act by the employees, agents, servants, subcontractors, independent contracts, or representatives of each party.

3.11. Worker's Compensation Insurance.

Prior to any entry pursuant to Section 3.2 and during the term of the construction of the Project, the Developer shall, or shall cause its contractors or subcontractors, as the case may be, to take out and maintain workers' compensation insurance and employers' liability insurance in accordance with the requirements of Laws.

3.12. Bonding.

If required, Developer or its contractor shall provide a performance bond or a letter of credit in a form deemed reasonable by the Township and/or The New Jersey Housing and Mortgage Finance Agency for and in an amount sufficient to cover all on-site improvements to be constructed by Developer pursuant to Site Plan approvals by the Planning Board of the Township of Hamilton.

3.13. Obligation to Construct Project in Accordance with HMFA Requirements.

The Developer shall design the Project in accordance with the current state requirements for affordable housing/special needs and count toward Township's fair share obligation. The Developer shall have the right to submit Construction Documents with specifications less stringent than HMFA requires if and only if (a) the Developer identifies, in writing, how it wishes to depart from the Specifications and (b) HMFA or its designee authorizes the change in writing.

3.14. Obligations of Developer during Construction Process.

Once approved by all governmental authorities, any reduction in the number of Units to be constructed shall only be permitted if (a) the Developer identifies in writing how it wishes to alter the

number of Units; and (b) the Township authorizes the change in writing. If the Township does not approve or reject the written request for a change within 10 days of receipt thereof, or within such extension of this 10 day period upon which the parties may mutually agree, the request shall be deemed granted.

3.15. Compliance with Law.

The Project shall be constructed in accordance with all Laws.

3.16. Obligation to Submit Periodic Reports.

Beginning within six (6) months of the effective date of this agreement and every ninety (90) days thereafter, the Developer shall provide to the Township reports in reasonable detail as to the actual progress of the development of the Project. Likewise, Township shall provide similar reports as to the progress of construction of Off-Site Improvements/Utilities and Infrastructure, if applicable.

3.17. Management.

Developer shall be solely responsible for the administration and management of the Project after completion of construction, including all initial lease-up, management and compliance with the requirements of the Uniform Housing Affordability Controls and municipal affordable housing regulations.

SECTION 4. DEVELOPER REPRESENTATIONS.

4.1. Delivery of Agreement.

Neither the execution, delivery nor performance of this agreement by the Developer shall:

1. Violate any provision of any judicial or administrative order, award, judgment or decree to which the Developer is or has been a party;

2. Result in a breach of any term, condition or provision of, or constitute a default under, any agreement or other instrument to which the Developer is a party or by which the Developer is bound; or

3. Conflict with or result in the breach of any Laws.

4.2. Judgments.

There are no judgments or liens against the Developer or Manager.

4.3. Suits.

There are no suits, disputes or violations of any kind pending against the Developer concerning the ability of the Developer to comply with the terms of this agreement.

4.4. Misleading Facts.

No representation or warranty made by the Developer in this agreement contains or shall contain any untrue statement of fact or omits or shall omit any fact required to make the representation and warranty not misleading.

4.5. Ability to Perform.

Developer represents that it has the ability to perform its responsibilities under the agreement including, but not limited to, the ability to obtain debt financing subject to obtaining Low Income Housing Tax Credits and equity financing and to construct the Project consistent herewith without imposing any fiscal burdens on the Township beyond those contemplated by this Agreement.

SECTION 5. TOWNSHIP OBLIGATIONS.

5.1. Title.

1. Township is the fee simple owner of the Land with access to the Sam Alito Way and will convey to Project Freedom good and marketable title to the Premises, free of all liens, encumbrances, rights of way or easements which would interfere with development of the Project and insurable by a reputable title insurance company licensed to do business in the State of New Jersey, at regular title insurance rates.

2. Township will assign all property documents including surveys, reports, appraisals, plans and approvals to Developer.

3. If the quality of the title to the Premises does not comply with this paragraph, the Developer will give the Township written notice of said noncompliance. Thereafter, the Township will have ninety (90) days in which to correct such defect such that title insurance at regular rates may be

issued. If the Township does not have a commitment for title insurance free and clear of all encumbrances as described above within said ninety (90) days, the Developer may either: (i), declare this Agreement null and void by providing written notice to the Township pursuant to Section 11.4 of this Agreement provided that said notice is delivered within thirty (30) days after the expiration of the ninety (90) day period; or (ii), waive this provision and proceed as set forth in this Agreement.

4. The Township acknowledges Project Freedom must have "absolute site control" pursuant to the Option Agreement in order to apply for low income housing tax credit financing.

5.2. Land Use Approvals.

The Land shall be re-zoned by the Township in such a manner which will permit up to 72 units of residential affordable housing as defined herein to be constructed on no less than 10 upland buildable acres not in a wetlands area with a Community Center with necessary parking, stormwater detention basins and building heights not to exceed forty-five (45) feet. The Township shall consent to allow Project Freedom to promptly apply for preliminary and final site plan approval from the Hamilton Township Planning Board and any re-approvals, if necessary. If any Final Site Plan Approval contains conditions or requirements which impose material substantial obligations on Project Freedom beyond what is contemplated in this Agreement, Project Freedom may elect to terminate this Agreement. Upon request, the Township shall reasonably assist and cooperate with Project Freedom in securing the permits, approvals, certificates, licenses or other authorization required to be obtained from any Governmental Authority for the Project, which cooperation and assistance shall consist of the following:

1. Upon request, the Township shall assist Project Freedom in the preparation of all development applications for the Project, and to the extent necessary, appear and give testimony at any hearings associated with any permits, approvals, certificates, licenses or other authorizations needed by Project Freedom with respect to the Project with the exception of any proceedings before the Hamilton Township Planning Board.

2. Upon request, the Township shall promptly provide to Project Freedom all off-site engineering necessary to obtain site plan approval from the Township of Hamilton Planning Board.

5.3. Non-Applicability Letter and Wetlands Delineation.

The Township has delivered to the Developer a Letter of Interpretation dated July 26, 2016 and good through March 14, 2021 delineating wetlands areas (LOI) and their classification.

5.4. Off-Site Improvement Utilities Availability.

1. At its sole expense, Township shall reserve sewer capacity to satisfy all sewer capacity and availability requirements of the Project. Township shall also, at its sole expense, assure sufficient water supply to the Project. Any available sewer and water capacity must be allocated to Developer to satisfy its requirements. All off-site sewer lines, access roads, off site roadway improvements, curbs, sidewalks lighting, and stormwater management facilities shall be constructed by Township at its expense to the Lot Line of the Land (the "Offsite Improvements/Utilities) at a public access point. The Township represents that water is provided by a private purveyor, but that there is a water line immediately adjacent to the site and sufficient water capacity. The Township also represents that gas, telephone, and cable are also provided by private purveyors and that it does not have the authority to construct gas, telephone, and cable lines, but will cooperate with the Developer and the companies providing such utilities so that at no cost to Developer they are brought to the site by the respective utility companies. At Township expense, Developer acknowledges and agrees that it shall solely be responsible for all utility installation costs of any kind or nature from the access point to the apartment units to be constructed on the Land to permit use and occupancy of same units except, if a sanitary sewer pump station is necessary, it will be considered an off-site improvement and shall be installed and maintained by Township. Township acknowledges all Off-Site Improvement/Utilities must be completed and operational prior to the time Project Freedom initiates construction of the Project and in sufficient time to allow Project Freedom to comply with all IRS tax credit regulations regarding when the Project is placed in service. Failure to construct the Off-Site Improvement/Utilities on a timely basis or of sufficient capacity shall be a material default. In such case, Township shall indemnify Developer as set forth in Section 8. The connection fees for water and sewer shall be shared on a 50%/50% basis between the Township and Project Freedom.

2. It is understood and agreed that construction of Off-Site Improvements/Utilities will be Township's responsibility because Project Freedom cannot obtain funding for these improvements.

3. Township shall, within ninety (90) days of the date of this Agreement, determine the feasibility and cost of providing Off-Site Improvements/Utilities and shall notify Developer of its agreement to proceed or not to proceed.

4. If the projected cost of the Township obligations outlined in Sections 5.4.1 and 5.4.2 above, as well as the Township obligations in Sections 3.4.2 and 3.4.3, exceed $100,000.00 in the aggregate, the Township may terminate this agreement. This cap is exclusive of the remedial amounts delineated in 3.3. If the Township terminates this agreement pursuant to this subsection and Project Freedom has not received the pre-development funding set forth in Section 5.8, the Township will reimburse Project Freedom for all costs incurred to date, including engineering, architectural, legal, and other costs.

5.5. No Encumbrances.

Township shall not mortgage, pledge or encumber the Land.

5.6. Taxes.

In accordance with the Long Term Tax Exemption Law, *N.J.S.A.* 40A:20-1, *et seq.*, Developer shall apply for and receive from the Township of Hamilton a Payment in Lieu of Taxes (PILOT) at the rate of 5% of the gross annual revenue collected from the project less that portion representing payment of sewer, water or other utilities by Developer or rent subsidies received. The entity formed by Developer shall comply with all requirements of the Long Term Tax Exemption Law, including the obligation to qualify as an urban renewal entity and maintain its status as an urban renewal entity or satisfy any requirements of any alternative legislation which would empower the Township to allow Developer or the entity formed by Developer to make a Payment in Lieu of Taxes. Township waives the 2% administrative fee.

5.7. Infrastructure.

1. Any fees or other impositions associated with obtaining an allocation of sewer capacity or water availability shall be borne by Township no matter to whom said fees or impositions are payable, with the exception that Developer shall pay connection charges.

2. To the degree permissible by law, the Township shall waive Township building permit fees for construction of the Project.

5.8. Pre-development Funding.

Upon approval by a court of competent jurisdiction of this Development Agreement and of the Township's Spending Plan or the release of the funds that are the subject of this Section, Township shall grant to Developer the sum of $350,000.00 for its predevelopment expenses, including but not limited to, architect's and engineering fees, environmental assessment, application fees, land use approvals and legal costs. Developer shall not be obligated to pay fees for professionals retained by an approving or review body agency. At the time Developer closes on its tax-credit financing or if the Township terminates or defaults or Developer terminates, only any unspent predevelopment funds shall be returned to the Township.

SECTION 6. TOWNSHIP REPRESENTATIONS.

6.1. Off-Site Improvements.

Extension of water and/or sewer lines, road widening and bringing other utilities (gas and electric) to a public access point shall be Township's responsibility.

6.2. Judgments.

There are no judgments or judicial liens against the Township with respect to the Land.

6.3. Suits.

There are no suits, disputes or violations pending against Township concerning the Land or Township's ability to donate/convey the Land pursuant to the Option Agreement, and Township has not received any notice of any suits, disputes or violations threatened against Township concerning the Land or Township's ability to convey the Land pursuant to the Option Agreement, or otherwise comply with the terms of this Agreement or the Option Agreement. Township will indemnify and hold Developer

harmless for all costs and expenses incurred if Developer is delayed or prevented from proceeding under this Agreement on account of any claim, suit, demand or cause of action asserted Court order arising out of any litigation instituted against Township.

6.4. Delivery of Agreement.

Neither the execution, delivery nor performance of this agreement by the Owner shall:

1. Violate any provision of any judicial or administrative order, award, judgment or decree to which the Township is or has been a party;

2. Result in a breach of any term, condition or provision of, or constitute a default under, any agreement or other instrument to which the Township is a party or by which the Township is bound; or

3. Result in the creation of or imposition of any security interest, mortgage, lien, charge or encumbrance upon the Land.

6.5. Liens.

There are no unrecorded mortgages, liens or encumbrances affecting the Land. Nor shall Township enter into any mortgage, lien or encumbrance with respect to the Land.

6.6. Violation of Laws.

The Land is not in violation of any Laws and Township shall deliver the Land to Developer free of any such violation.

6.7. Easements.

Access to the Land is from valid and existing public roadways and all utilities shall be supplied directly by public utilities through valid public easements of record.

6.8. Co-Operation.

Township shall cooperate and indemnify Developer in accordance with the terms and conditions set forth in Section 3-Developer Obligations, Section 5-Township Obligations, and Section 6-Township Representations.

SECTION 7. DEVELOPMENT SCHEDULE

7.1. Developer's Time Schedule.

Developer agrees that Developer shall use commercially reasonable efforts as follows:

1. Developer shall, a) secure pre-development funding from the Township; b) obtain a waiver of Township construction building permit fees and obtain PILOT tax exemption from Township; and c) seek agreement from the Township to apply for tax credit funding from HMFA when available.

2. Developer shall file applications for all other government agency approvals including Mercer County Soil Conservation, Mercer County Planning Board, and the New Jersey Department of Environmental Protection as soon as practicable.

3. Developer shall file applications for all financing necessary to develop the project including Federal Home Loan Bank and Tax Credits. Tax Credit applications shall not be filed in 2018, but shall be filed in each subsequent round if Tax Credits are not awarded to Developer in a previous round for supportive housing.

4. No later than the second tax credit cycle that occurs after January 1, 2019. Developer shall have received an allocation of tax credits and have in place all financing to complete the Project provided Developer is satisfied that sufficient sewer capacity and water supply will be available to the Project at such time as Developer has completed construction of the Project and the units will be ready for occupancy. In the event the Developer does not secure a 9% tax credit allocation, Township shall for good cause shown, extend the deadline for thirty (30) days after the award of the next round of tax credits. Developer shall have the opportunity to pursue any other financing at its option. Township shall cooperate in such application and extend additional time to the Developer as may reasonably be required.

5. Within eighteen (18) months of closing on all financing and receipt of all required Governmental Approvals including building permits, Developer shall complete construction of the Project.

7.2. Extensions.

In the event the Developer does not meet any of the deadlines set forth above, Township shall grant reasonable extensions of the deadlines for good cause shown.

SECTION 8. BREACHES

8.1. Material Breach by Developer.

The Developer shall commit a material breach: (1), if Developer fails to perform any material obligation under this Agreement (including the time schedule) or its breach of any material representation contained herein; (2), if Developer obtains sufficient financing to complete the Project and fails to proceed with the development and construction of the Project; (3), if Developer fails to continue to advance construction or provide men and materials for the development of the site for more than ninety (90) working days; (4), if Developer fails to construct some or all of the structures contemplated by the specifications; or (5), if Developer is in default under any financing agreement.

8.2. Tolling of Performance.

In the event Developer fails to take the actions specified above within the time frames specified above as a result of any Township authority's failure to act in a reasonably diligent fashion, the deadlines specified above shall be tolled and Developer shall be deemed to not be in default for the period of tolling. In those circumstances where there is a time established by statute for governmental action an action within such time period shall be defined as reasonably diligent.

8.3. Material Breach by Township.

Subject to the Terms and Conditions of this Agreement, Township shall commit a material breach: (a), if it fails to perform any obligation of Township under this Agreement; (b), if it fails to provide Off-Site Improvements/Utilities and Infrastructure to the Lot Line as required hereunder; (c), if it takes some action that precludes the Developer's ability to ensure that the Property is developed or placed in service as per IRS regulations; d) any representation by Township proves materially false; or e) if it fails to cooperate and assist the Developer in applying for tax credits or such other form of financing as Developer may seek, or failure to support applications to any Governmental Authority in support of the Project as reasonably requested by the Developer, provided such resolution does not increase any

financial or other responsibilities of Township's under this agreement or violate any law, rule or regulation.

8.4. Consequence of Material Breach.

If either party commits a material breach of this agreement the non-breaching party (hereinafter "innocent party") may elect to void this agreement upon thirty (30) days written notice to the other party and pursue all legal and/or equitable remedies. If voided, the innocent party shall be deemed to have voided the agreement with cause. An innocent party shall bear no responsibility to a breaching party if it voids this agreement with cause. A party who commits a material breach shall be responsible for all reasonable actual out-of-pocket expenses caused solely by its breach and any other damages sustained by the innocent party.

8.5. Consequence of Immaterial Breach.

If either party commits an immaterial breach of this agreement, the innocent party shall only have a right to seek to enforce this agreement.

SECTION 9. NO DEFAULT

9.1. No Default by Developer.

Notwithstanding anything to the contrary set forth in this agreement, the Developer shall not be deemed in default of this agreement if:

1. Township fails to perform any material obligation under this agreement and Township fails to cure the breach upon formal notice by Developer and a reasonable opportunity to cure and that said lack of performance causes Developer to fail to meet its responsibilities as to material requirements hereunder; or

2. The Developer fails to satisfy any of the foregoing conditions or is unable to perform any covenants required of the Developer under this agreement, because the Developer is prevented or delayed from doing so by reason of failure or denial of Governmental Approvals or governmental pre-emption in connection with a national emergency or in connection with any rule, order or regulation of any Governmental Authority or by reason of the conditions of supply and demand or any

other matter beyond the reasonable control by the Developer, including but not limited to weather conditions, fire, casualty or other Acts of God; or

3. Developer is unable to obtain sufficient funding or financing to support the construction and operation of the Project.

9.2. No Default by Township.

Notwithstanding anything to the contrary set forth in this agreement, the Township shall not be deemed to be in default of this agreement if:

1. Developer fails to perform any material obligations under this agreement and said lack of performance causes Township to fail to meet its responsibilities under this agreement.

2. Township fails to satisfy the conditions of this agreement because Township is prevented or delayed from doing so by Governmental Authorities.

SECTION 10. INDEMNIFICATION

10.1. Indemnification by Developer.

Except as otherwise set forth in this agreement, the Developer shall indemnify, defend and hold Township harmless from and against any and all claims, liabilities, losses, damages, penalties and costs, including without limitation, counsel, engineering or other professional or expert fees which Township may incur or may have incurred, to the extent resulting from:

1. A material misrepresentation or false warranty by the Developer; or

2. A material breach by the Developer of any term, condition or covenant of this agreement on the Developer's part to be performed, unless resulting from the negligence or improper conduct of Township or a breach by Township of any term, covenant, condition, representation or warranty set forth in this agreement or any agreement referred to in this agreement.

10.2. Indemnification by Township.

Except as otherwise provided by this agreement, Township shall indemnify, defend and hold the Developer, its officers, directors and shareholders harmless from and against any and all claims, liabilities, losses, damages, penalties and costs, including without limitation, counsel, engineering or other

professional or expert fees which the Developer, its officers, directors or shareholders may incur or may have incurred, to the extent resulting from:

1. A material misrepresentation or false warranty by Township;

2. A material breach by Township of any material term, condition or covenant of this agreement on the Township's part to be performed unless resulting from the negligence or improper conduct of the Developer or a breach by the Developer of any term, covenant, condition, representation or warranty set forth in the agreement or any agreement referred to in this Agreement.

SECTION 11. EFFECTIVE DATE OF DEVELOPMENT AGREEMENT

11.1 This Agreement shall only become effective upon approval of the Superior Court of New Jersey, Law Division having jurisdiction over a certain action entitled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15, or by the New Jersey Council on Affordable housing or any other entity having the authority to approve same. The Township represents that this Agreement will be before the Superior Court of New Jersey, Mercer County for approval as part of the final hearing on the Township Housing Element and Fair Share Plan on September 26, 2018.

SECTION 12. MISCELLANEOUS

12.1. Authority to Sign.

The individuals signing this agreement represent and warrant that they have the authority to sign this agreement and bind the party on behalf of whom they are signing.

12.2. Severability.

In the event any one or more of the terms, conditions or covenants set forth in this agreement is declared for any reason, by a court of competent jurisdiction, to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the other terms, conditions or covenants not declared to be void or unenforceable, but all of the remaining terms, conditions, and covenants not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

12.3 Breach.

A waiver of a breach of a provision of this agreement by one party shall not constitute a waiver of any other provision or the same provision at a different time.

12.4. Notices.

All notices and other communications hereunder shall be in writing (whether or not a writing is expressly required hereby), and shall be deemed to have been given (i) on the same day if hand delivered, sent by facsimile transmission ("fax"), or sent by an overnight express mail service or courier, to the respective parties at the below fax numbers or addresses (or at such other fax number as a party may hereafter designate for itself by notice to the other party as required hereby), or (ii) if mailed, then on the next business day following the date on which such communication is deposited in the United States mails, by first class certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby):

If to Township:
Township Clerk
Township of Hamilton
2090 Greenwood Avenue
Hamilton, NJ 08650
Phone: (609) 586-0311
Fax:(609) 890-3632

With a copy to:
Gerald J. Muller, Esquire
1 Palmer Square, Suite 540
Princeton, NJ 08542

Lindsay L. Burbage, Esquire
Hamilton Township
2090 Greenwood Avenue
Hamilton, NJ 08609

If to the Developer:
Timothy J. Doherty, Executive Director
_____, President
Project Freedom, Inc.
1 Freedom Blvd.
Lawrenceville, NJ 08648
Phone: 609-278-0075
Fax: 609-278-1250

With a copy to: John H. Dumont, Esquire
Dumont & Watson
600 Alexander Road, Suite 1-1
P.O. Box 3349
Princeton, NJ 08543-3349
Phone: 609-688-8400 x 230
Fax: 609-688-9353

12.5. Agreement Governed by Law of the State of New Jersey.

This agreement shall be governed by the laws of the State of New Jersey.

12.6. Entire Agreement.

This agreement replaces all prior oral and written understandings between the parties and shall constitute the entire agreement between the parties. No change, addition or modification to this agreement shall be effective unless signed in writing by both the Developer and Township.

12.7. Assignment.

This Agreement may be assigned by either party to an affiliated entity or an entity in which it maintains an interest. Otherwise, this Agreement may not be assigned by either party.

12.8. Arbitration.

Any dispute arising under, out of, in connection with or in relation to this Agreement, shall be determined and settled by arbitration in Mercer, New Jersey, pursuant to the rules then obtaining of the American Arbitration Association. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered thereon. The Arbitrator shall either be a retired New Jersey Superior Court or retired United States District Court judge, mutually selected by the parties.

1.9. Binding Effect.

This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

12.10. Counterparts.

This agreement may be signed in one or more counterparts, each of which shall be deemed an original.

12.11. Effective Date.

For the purposes set forth herein, the effective date of this agreement shall be the date on which a fully executed copy of this agreement is delivered to the Developer and Township.

The Background Preamble of this Agreement is incorporated and made a part of this Agreement as if same were more fully set forth herein.

Signed and sealed by the parties.

ATTEST:

Eileen A. Gore, Clerk

TOWNSHIP OF HAMILTON

By: Kelly Yaede, Mayor

ATTEST:

John H. Dumont

PROJECT FREEDOM, INC.

By: Timothy J. Doherty, President

EXHIBITS

Exhibit A	Land Description
Exhibit B	Project Freedom Renderings

EXHIBIT A

SIGN ON™

Send to Printer Print to PDF

PROPERTY DETAIL

State: **NEW JERSEY** County: **MERCER** Municipality: **HAMILTON TWP**
Block: **2163** Lot: **3**

Property Information

Street Address	WH-MER RD
Owner Name	TWP OF HAMILTON
Mailing Address	2090 GREENWOOD AVE, TRENTON, NJ 08609
Block 2163	Lot 3
Additional Lots	11811-

Assessment Data

Land Value	$ 15,495,000	Tax Year	12/31/2017
Improvement	$ 0	Taxes	$ 426,422 Estimated
Total Value	$ 15,495,000	Tax Dist.	F08

*Property Use

Public Property

**Not to be used to determine "residential use" for the purposes of P.L. 2004, c. 66, section 8.*

Transfer Data

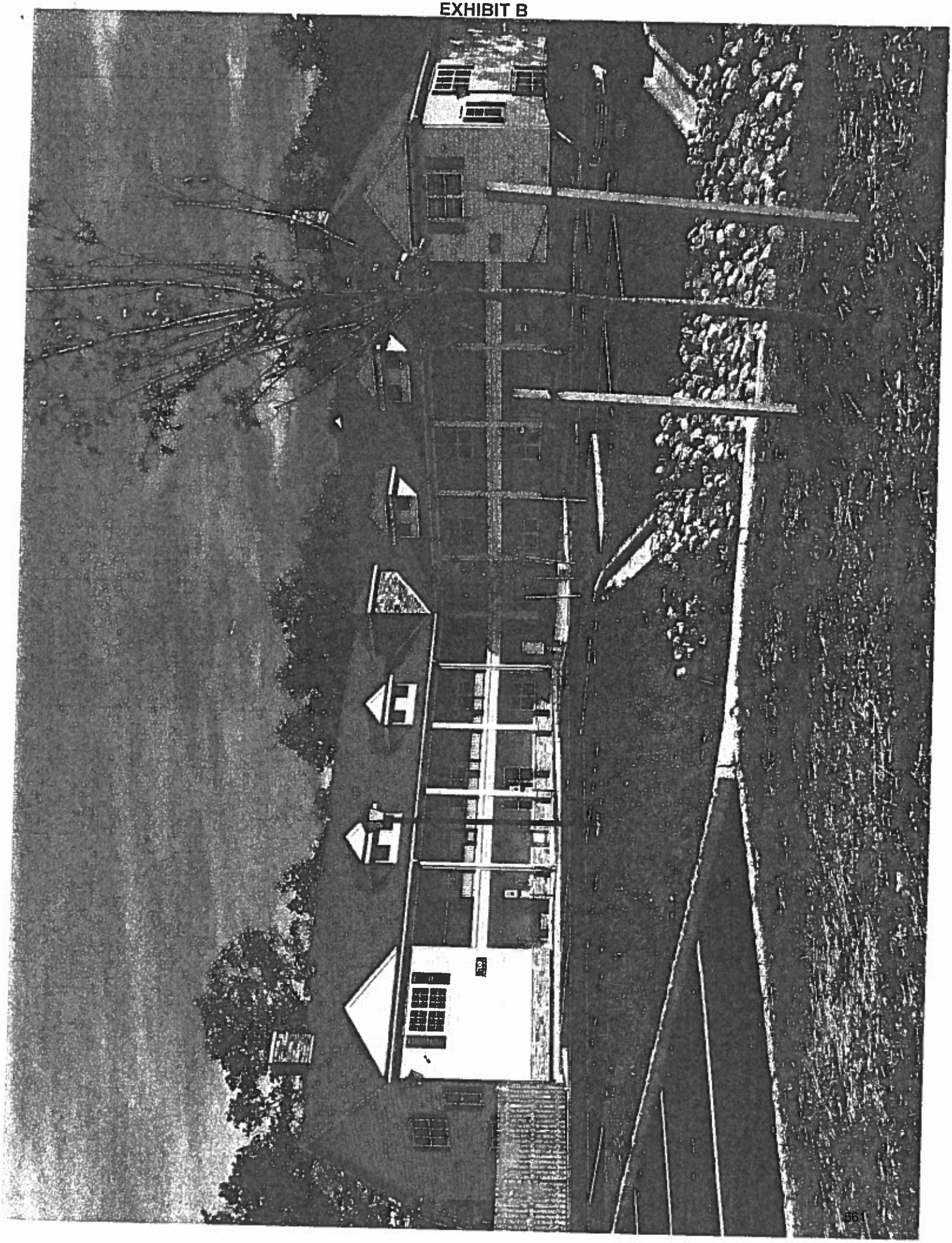
Sale Price	$ 1275000
Book / Page	02130 / 00189

Miscellaneous Data

Community Number	03
Map	135
Lot Size	121.4 AC

View Tax Map: 

EXHIBIT B



State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Land Use Regulation
Mail Code 501-02A, P. O. Box 420
Trenton, New Jersey 08625-0420
www.state.nj.us/dep/landuse

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

JUL 26 2016

John F. Ricci
Hamilton Twp. Dept. of Water Pollution Control
300 Hobson Avenue
Hamilton, NJ 08610

RE: Authorization for Freshwater Wetlands Letter of Interpretation - **Extension**
File No.: 1103-10-0004.1
Activity Number: FWW160001
Applicant: Hamilton Twp. Dept. of Water Pollution Control
Block(s) and Lot(s): [2163, 3]
Hamilton Township, Mercer County

Dear Mr. Ricci:

The Division issued an original Freshwater Wetlands Letter of Interpretation (LOI) for the referenced site on March 15, 2011. You have requested that this LOI be extended in accordance with the requirements at N.J.A.C. 7:7A-3.6.

After review of the most recently updated resource value information and a site inspection conducted by Division staff on July 21, 2016, the Division hereby extends the original LOI without modification to **March 14, 2021**, five years from expiration of the original LOI. Please be advised that wetland resource value of the wetlands on the property is subject to change if new information is received by the Division.

Appeal Process

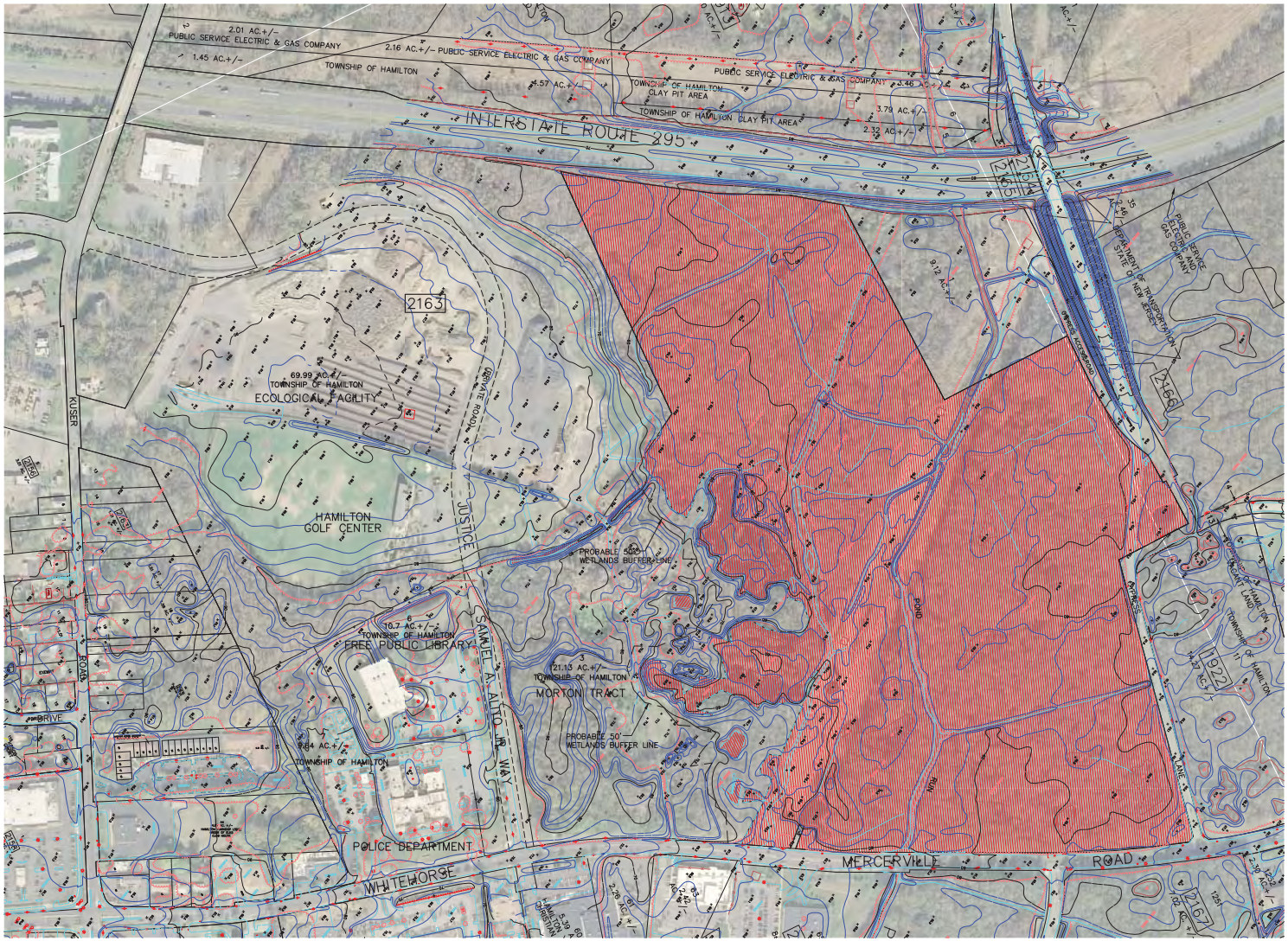
In accordance with N.J.A.C. 7:7A-1.7, any person who is aggrieved by this decision may request a hearing within 30 days after notice of the decision is published in the DEP Bulletin by writing to: New Jersey Department of Environmental Protection, Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, 401 East State Street, P.O. Box 402, Trenton, NJ 08625-0402. This request must include a completed copy of the Administrative Hearing Request Checklist which can be downloaded at www.state.nj.us/dep/landuse/forms. The DEP bulletin is available through the Department's website at www.state.nj.us/dep/bulletin.

Please contact Ariana Tsiattalos of our staff by e-mail at Ariana.Tsiattalos@dep.nj.gov or by phone at (609) 633-6563 should you have any questions regarding this letter. Be sure to indicate the Department's file number in all communication.

Sincerely,

Patrick Ryan, Environmental Specialist 3
Division of Land Use Regulation

c: Hamilton Township Municipal Clerk
Hamilton Township Municipal Construction Official
Agent (original) – Richard W. Watson



AREA SUMMARY:

Total Acreage for Lot 3, Block 2163:
121.13 AC.±

TOTAL WETLAND ACREAGE FROM REFERENCE PLAN:
93.74 AC.± (SHADED AREA)

TOTAL REMAINING UPLANDS:
27.39 AC.±

TOTAL USABLE AREA OUTSIDE OF PROBABLE WETLANDS 50FT. BUFFER LINE:
20.73 AC.±

GRAPHIC SCALE
200 0 100 200 400 800
(IN FEET)
1 inch = 200 ft.

NOTES:

1.) BASE MAP AND PROPERTY LINE INFORMATION SHOWN HEREON TAKEN FROM TAX MAP SHEETS 135, 183, 182, 180 & 179.

2.) TOPOGRAPHIC & PLANIMETRIC INFORMATION SHOWN HEREON TAKEN FROM HAMILTON TOWNSHIP SHEETS J5, J6, K6, K7 & L6.

3.) FRESHWATER WETLAND BOUNDARY TAKEN FROM DIGITAL FILE FOR A PLAN ENTITLED "PLAN SHOWING FRESHWATER WETLANDS OF BLOCK 2163, LOT 3 PREPARED FOR THE TOWNSHIP OF HAMILTON" PREPARED BY VAN-NOTE HARVEY ASSOCIATES, P.C., DATED DECEMBER 17, 2010, ORDER No. 40043-300-31, SHEETS 1 AND 2 OF 2.

TOWNSHIP OF HAMILTON
MERCER COUNTY NEW JERSEY
DEPARTMENT OF
COMMUNITY PLANNING AND COMPLIANCE
DIVISION OF ENGINEERING
RICHARD S. WILLIAMS PE, PP, DIRECTOR
RICHARD S. WILLIAMS PE, PP, TOWNSHIP ENGINEER

PROPOSED ENTERTAINMENT DISTRICT AREA PLAN SHOWING WETLAND AREAS AND BUFFER LINE

DES. BY		DATE		SCALE	AS SHOWN	DRAWING NO.
CHK. BY		DATE		FLD. WK. BY		
DWN. BY	VMG	DATE	2/25/15	BK.	PG.	
CHK. BY		DATE				

RICHARD S. WILLIAMS
N.J. PROFESSIONAL ENGINEER NO. GE32571

Project Freedom Information as per *N.J.A.C.* 5:93-5.5

1. Hamilton Township owns the site.

2. The administrative mechanism to construct the proposed housing is Project Freedom.

3. The administrative mechanism that will income qualify applicants and administer the units once they are occupied will either be Project Freedom or Piazza & Associates, Inc.

4. *Pro forma*: see the attached estimate.

5. Project Freedom will apply for Low Income Housing Tax Credits in 2019 or 2020. Adequate source of funding is addressed further in paragraph 8 of the December 19, 2018 Settlement Agreement.

6. A construction schedule has not yet been established. Project Freedom is in its due diligence phase in terms of review and evaluation of environmental conditions on the site.

41. Red Oak Apartments

PROJECT / PROGRAM INFORMATION FORM

(Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and ...tnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete ...formation for all projects and programs receiving RCA funding)

PART A – PROJECT HEADER

Municipality: Hamilton Township Township County: Mercer

Project or Program Name: Red Oak Manor (Project 28)

Project Status (circle current status and enter date of action for that status) Date of Action

Poposed/Zoned	
Preliminary Approval	
Final Approval	
Under Construction or Partial RCA payments transferred	
Completed (all affordable certificates of occupancy (C.O.) issued or all RCA funds transferred	Received LIHTC in 2000
Deleted from Plan (date approved by COAH)	

Project / Program Type (circle one)

Assisted Living Facility	Alternative Living Arrangement	Accessory Apartment	Buy – Down
Credits without Controls	ECHO	Municipally-Sponsored Rental Units[1]	
Inclusionary	Rehabilitation	100 Percent Affordable	

If an Inclusionary project, identify type (circle all that apply)

Units constructed on-site | Units constructed off-site | Combination | Contributory | Growth Share

If an Alternative Living Arrangement project, identify type (circle one)

Transitional Facility for the Homeless | Residential Health Care Facility | Congregate Living Facility

Group Home | Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

[1] See N.J.A.C. 5:94-4.11

PART B – PROJECT DETAIL (Complete all applicable sections)

OAH Round Rules Used: Round 1 Round 2 [Round 3]

Project Address: 2300 South Broad Street

Project Block/Lot/Qualifier (list all) Block 2378, Lot 7

Project Acreage: _____

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed [Private Developer]

Project Developer: Stave Altman Group

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B

Highland Preservation CAFRA Highlands Planning Area Category 1 Watershed Pinelands Meadowlands

Credit Type (circle one)

Prior Cycle (1980-1986) [Post-1986 Completed] Proposed/Zoned Rehabilitation

Credit Sub-Type

Addressing Unmet Need [Extension of Controls]

Construction Type (circle one) [New (includes reconstruction and conversions)] Rehabilitation

Flags (circle all that apply)

Conversion
Result of Growth Share Ordinance
RCA Receiving Project
Court Project
High Poverty Census Tract
Reconstruction
Density Increase Granted
Off-Site
Part of Redevelopment Plan
Mediated Project
Partnership Project

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 34 Number of market units completed 34

Condo Fee percentage (if applicable) _____

Affordability Average Percentage [2] _____

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project _____

[2] "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Municipal or RCA funds expended _____

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202 HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding Balanced Housing Balanced Housing – Home Express DCA – Low Income House Tax Credit NPP DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls 2000

Length of Affordability Controls (in years) 30 or Perpetual

Administrative Agent Altman Group

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted _____ Sales _____ Rentals 140 Total age-restricted _____ Sales _____ Rentals _____

(HTC from HMFA. Requested information from HMFA. See letter from HMFA stating that they are not legally permitted to provide information.

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

Low Income	Non-age restricted	Age-restricted
30% of median income [3]	_____	_____
35% of median income [4]	_____	_____
50% of median income	_____	_____
Moderate Income		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

[3] Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

[4] Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

Bedroom Distribution of Affordable Units

Sale units	Efficiency low	____	1 bedroom low	____	2 bedroom low	____	3 bedroom low ____
	Efficiency mod	____	1 bedroom mod	____	2 bedroom mod	____	3 bedroom mod ____
Rental units	Efficiency low	____	1 bedroom low	____	2 bedroom low	____	3 bedroom low ____
	Efficiency mod	____	1 bedroom mod	____	2 bedroom mod	____	3 bedroom mod ____

LIHTC from HMFA. Requested information from HMFA. See letter from HMFA stating that they are not legally permitted to provide information.

Completed Units

Number of affordable units completed in this project 140

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls ____

PART D - (completed by Sending Municipality)

For Regional Contribution Agreements (RCA)

Sending Municipality ____ County ____

RCA Receiving Municipality ____ County ____

COAH approval date ____

Number of units transferred ____ Cost per unit ____

Total transfer amount ____ Amount transferred to date ____

For Partnership Program

Sending Municipality ____ County ____

Partnership Receiving Municipality ____ County ____

Name of Project ____

Credits for Sending Municipality ____

Total transfer amount ____ Amount transferred to date ____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

HUD ID Number:	NJA2000011
Project Name:	HAMILTON GARDENS (RED OAK)
Project Address:	2300 S BROAD ST
Project City:	TRENTON
Project State:	NJ
Project ZIP Code:	086105520
Total Number of Units:	174
Total Low-Income Units:	140
Number of Efficiency Units:	0
Number of 1 Bedroom Units:	88
Number of 2 Bedroom Units:	86
Number of 3 Bedroom Units:	0
Number of 4 Bedroom Units:	0
Placed-In-Service Year:	2000
Credit Allocation Year:	2000
Construction Type:	Information Not Available
For-profit/non-profit Sponsor:	For-Profit Sponsor
DDA/QCT Increased Basis:	No
Tax-Exempt Bond Financing:	Yes
FmHA/RHS 515 Loan Financing:	No
Credit Type:	Information Not Available



"McGlinchy, Kathy" <KMcGlinchy@DCA.state.nj.us>
02/28/2007 02:53 PM

To <Megan@cgplan.com>
cc
bcc
Subject RE: Hamilton Township - contacts

History: This message has been forwarded.

Megan,

Thanks for the info. I will pass the documents for the three projects to out staff that is reviewing projects for creditworthiness and to the planner.

Kathy

From: Megan@cgplan.com [mailto:Megan@cgplan.com]
Sent: Wednesday, February 28, 2007 2:45 PM
To: McGlinchy, Kathy
Cc: aschectel@hamiltonnj.com; Randy@cgplan.com
Subject: Hamilton Township - contacts

Kathy-

Attached are the contacts for Hamilton Township (Mercer County) affordable projects. There are no changes from last year's submission.

Also, we unearthed a few existing affordable projects that have not received COAH credit yet . We have preliminary documentation for three projects (Red Oak Manor, Alvin Gershen Apartments and Pond Run). I am attaching the documents for your reference. We are having difficultly collecting additional information that would most likely be required by COAH. The Township has requested the information from the project managers but they have not responded mainly because the reporting burden is high, the information is not readily accessible, and they are not required to. (Hamilton does not want to establish formal administrative agent relationships with them until we get the green light from COAH.) Since all 3 projects received financing through HMFA, we requested more information from HMFA. However, HMFA stated in the attached 12/13 letter that while they have the information, they cannot provide it. HMFA suggests that we contact the project managers, which we already did without much success. (In the case of Pond Run, we unsuccessfully requested that HMFA tell us what HMFA program it was a financed through but did not get a response.)

Do you have any advice on resolving this catch 22? In addition, after all documentation is submitted to COAH, when will the Township receive confirmation that the units are creditworthy. This confirmation will greatly impact the Township's Round III planning. The Township is using this interim period to firm up its round III plans.

Thanks for your input,

Megan

Carl
Please send
to Randy Gottesman
& Allen S
12/2/07

HMFA
New Jersey Housing
and Mortgage
Finance Agency

Susan Bass Levin
Chairman

Marge Della Vecchia
Executive Director

December 13, 2006

RECEIVED
JAN 2 2007
E.P.&I. DIRECTOR

The Honorable Glen D. Gilmore
Mayor, Hamilton Township
2090 Greenwood Avenue
Post Office Box 0150
Hamilton, NJ 08650-0015

Re: Hamilton Township, Mercer County
COAH Monitoring Forms

Dear Mayor Gilmore:

This letter is in response to your correspondence of November 28, 2006.

In your letter, you have asked for HMFA to assist with filing COAH monitoring reports for three properties. As we understand it, two of the three projects have Tax Credits, and Hamilton Township believes these two projects are eligible for COAH credit. The third property is an HMFA refinanced project, which you also believe is COAH eligible. To receive COAH credit, municipal monitoring forms must be completed and sent to COAH.

With regard to the Tax Credit properties, unfortunately, HMFA is NOT legally permitted to release the information you have requested. Because it is part of a Tax Credit allocation, according to the IRS (and NJAC 5:80-33.36 (e), that information is confidential. To obtain that information, we recommend that you ask the property manager directly. The municipality or the Administrative Agent can then complete the monitoring forms and submit to COAH. While HMFA is unable to complete these forms, in an effort to assist you, enclosed please find a copy of the documents that are 'public records' that you have requested (i.e. the deed restrictions for the properties). The Administrative Agent is paid a service fee to complete this report.

The third property, Pond Run, is NOT a tax credit project. Your municipal Administrative Agent has been contracted (by your municipality) to perform this function and should contact the property manager for the project and obtain the necessary information. HMFA serves as an Administrative Agent that towns hire to complete this type of work – however; we are not Hamilton Township's Administrator. To assist you however, I have asked our HMFA Administrative Agent staff (HAS) to contact Community Grants and Planning (your municipal Administrative Agent) and discuss the matter.

If I can be of any further assistance, please feel free to contact me at (609) 278-7440 or have your staff or Administrative Agents call me directly.

Sincerely,

Marge Della Vecchia
Executive Director

LIHTC # 582

Prepared By: _____
Signature

Martin G. Bierbaum
Print Name

Received & Recorded Deed
Union County, NJ Inst. # 98256
8/23/2001 8:52
Joanne Rajoppi Consider. .00
County Clerk RT Fee .00
Operator RAPUANO

DEED OF EASEMENT AND RESTRICTIVE COVENANT FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of Aug 16, 2001 shall run with the land and is granted by HAMILTON AFFORDABLE HOUSING, L.L.C. and its successors and assigns (the "Owner") whose principal address is 115 New Street, Glenside, PA 19038 to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the IRS Form(s) 8609 for the building(s) described below, the Agency has issued Low Income Housing Tax Credits ("LIHTC") authorized under the Code in the annual amount of $ 210,269 to be claimed by the Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

(1) The 12 building(s), which consist of a total of 174 residential rental units of which 139 are LIHTC units, and which will constitute a qualified housing project as defined in Section 42 of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as Red Oak Manor* (the "Project") located at 2300 S. Broad Street, Hamilton, NJ, 08610, Municipal Tax Map Block No. 2378, Lot No. 7 in the County of Mercer, New Jersey, and title to which has been recorded in the County Clerk or Register's Office in Deed Book No. 3569 at Page No. 234-245, being more fully described as set forth in Attachment "A" hereto.

(2) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low income unit fraction or the low income floor space fraction), and as provided by the Owner in its low income housing tax credit application (the "Application") is 79.18 percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period.

Extended Use Agreement for volume cap credits

*formerly known as "Hamilton Garden Apartments"

DB5162-0101

(3) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period on which such buildings are placed in service as a qualified low income housing project, and shall end on the date which is fifteen (15) years after the close of the initial fifteen (15) year compliance period, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.

(4) The extended use period shall terminate, subject to the provisions regarding low income tenancy and gross rent restrictions, on the date the buildings are acquired by foreclosure (or an instrument given in lieu of foreclosure), or on the last day of the one year period beginning on the date after the fourteenth (14) year of the initial compliance period that the Owner submits a written request to the Agency to present a qualified contract (as defined at Section 42(h)(6)(F) of the Code) for the acquisition of the buildings, if, and only if, the Agency is unable to present within that year's time, a qualified contract from a purchaser who will continue to operate such buildings as a qualified low income project.

Should the period terminate in this fashion prior to its full term, for a three year period after such termination, no low income tenant may be evicted, for other than good cause, nor may the gross rents be increased beyond that permitted under the Code and regulations promulgated thereunder.

(5) The compliance period begins at the same time as the credit period. The Owner elects when to begin the credit period at the time the Owner's first tax return is filed with the Internal Revenue Service. Owner will begin the credit period on January 1, 2000.

(6) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, which was selected by the Owner in its Application requires that 40 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 60 percent or less of area median gross income (AMGI). The selection of this federal set-aside is irrevocable and is binding on the Owner and all successors in interest to the Project through the end of the extended use period

(7) N/A [ ] If this box is checked, the Project is a Special Needs Project as defined in the 19__ Qualified Allocation Plan, and as selected by the Owner in its Application and as such, the Owner must BOTH restrict 2_% of the LIHTC units in the Project for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. With written approval from the Agency, the Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs.

(8) Pursuant to section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the

building to which such Covenant applies is disposed of to such person.

(9) Pursuant to section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.

(10) This Covenant shall constitute an agreement between the Agency and the Owner which is enforceable in the courts of the State of New Jersey by the Agency or by an individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.

(11) Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.

(12) Owner agrees to obtain the consent of any recorded lien holder on the Project to this Covenant and such consent shall take the form of a Subordination Agreement between the lender and the Agency and shall be a condition precedent to the issuance of IRS Form(s) 8609.

(13) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code including section 42(h)(6)(E)(ii) prohibiting eviction (other than for good cause) of existing low-income tenants for three years after such termination and prohibiting any increase in the gross rents beyond that permitted under the Code and the regulations promulgated thereunder.

(14) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.

(15) In order to enable the Agency to monitor Owner's compliance with these use and occupancy restrictions pursuant to the Code, Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the Project during business hours and to inspect and copy all books and records pertaining to the Project.

(16) Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.

(17) Owner covenants and agrees that in the event it files for bankruptcy, liquidates, sells or

· Signatures: This Covenant is granted by the Owner whose duly authorized representative's signature appears below.

Sworn and subscribed to before
the undersigned Notary Public or
Attorney on the date appearing below:

WITNESS (IF INDIVIDUAL, LLC, OR PARTNERSHIP)

Elizabeth Purdy

OWNER: HAMILTON AFFORDABLE HOUSING, L.L.C.

By: _____

Authorized Representative

Steven Altman, President

(Print Name, Title, Organization)

For: Altman Hamilton Co., Inc.
(Managing Member

ATTEST (IF A CORPORATION)

OWNER: _____

_____

Secretary

By: _____

President (Corporation)

_____

(Print Name)

EXHIBIT "A"

DESCRIPTION OF PREMISES

All that tract or parcel of land and premises, situate, lying and being in the Township of Hamilton, County of Mercer and State of New Jersey, more particularly described as follows:

BEGINNING at a point being the intersection of the southwesterly line of South Clinton Avenue with the southeasterly line of Park Avenue, and running thence (1) South 56 degrees East along the southwesterly side of South Clinton Avenue 797.72 feet to a point in line of lands now or formerly of John Exton et al; thence (2) South 27 degrees 36' West along line of lands now or formerly of John Exton et al, 483.01 feet to a point in the northeasterly side of South Broad Street, State Highway Route #37; thence (3) North 56 degrees West along the northeasterly side of South Broad Street, State Highway Route #37, 576.52 feet to a point in line of lands now or formerly of The Broad Street National Bank of Trenton; thence (4) North 34 degrees East along line of lands now or formerly of The Broad Street National Bank of Trenton and the southeasterly terminus of Genesee Street 270.00 feet to a point in the northwesterly side of Genesee Street; thence (5) North 56 degrees West along the northeasterly side of Genesee Street 125 feet to a point in line of lands of Trustees of the Cathedral Foundation of the Diocese of New Jersey; thence (6) North 34 degrees East along line of lands of Trustees of the Cathedral Foundation of the Diocese of New Jersey 110.00 feet to a point in line of lands now or formerly of The Broad Street National Bank of Trenton; thence (7) North 56 degrees West along line of lands now or formerly of The Broad Street National Bank of Trenton, 150.00 feet to a point in the southeasterly side of Park Avenue; thence (8) North 34 degrees East along the southeasterly side of park Avenue 100.00 feet to the point and place of BEGINNING.

Being Commonly referred to as 2300 South Broad Street.

BEING the same premises which Justin Gasarch and Bette Gasarch, by Deed dated November 10, 1977 and recorded in the Office of Recorder of Deeds in for the County of Mercer, New Jersey in Deed Book 2059, Page 189 granted and conveyed unto the said Hamilton Garden Apartments, in fee.

ACKNOWLEDGMENT
(LLC or PARTNERSHIP FORM)

I CERTIFY, that on July 6, 2001 personally came before me Elizabeth Purdy And this person acknowledged under oath, to my satisfaction, that (a) this person is the attesting witness to the signing of this document by Steven Altman, who is President of Altman Hamilton Co., Inc., the Managing Member / ~~General Partner~~ of the LLC / Partnership named herein, and duly authorized to execute this document; (b) this document was signed and delivered by the Managing Member / General Partner as its voluntary act on behalf of the LLC / Partnership; and (c) this person signed this proof to attest to the truth of these facts.

Elizabeth Purdy
WITNESS

SWORN TO AND SUBSCRIBED
before me, this 6th day of July, 2001.

Susan L. Williams
Notary Public or Attorney

Notarial Seal
Susan L. Williams, Notary Public
Abington Twp., Montgomery County
My Commission Expires May 2, 2005
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

(CORPORATE FORM)

BE IT REMEMBERED, that on _____ 19___, before me, the subscriber, personally appeared _____ who, being by me duly sworn on the oath, deposes and makes proof to my satisfaction, that he/she is the Secretary of _____ the Corporation named in the within Instrument; that _____ is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; and said Instrument was signed and delivered by said President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

_____
Notary Public or Attorney

MARTIN BERSHTEIN
NJHMFA
637 S CLINTON AVENUE
TRENTON
NJ 08650-2085

Deed

Inst.# 98256
Paid
Recording Fee 32.00
RT Fee .00

END OF DOCUMENT

Unit Information - New Construction

Municipality Name: Hamilton Township **County:** Mercer

Muni Code: 1103

Project / Program: Red Oak Manor page 1 of 4 **Project Number (to be assigned by COAH)**

(unit information has been requested from HMFA -see June 07 monitoring report)

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							(select one)	(select one)	(select one)	(select one)	(√)	(√)	(select type)	(mm/dd/yyyy)	(number)	(mm/dd/yyyy)	($)	(%)	($)	(mm/dd/yyyy)	(√)	(years)	(mm/dd/yyyy)	(select reason)	(√)	(COAH USE)
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Verification by Municipal Housing Liaision that all households are income eligible, that units are affirmatively marketed, that appropriate affordability controls are in place and that rental and sales

Municipal Housing Liaison _____ date _____

Verification by Construction Code Official that the certificate of occupancy information is accurate and that barrier free regulations have been met.

Code Official _____ Date (mm/dd/yy) _____

updated 07/05/07

Unit Information - New Construction

Municipality Name: Hamilton Township **County:** Mercer

Muni Code: 1103

Project / Program: Red Oak Manor page 2 of 4 **Project Number (to be assigned by COAH)**

(unit information has been requested from HMFA - see June 07 monitoring report)

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Municipal Housing Liaison date

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Code Official Date (mm/dd/yy)

updated 07/05/07

Unit Information - New Construction

Municipality Name: Hamilton Township **County:** Mercer

Muni Code: 1103

Project / Program: Red Oak Manor page 3 of 4 **Project Number (to be assigned by COAH)**

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Code Official

Date (mm/dd/yy)

updated 07/06/07

Unit Information - New Construction

Municipality Name: Hamilton Township **County:** Mercer

Muni Code: 1103

Project / Program: Red Oak Manor page 4 of 4 **Project Number (to be assigned by COAH)**

(unit information has been requested from HMFA -see June 07 monitoring report)

1							2	3	4	5	6 Barrier Free		7	8	9	10	11	12	13	14	15	16	17	18	19	20
Address	Unit / Apt #	block	block suffix	lot	lot suffix	Qualifier	age-restricted/ family	income level	rental / for-sale	bedroom type	handicap adaptable	handicap accessible	Housing Type	Building Permit Completion Date	C.O. #	C.O. date	initial sale or rental price	% of affordability	municipal subsidy	effective date of affordability controls	Perpetual Lien	length of affordability controls	date affordability controls removed	reason for removal of controls	95/5 unit	creditworthy
							(select one)	(select one)	(select one)	(select one)	(√)	(√)	(select type)	(mm/dd/yyyy)	(number)	(mm/dd/yyyy)	($)	(%)	($)	(mm/dd/yyyy)	(√)	(years)	(mm/dd/yyyy)	(select reason)	(√)	(COAH USE)
2300 South Broad Street		2376		7			Family		Rental	1BR			Apartment							1/1/2000		30				
2300 South Broad Street		2376		7			Family		Rental	2BR			Apartment							1/1/2000		30				
2300 South Broad Street		2376		7			Family		Rental	2BR			Apartment							1/1/2000		30				
2300 South Broad Street		2376		7			Family		Rental	2BR			Apartment							1/1/2000		30				
2300 South Broad Street		2376		7			Family		Rental	2BR			Apartment							1/1/2000		30				
2300 South Broad Street		2376		7			Family		Rental	2BR			Apartment							1/1/2000		30				
2300 South Broad Street		2376		7			Family		Rental	2BR			Apartment							1/1/2000		30				
2300 South Broad Street		2376		7			Family		Rental	2BR			Apartment							1/1/2000		30				
2300 South Broad Street		2376		7			Family		Rental	2BR			Apartment							1/1/2000		30				
2300 South Broad Street		2376		7			Family		Rental	2BR			Apartment							1/1/2000		30				
2300 South Broad Street		2376		7			Family		Rental	2BR			Apartment							1/1/2000		30				
2300 South Broad Street		2376		7			Family		Rental	2BR			Apartment							1/1/2000		30				
2300 South Broad Street		2376		7			Family		Rental	2BR			Apartment							1/1/2000		30				
2300 South Broad Street		2376		7			Family		Rental	2BR			Apartment							1/1/2000		30				
2300 South Broad Street		2376		7			Family		Rental	2BR			Apartment							1/1/2000		30				
2300 South Broad Street		2376		7			Family		Rental	2BR			Apartment							1/1/2000		30				
2300 South Broad Street		2376		7			Family		Rental	2BR			Apartment							1/1/2000		30				
2300 South Broad Street		2376		7			Family		Rental	2BR			Apartment							1/1/2000		30				
2300 South Broad Street		2376		7			Family		Rental	2BR			Apartment							1/1/2000		30				
2300 South Broad Street		2376		7			Family		Rental	2BR			Apartment							1/1/2000		30				

Verification by Municipal Housing Liaison that all households are income eligible, that units are affirmatively marketed, that appropriate affordability controls are in place and that rental and sales

Municipal Housing Liaison _____ date _____

Verification by Construction Code Official that the certificate of occupancy information is accurate and that barrier free regulations have been met.

Code Official _____ Date (mm/dd/yy) _____

updated 07/05/07

42. Regional Contribution Agreements

See 2004 COAH Compliance Report for evidence of eligibility for credit.

43. SERV – 2 Bainbridge Court

INSTR # 2018017227
D BK 6324 PG 652 Pgs 652 - 656; (5 pgs)
RECORDED 04/25/2018 03:28:27 PM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

Mercer County Clerk
Paula Sollami Covello
PO Box 8068
240 West State Street
6th Floor
Trenton NJ 08650

This is not a Certified Copy

Official Use Only – Realty Transfer Fee

Date of Document: March 28, 2018	Type of Document: Deed
First Party Name: Township of Hamilton	Second Party Name: SERV
Additional Parties	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY
BUT SUGGESTED FOR ALL DOCUMENTS

~~Lot~~ Block 2483, Lot 20, Block 1717, Lot 17	~~Block~~ Block 1996 Lot 13
Municipality: Township of Hamilton	Consideration
Mailing Address of Grantee: 20 Scotch Road, Ewing, NJ 08628	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book	Original Page

DDm 5C cl# 49

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 28 day of March 2018, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("the Township"), and SERV, a not-for-profit corporation of the State of New Jersey, having offices at 20 Scotch Road, 3rd Floor, Ewing, New Jersey 08628, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Township regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction with respect to the land and improvements more specifically described in Article 2 hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Section 2483 Lot 20 Section __, Lot __ and Section __, Lot __ as shown of the Tax Map of the Township of Hamilton and is known by the street address: 117 Colonial Avenue, 2 Bainbridge Court and 6 Lohli Drive ("the Units").

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period") commencing upon the latter of the date hereof or the date on which the first eligible person occupies a Unit and shall expire as determined under the Uniform Housing Affordability Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each Unit shall remain subject to the requirements of this subchapter until the Township elects to release it from such requirements. Prior to such a municipal election the Unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Property shall be used solely for the purpose of providing Units for very low-, low-, and moderate-income individuals, and no commitment for residency in a Unit shall be given or implied, without exception, to any person who has not been certified for a Unit in writing by the Township's Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.

C. No improvement may be made to the Property that would affect the bedroom configuration of the unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.

D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing

Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ATTEST:

SHERRY L. DZURKO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 28, 2022

Hamilton Township

Eileen A. Gore, RMC, CMC

By: Kelly A. Yaede, Mayor

WITNESS:

SERV

By:

Sherry Dzurko

Title: CFO

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 28 day of March 2018, before me, the subscriber, personally appeared Caren Jesseman who I am satisfied is the person who executed the foregoing instrument as CFO of SERV, a not-for-profit corporation, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of SERV.

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

Notary Public
My Commission Expires:

SHERRY L. DZURKO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 28, 2022

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 29 day of March 2018, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

Brittani Radice Calderone
Notary Public
My Commission Expires

BRITTANI RADICE-CALDERONE
NOTARY PUBLIC OF NEW JERSEY
Comm. # 239[illegible]
My Commission Expires 3.5.2020

Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey

Municipality: HAMILTON County: MERCER

Sponsor: CIFA (SERV PROP) Developer: CENTER FOR INNOVATIVE FAMILY ACHIEVEMENT

Block: 1717 Lot: 17 Street Address 2 BAINBRIDGE COURT

Facility Name: BAINBRIDGE GROUP HOME

Type of Facility:

- [x] Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- [ ] Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- [ ] Transitional facility for the homeless
- [ ] Residential health care facility (licensed by NJ Dept. of Community Affairs)
- [ ] Congregate living arrangement
- [ ] Other – Please Specify: _____

Sources of funding committed to the project :

- [x] Capital funding from State – Amount $259,604 [5]
- [ ] Balanced Housing – Amount $_____
- [ ] HUD – Amount $_____
- [ ] Federal Home Loan Bank – Amount $_____
- [ ] Farmers Home Administration – Amount $_____
- [ ] Development fees – Amount $_____
- [ ] Bank financing – Amount $_____
- [ ] Other – Please specify: _____

[ ] Please provide a pro forma for proposed projects

Total # of clients 5

Total # of low-income clients 5

Total # of moderate-income clients____

Total # of market-income clients____

# of total bedrooms 5

# of low-income bedrooms 5

# of moderate-income bedrooms____

# of market-income bedrooms ____

Length of Controls: _____ years

Effective Date of Controls: __/__/__

Expiration Date of Controls: __/__/__

Average Length of Stay: _____ months (transitional facilities only)

[ ] CO Date: __/__/__

Indicate licensing agency:

[x] DDD [ ] DMHS [ ] DHSS [ ] DCA

Initial License Date: __/__/87

Current License Date: 4/30/16

The following verification is attached:

- [ ] Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- [ ] Copy of capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)
- [ ] Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? ✓ Yes ___ No

Age-restricted? ___ Yes ✗ No

Population Served (describe): Developmentally disabled

Accessible (in accordance with NJ Barrier Free Subcode)? ___ Yes ___ No

Affirmative Marketing Strategy (check all that apply):

- [x] DDD/DMHS/DHSS waiting list
- [ ] Other (please specify): _____

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Donna Longo 7/14/16
Project Administrator Date

Certified by: _____ _____
Municipal Housing Liaison Date

SERV BEHAVIORAL HEALTH SYSTEM, INC.
Proud Recipient of: 2006 NJAMHA Courage and Compassion Outstanding Provider Award
2007 NJPRA Wellness and Recovery Transformation Award
2010 Behavioral Healthcare Champion Award for President/CEO Gary Van Nostrand

SERV Achievement Centers
SERV Properties and Management
SERV Centers of New Jersey
SERV Foundation

SERV Behavioral Health System, Inc. – Corporate Office
20 Scotch Road, Ewing, NJ 08628
Phone: 609-406-0100 Fax: 609-406-0307

August 1, 2016

Elizabeth K. McManus, LEED AP, PP, AICP
Clarke Caton Hintz
100 Barrack Street
Trenton, NJ 08608

Re: SERV's Hamilton NJ Group Homes

SERV owns and operates two existing and one upcoming group home in Hamilton Township (Mercer) : 2 Bainbridge Court, 6 Lohli Drive, and 117 Colonial Avenue, respectively. The group homes have and will continue to provide housing for special needs clients. Their income consists of social security. As a result of this being their only source of income, these residents meet the threshold for very low income households.(30% or less than the area median income).

Dominic Longo
SERV Properties & Management

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 14 [illegible]

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO SERV BEHAVIORAL HEALTH SYSTEM, INC. TO SUBSIDIZE RENOVATIONS AT 2 BAINBRIDGE COURT AND 6 LOHLI DRIVE, AND TO PURCHASE 2117 SOUTH CLINTON AVENUE (4 BEDROOMS) AND 1915 ARENA DRIVE (6 BEDROOMS) SUBJECT TO COAH APPROVAL ($38,000.00 TOWARDS RENOVATIONS; $200,000.00 TOWARDS PURCHASES; $238,000.00 TOTAL GRANT AMOUNT)

Whereas Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 16, 2008; and

Whereas the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1 et seq.); and

Whereas SERV Behavioral Health System, Inc. ("SERV") is a private statewide, not-for-profit behavioral healthcare organization serving adults and children working to recover from a serious mental illness or cope with a developmental disability; and

Whereas SERV currently owns two properties located at 2 Bainbridge Court and 6 Lohli Drive in Hamilton Township which are in need of certain renovations; and

Whereas SERV is also interested in purchasing properties located at 2117 South Clinton Avenue (4 bedrooms) and 1915 Arena Drive (6 bedrooms) in Hamilton Township, for the purposes of group homes for people with special needs; and

Whereas SERV has requested a grant from Hamilton Township's Affordable Housing Trust Fund in order to subsidize the cost of the renovations to and the purchase of the aforementioned properties; and

Whereas Mayor Kelly A. Yaede and the Council of Hamilton wish to allocate $238,000.00 ($19,000.00 for 2 Bainbridge Court; $19,000.00 for 6 Lohli Drive; $80,000.00 for 2117 South Clinton Avenue (4 bedrooms); $120,000.00 for 1915 Arena Drive (6 bedrooms)) from the Township's Affordable Housing Trust Fund to SERV Behavioral Health System, Inc., for the purpose of subsidizing the renovations to 2 Bainbridge Court and 6 Lohli Drive, and the purchase of 2117 South Clinton Avenue (4 bedrooms) and 1915 Arena Drive (6 bedrooms); and

Whereas upon acceptance of these grant monies, the aforesaid properties will be subject to 30-year deed restrictions as affordable housing properties; and

Whereas this allocation is subject to COAH approval of the creditworthiness of the units located at 2 Bainbridge Court and 6 Lohli Drive and the expenditure of funds for renovations to said units; and

Whereas this allocation is also subject to COAH approval of the creditworthiness of the units located at 2117 South Clinton Avenue (4 bedrooms) and 1915 Arena Drive (6 bedrooms) and the expenditure of funds for the purchase of said units; and

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 14 47[illegible]

RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO SERV BEHAVIORAL HEALTH SYSTEM, INC. TO SUBSIDIZE RENOVATIONS AT 2 BAINBRIDGE COURT AND 6 LOHLI DRIVE, AND TO PURCHASE 2117 SOUTH CLINTON AVENUE (4 BEDROOMS) AND 1915 ARENA DRIVE (6 BEDROOMS) SUBJECT TO COAH APPROVAL ($38,000.00 TOWARDS RENOVATIONS; $200,000.00 TOWARDS PURCHASES; $238,000.00 TOTAL GRANT AMOUNT)

Whereas this allocation is also subject to execution of an Agreement between SERV Behavioral Health System, Inc. and Hamilton Township; and

Whereas it is in the best interest of the citizens of the Township to proceed with this commitment to SERV Behavioral Health System, Inc.;

Now, Therefore, Be It Resolved by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that subject to COAH's express approval, the proper municipal officials be and hereby are authorized to allocate $238,000.00 from the Township's Affordable Housing Trust Fund to SERV Behavioral Health System, Inc., in order to subsidize renovations to properties located at 2 Bainbridge Court and 6 Lohli Drive and to subsidize the purchase of properties located at 2117 South Clinton Avenue (4 bedrooms) and 1915 Arena Drive (6 bedrooms) in Hamilton Township.

14 47[illegible]

ADOPTED BY COUNCIL ON December 2, 2014
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
KEVIN J. MEARA	✓					
DENNIS A. PONE	✓					
EDWARD R. GORE	✓				✓	
ILEANA SCHIRMER	✓					✓
DAVID J. KENNY	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting RES. - Moved SEC. - Seconded

W:\SHARED\COUNCIL\Resolution\COAH\SERV.2Bainbridge.6Lohli.2117SoClinton.1915Arena.2014.wpd

RECEIVED
NOV 13 2014
TOWNSHIP OF HAMILTON
DEPARTMENT OF LAW

REQUEST FOR COUNCIL ACTION

DATE: November 7, 2014

18 11-24-14

SERVICE REQUESTED:

____ Ordinance

__X_ Resolution

____ Item for Discussion (explain)

FOR CONTRACTS & PSA'S (select one):

____ Request was made for Bids

____ Request was made for Proposals/Quotes

____ Request was made for Proposals/Quotes for Professional Services

AMP

INITIATING DEPT/DIV: CPC/Division of Planning

SUBJECT MATTER: SERV requests a grant from the Township's Affordable Housing Trust Fund to support renovations at 2 Bainbridge Ct and 6 Lohli Drive as well as the purchase of 2117 South Clinton Avenue and 1915 Arena Drive.

LIST SUPPORTING DATA:

E-mail dated 8-16-14 to SERV concerning 2 Bainbridge and 6 Lohli Drive.

Letter from SERV dated 9-16-14 concerning request for trust fund grant

Letter in support of Council Action from Robert C Poppert dated November 7, 2014

24

AMOUNT OF FUNDING: $ 238,000.00
(if applicable

BUDGET ACCOUNT NAME: Affordable Housing Trust
(i.e. Dept. of Adm., Professional Services)

BUDGET ACCOUNT NO(S): T-19-56-300-001-001
(i.e. 3-01-20-120-000-028)

11/7/14

APPROVED BY: _____ 11/10
John F. Ricci, Business Administrator DATE

APPROVED BY: _____ 11/12
Kelly A. Yaede, Mayor DATE

(To be completed by the Business Administrator)

PLEASE PREPARE THIS ITEM FOR THE 11/18 COUNCIL AGENDA.

Deadline for submission to the Office of the Business Administrator for review and approval is 3:00 pm on the Monday the week preceding the Council Meeting.

In support of Request for Council Action: 11-07-2014

SERV 2014 – Affordable Housing Trust Fund grant request
Project Summary

2 Bainbridge Court renovations - $19,000.00
6 Lohli Drive renovations - $19,000.00

Both addresses above currently do not have any affordable housing restrictions on them but were found to be listed on the Township's affordable housing inventory. By providing grant monies to SERV for renovations at both homes SERV will provide 30-year deed restrictions on each dwelling and Hamilton will gain credit for 4 bedrooms at each house.

2117 South Clinton Avenue (purchase of dwelling) – $80,000.00 ($20,000.00 per bedroom – 4 bedrooms within house)
1915 Arena Drive (purchase of dwelling) - $120,000.00 ($20,000.00 per bedroom – 6 bedrooms within house)

SERV is looking to purchase these two (2) homes for group homes for special needs people. SERV will provide 30-year deed restrictions on each dwelling and Hamilton will gain credit for 4 bedrooms at the South Clinton dwelling and 6 bedrooms at the Arena Drive dwelling.

Total Grant Request = $238,000.00

RCP
File

SERV BEHAVIORAL HEALTH SYSTEM, INC.
Proud Recipient of: 2006 NJAMHA Courage and Compassion Outstanding Provider Award
2007 NJPRA Wellness and Recovery Transformation Award
2010 Behavioral Healthcare Champion Award for President/CEO Gary Van Nostrand

SERV Achievement Centers
SERV Properties and Management
SERV Centers of New Jersey
SERV Foundation

SERV Behavioral Health System, Inc. – Corporate Office
20 Scotch Road, Ewing, NJ 08628
Phone: 609-406-0100 Fax: 609-406-0307

September 16, 2014

Robert C. Poppert, PP, AICP
Township Planner, Division of Planning, MHL
Department of Community Planning and Compliance
2090 Greenwood Avenue
Hamilton, NJ 08650

Dear Mr. Poppert,

Thank you, and the leadership of Hamilton Township, for considering assisting SERV Properties & Management, Inc. (SERV P&M) as we pursue the purchase of two properties to be used as group homes for special-needs individuals. We also appreciate your consideration of having the Hamilton Township Affordable Housing Trust Fund provide funds toward the purchase of these homes.

We have identified 2117 S. Clinton Ave. (4 bedrooms) as well as 1915 Arena Drive (6 bedrooms) as homes we feel will serve our consumers' needs (listing sheets attached.) To that end, SERV P&M formally requests $20,000 per bedroom for a total of $200,000. These funds will be used for acquisition, due diligence and closing costs. We will obtain conventional bank financing for the balance.

Both homes will need sprinkler systems, as this is a requirement of the N.J. Department of Human Services, Division of Developmental Disabilities. The approximate cost of the sprinklers per home is $15,000. The homes may need additional renovations after engineering inspections are completed.

Due to the uncertainty of the housing market, it would be helpful to us -- assuming the Township leaders agree to fund this project -- to receive at a minimum a Letter of Intent to Fund.

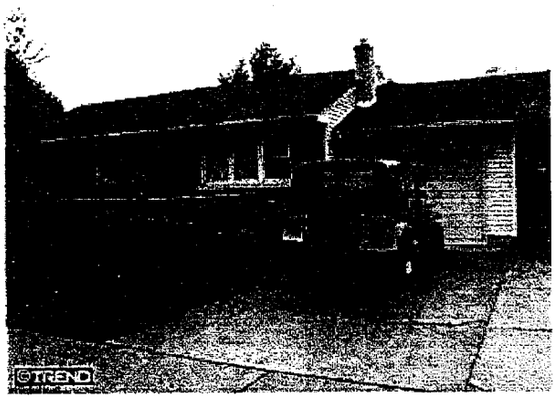
On a separate matter, neither 2 Bainbridge nor 6 Lohli are encumbered by any affordable restrictions. We would consider imposing new 30-year deed restrictions in exchange for a housing grant for renovations. The list of proposed renovations is attached.

Kindly let me now if you need any additional information for the Council's review.

We look forward to partnering with Hamilton Township.

Sincerely,

2117 S Clinton Ave, Hamilton, NJ 08610 — RES ACT — $249,900



Exterior Front

Map Layers

General

MLS #:	6413555	**Subdiv / Nei:**	Russell Terrace	**Ownership:**	FeeSimple	**Beds, Baths:**	4 2/1
DOM:	107	**School Dist:**	Hamilton Townsh	**Type:**	Single/Detac	**Age:**	57
MLS Area:	21103 Hamilton Twp			**Design:**	1-Story	**Aprox SqFt:**	
County:	Mercer	**- High:**		**Style:**	Ranch	**SqFt Source:**	
Tax ID #:	03-02252-00001	**- Middle:**				**Unit Floor #:**	AC: Y
		- Elem:					

Room Dimensions

LR/GR:	0 x 0 M	**Main BR:**	0 x 0 M
Dining:		**2nd BR:**	0 x 0 M
Kitchen:	0 x 0 M	**3rd BR:**	0 x 0 M
Family:		**4th BR:**	0 x 0 M
Inclusions:			
Exclusions:			

Other Information

Total Rooms:			
Bath Full:	0M	0U	0L
Bath Part:	0M	0U	0L
Model:			
Builder:			

Tax Information

RE Taxes / Yr:	$9058 / 2014
Assessment:	176200

Association Information

Condo / HOA:	N / N
Recur Fee / Freq:	

Lot Information

Aprox Acr:	0.29	**Land Use:**		**Zoning:**	2 fam
Aprox SqFt:	12,500	**AproxDim:**	125x100	**Watfrnt:**	N/

Features

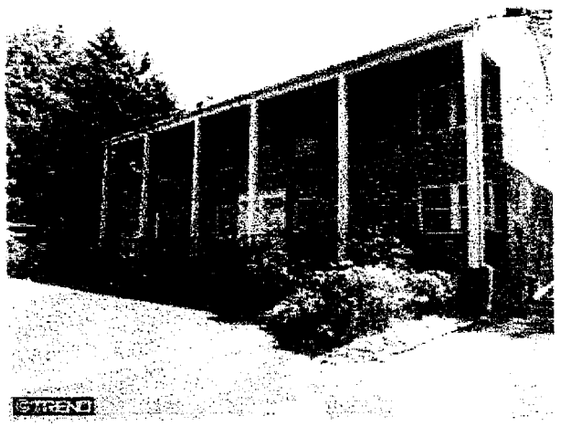
Utilities: GasHeat, GasHotWater, CentralAir, PublicWater, PublicSewer
Parking: 1-CarGarage, 3+CarParking **Exterior:** BrickExt, NoPool
Bsmt: FullBasement **Interior:** NoFireplace, NoModifs/Unk, NoLaundry **Kit:** EatInKitchen, GasCooking,

Remarks

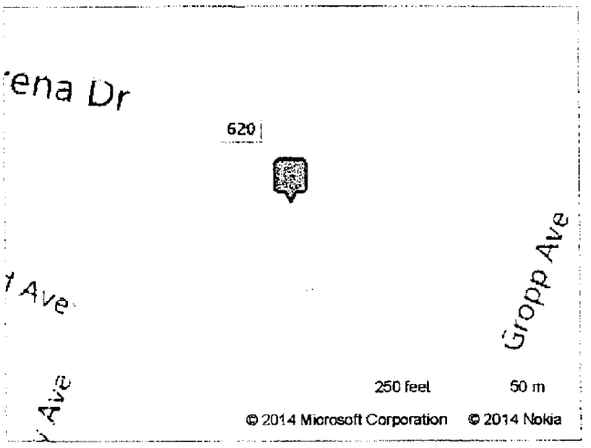
Public: Whether you are looking for an investment property or an in-law suite...look no further. This magnificent home in Hamilton has all the upgrades. Quality tile flooring, upgraded cabinetry, stonewashed back splash and new appliances to top it off. Family room and living room are of ample size with nice hardwood flooring. Updated baths with more quality work. Relax or entertain in the full finished basement with many upgrades including built-in 7.1 in wall surround sound system. Home is currently being used as a duplex but can easily be converted to a single family home. both units are a must see. Great value at a great price.
Directions:

© TREND - All information, regardless of source, should be verified by personal inspection by and/or with the appropriate professional(s). The information is not guaranteed. Measurements are solely for the purpose of marketing, may not be exact, and should not be relied upon for loan, valuation, or other purposes. Copyright 2014 Created: 09/02/14 12:04 PM.

1915 Arena Dr, Trenton, NJ 08610 RES ACT $349,900



Exterior Front



Map Layers ▲

General

MLS #: 6388258
DOM: 83
MLS Area: 21103 Hamilton Twp
County: Mercer
Tax ID #: 03-02530-00012

Subdiv / Nei: Colonial Manor
School Dist: Hamilton Townsh
- **High:** Hamilton W
- **Middle:** A E Grice
- **Elem:** McGalliard

Ownership: FeeSimple
Type: Single/Detac
Design: 2-Story
Style: Colonial

Beds, Baths: 6 2/2
Age: 44
Aprox SqFt: 3,024
SqFt Source: Assessor
Unit Floor #: **AC:** Y

Room Dimensions

LR/GR:	25 x 16 M	**Main BR:**	16 x 16 U	**Laundry:**	0 x 0 B
Dining:	15 x 13 M	**2nd BR:**	16 x 12 U	**Br #5:**	14 x 13 U
Kitchen:	13 x 11 M	**3rd BR:**	14 x 12 U	**Br #6:**	14 x 14 U
Family:	13 x 11 M	**4th BR:**	14 x 12 U	**In-Law:**	13 x 10 M
				In-Law:	14 x 12 M

Other Information

Total Rooms: 12
Bath Full: 1M 1U 0L
Bath Part: 1M 1U 0L
Model:
Builder:

Inclusions: Dishwasher, Cooktop, Wall Oven
Exclusions: None

Tax Information

RE Taxes / Yr: $9478 / 2014
Assessment: 207800

Association Information

Condo / HOA: N / N
Recur Fee / Freq:

Lot Information

Aprox Acr: 0.34
Aprox SqFt: 15,000
Land Use:
AproxDim: 100X150
Zoning: R10
Watfrnt: N/

Features

Utilities: GasHeat, HotAirHeat, GasHotWater, CentralAir, PublicWater, PublicSewer
Parking: NoGarage, 3+CarParking, DrivewayPrk, Private **Exterior:** Sidewalks, StreetLights, Alu/SteelExt, BrickExt, ConcreteFoun, LevelLot, OpenLot, FrontYard, RearYard, PitchedRoof, ShingleRoof, Patio, NoPool
Bsmt: FullBasement, UnfinishBsmt **Interior:** AccessPanel, TwoFirePl, BrickFirePl, LR/GRFireP, FinishedWood, Vinyl/LinFl, PartBathMnBe, Foyer/VestEn, InLawSuite, NoModifs/Unk, BsmtLaundry **Kit:** EatInKitchen, GasCooking, KitPantry, KitDoubleSin, KitCookTop, WallOven, BuiltInDishW
Poss: Negotiable **Finance:** ConventnalFi, VA, FHA203(k), FHA203(b) **Show:** ComboLockBox
Shore/Water: None/OtherSh

Remarks

Public: Custom built and owned by the original owners, this home boasts SIX bedrooms! Perfect for large or extended family, it has hardwood floors throughout, freshly painted walls, two brick fireplaces (one with Forrester wood stove insert) and central air conditioning. Brick front with a raised porch surrounded by wrought iron railings, it features a circular driveway plus additional driveway parking. This home has so much potential! Large rooms, and plenty of them, allow for flexible usage. Kitchen is eat-in sized with gas cooktop, wall oven and dishwasher. There is also a hood and fan that is vented outside. There is a powder room off the foyer. The Dining Room has a slider to the outside raised patio. Living Room has french doors to the dining room and to the foyer. If you have a desire to lower heating costs, the wood stove will keep costs down. Also on the first

level is a separate (separate entrance) additional living area. It features a kitchenette, full bath and two rooms. Both sides of the home are accessible from front or back entrances. The second level extends over the entire structure and was used as six spacious bedrooms (including MBR with 1/2 bath), multiple closets and good sized full bath with double vanity and sinks and tub/shower. The full, dry basement has HIGH ceilings and another brick fireplace with wood stove insert. There is also an outside entrance. HMS warranty being provided for Buyer peace of mind! Convenient location: 5.6 miles to Hamilton Train Station, 1 mile to 295/95 or 195. The Township has determined that this can officially be used as a multi-family dwelling. You can live in one side and rent the other.
Directions: Arena Drive between Whitehorse-Mercerville Road and Gropp.

SERV BEHAVIORAL HEALTH SYSTEM, INC.
Proud Recipient of: 2006 NJAMHA Courage and Compassion Outstanding Provider Award
2007 NJPRA Wellness and Recovery Transformation Award
2010 Behavioral Healthcare Champion Award for President/CEO Gary Van Nostrand

SERV Achievement Centers
SERV Properties and Management
SERV Centers of New Jersey
SERV Foundation

SERV Behavioral Health System, Inc. - Corporate Office
20 Scotch Road, Ewing, NJ 08628
Phone: 609-406-0100 Fax: 609-406-0307

Proposed Housing Renovations for 2 Bainbridge Court, Hamilton

New heater and air conditioning unit	$8000
Interior Painting	$6000
Remove carpet from 4 bedrooms & hallway Install commercial floor covering	$5000

Proposed Housing Renovations for 6 Lohli Drive, Hamilton

Remove 4 trees at the rear of the house that are very close to house, remove tree in front remove ivy, gravel, level yard and plant sod or grass seed (violation from Township)	$7500
Remove carpet on second floor (4) bedrooms and hallway- Prep floor and install commercial grade flooring	$5500
Interior painting	$6000.

Thank you for your consideration.

Sincerely,

Marilyn Ticktin
Director of Housing Development

Robert Poppert

From: Marilyn Ticktin <mticktin@servbhs.org>
Sent: Tuesday, September 16, 2014 10:14 AM
To: Robert Poppert
Subject: SERV-COAH
Attachments: poppert5.pdf; arena sclinton.pdf; lohli bainbridge - Copy.docx

Rob,

Please see attached.

Thank you.

Marilyn K. Ticktin
Director of Housing Development
SERV Behavioral Health System, Inc.
20 Scotch Road
Ewing, N.J. 08628
Phone: 609-662-3062
mticktin@servbhs.org
Fax: 609-406-0307
www.servbhs.org



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Robert Poppert

From: Robert Poppert
Sent: Saturday, August 16, 2014 10:01 AM
To: 'Marilyn Ticktin'
Subject: RE: SERV- COAH

Marilyn,
Thanks for coming in and sharing with us your plans for a new two (2) new homes in the Township. While we did not have a preference in which 2 of the 3 homes you should look into, it is a matter of your needs and programming. I would ask that you finalize your decision on which 2 homes you would like to pursue and then provide us with a letter an info we talked about at out last meeting.

Specifically, addresses for the homes in question, budgetary information and other sources of funding, and if possible a listing of anticipated renovations to each home.

On a separate but related matter – concerning 2 Bainbridge and 6 Lohli Drive, do happen to know if these 2 properties are currently encumbered by any affordable restrictions? If they are not we would like to explore imposing new 30 yr deed restrictions on them in exchange providing a housing grant for renovations that may be needed for each house. If restrictions are on the home that may be set to expire soon we would like to extend those restrictions in exchange for the same. Please let me know the status of both properties and if we can help each other.

If possible we could lump together as many SERV projects at one time for Council review and approval.

Thank you very much
Rob

Robert C. Poppert, PP, AICP
Township Planner, Division of Planning
Municipal Housing Liaison
Department of Community Planning and Compliance
2090 Greenwood Avenue
Hamilton, NJ 08650
609-890-3674 (phone)
609-890-3537 (fax)
rpoppert@hamiltonnj.com
www.hamiltonnj.com

From: Marilyn Ticktin [mailto:mticktin@servbhs.org]
Sent: Monday, August 04, 2014 1:52 PM
To: Robert Poppert
Subject: SERV- COAH

Mr. Poppert,

It was very nice to meet with you, Mr. Ricci and Mr. Williams on July 31, 2014.

As we discussed at the meeting, SERV Properties & Management is interested in doing two residential homes within the Township of Hamilton with COAH funding of $20,000.00 a bedroom provided by the Township of Hamilton's Trust Fund.

We understand that this request will go to the Council for approval and if approved, the funds would not be available until there is final approval of the Township of Hamilton's Spending Plan by the State of New Jersey.

Attached are listing sheets for the homes we could consider.

Thank you,

Marilyn Ticktin
609-662-3062

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AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES

THIS AGREEMENT made as of this 19 day of December, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and SERV, a non-for-profit corporation of the State of New Jersey, having offices at 20 Scotch Road, 3rd Floor, Ewing, New Jersey 08628 ("SERV").

WITNESSETH:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 *N.J.* 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A.* 52:27D-301 *et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, the Township has also prepared a Spending Plan that, with the Fair Share Plan, is be subject to court approval; and

WHEREAS, the Spending Plan includes an allocation of $138,000.00 to SERV for acquisition costs and renovation of properties at 117 Colonial Avenue, 2 Bainbridge Court, and 6 Lohli Drive, such allocation being at the request of SERV.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

I. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund, in the amount of $138,000.00, to SERV for the purpose of purchasing and renovating properties for use as affordable housing in the form of group homes. The allocation of the Monies shall be subject to the following allocation schedule:

   A. Payment #1: 117 Colonial Avenue - $100,000.00

   B. Payment #2: 2 Bainbridge Court and 6 Lohli Drive - $38,000.00

Payment #1 shall be made at the time of closing on 117 Colonial Avenue or, if the property has been acquired by SERV at the time of execution of this Agreement, upon satisfaction of the terms hereof. Payment #2 shall be made upon the commencement of renovation of the first of the two properties and receipt by the Township of an invoice submitted by SERV, provided that the requirements of Article VIII are satisfied.

II. SERV agrees to use the Monies to purchase or renovate the following properties:

A. Purchase of a four bedroom house at 117 Colonial Avenue or credit toward the previous purchase of such property ($100,000.000).

B. Renovation of two four bedroom houses at 2 Bainbridge Court and 6 Lohli Drive ($38,000.00).

III. SERV shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described herein above. The Properties shall not be age restricted and shall be available only to low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property shall be subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of deed restrictions prepared by the Township and recorded by the Office of the Mercer County Clerk. SERV agrees to execute such instruments.

IV. SERV shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. SERV in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.

V. SERV shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. SERV shall pay the Administrative Agent a charge of $200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a low- or moderate-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C.* 5:80-26.1 *et seq.* Such amount may be adjusted to reflect increases in the cost of living.

VI. The Monies provided by the Township shall be returned to it by SERV if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should SERV fail to obtain a certificate of occu pancy for that property, should the bedrooms therein fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.

VII. SERV shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

VIII. The disbursements of the Monies by the Township to SERV shall be made in full upon the following:

A. Approval of the Township's Spending Plan by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;

B. The Township is convinced of the credit-worthiness of each project; and

C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.c., trust fund monies have not been seized or forfeited by the State).

IX. Miscellaneous

A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as SERV and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

SIGNATURES APPEAR ON THE NEXT PAGE

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

Attest:

Eileen A. Gore, RMC, CMC

Date: 12/21/17

TOWNSHIP OF HAMILTON

Mayor Kelly A. Yaede

Attest:

Date: 12/19/17

SERV

(Print Name and Title)

44. SERV – 117 Colonial Avenue

INSTR # 2018017227
D BK 6324 PG 652 Pgs 652 - 656; (5 pgs)
RECORDED 04/25/2018 03:28:27 PM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

Mercer County Clerk
Paula Sollami Covello
PO Box 8068
240 West State Street
6th Floor
Trenton NJ 08650

Official Use Only – Realty Transfer Fee

Date of Document: March 28, 2018	Type of Document: Deed
First Party Name: Township of Hamilton	Second Party Name: SERV
Additional Parties:	

THE FOLLOWING SECTION IS **REQUIRED** FOR DEEDS ONLY
BUT SUGGESTED FOR ALL DOCUMENTS

~~Lot~~ Block 2483, Lot 20, Block 1717, Lot 17	~~Block~~ Block 1996 Lot 13
Municipality: Township of Hamilton	Consideration:
Mailing Address of Grantee: 20 Scotch Road, Ewing, NJ 08628	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book	Original Page

DDm 5C cly #9

This is not a Certified Copy

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 28 day of March 2018, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("the Township"), and SERV, a not-for-profit corporation of the State of New Jersey, having offices at 20 Scotch Road, 3rd Floor, Ewing, New Jersey 08628, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Township regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction with respect to the land and improvements more specifically described in Article 2 hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Section 2483 Lot 20 Section __, Lot __ and Section __, Lot __ as shown of the Tax Map of the Township of Hamilton and is known by the street address: 117 Colonial Avenue, 2 Bainbridge Court and 6 Lohli Drive ("the Units").

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period") commencing upon the latter of the date hereof or the date on which the first eligible person occupies a Unit and shall expire as determined under the Uniform Housing Affordability Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each Unit shall remain subject to the requirements of this subchapter until the Township elects to release it from such requirements. Prior to such a municipal election the Unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Property shall be used solely for the purpose of providing Units for very low-, low-, and moderate-income individuals, and no commitment for residency in a Unit shall be given or implied, without exception, to any person who has not been certified for a Unit in writing by the Township's Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.

C. No improvement may be made to the Property that would affect the bedroom configuration of the unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.

D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing

Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ATTEST:

SHERRY L. DZURKO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 28, 2022

Hamilton Township

Eileen A. Gore, RMC, CMC

By: Kelly A. Yaede, Mayor

WITNESS:

SERV

By:

Sherry Dzurko

Title: CFO

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 28 day of March 2018, before me, the subscriber, personally appeared Caren Jesseman who I am satisfied is the person who executed the foregoing instrument as CFO of SERV, a not-for-profit corporation, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of SERV.

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

Notary Public
My Commission Expires:

SHERRY L. DZURKO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 28, 2022

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 29 day of March 2018, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

Brittani Radice Calderone
Notary Public
My Commission Expires

BRITTANI RADICE-CALDERONE
NOTARY PUBLIC OF NEW JERSEY
Comm. # 239[illegible]
My Commission Expires 3.5.2020

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 16 059

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO SERV BEHAVIORAL HEALTH SYSTEM, INC. TO SUBSIDIZE THE PURCHASE OF 117 COLONIAL AVENUE (4 BEDROOMS) AND REVISING RESOLUTION NO. 14-474; ($100,000.00 TOTAL GRANT AMOUNT)

Whereas Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 16, 2008; and

Whereas Hamilton Township petitioned the Superior Court on July 7, 2015 for determination of Hamilton Township's request for Housing Element and Fair Share Plan, as well as Builders Remedy Immunity; and

Whereas the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1 et seq.); and

16 059

Whereas SERV Behavioral Health System, Inc. ("SERV") is a private statewide, not-for-profit behavioral healthcare organization serving adults and children working to recover from a serious mental illness or cope with a developmental disability; and

Whereas on December 2, 2014, Hamilton Township Council passed Resolution No. 14-474, which allocated $200,000.00 of the Township's Affordable Housing Trust Fund monies to SERV to help subsidize their purchase of two properties (2117 South Clinton Avenue, 4 bedrooms, $80,000.00 grant amount and 1915 Arena Drive, 6 bedrooms, $120,000.00 grant amount) for the purpose of group homes for people with special needs, however, due to the passage of time and Hamilton inability to distribute Affordable Housing Trust Fund monies, the properties were no longer available for purchase, necessitating a re-allocation of the trust fund monies; and

Whereas SERV is interested in purchasing a property located at 117 Colonial Avenue in Hamilton Township, which will be used as a 4 bedroom group home for adults with intellectual and/or developmental disabilities; and

Whereas SERV has requested a grant from Hamilton Township's Affordable Housing Trust Fund in order to subsidize the cost of the purchase of 117 Colonial Avenue; and

Whereas Mayor Kelly A. Yaede and the Council of Hamilton wish to allocate $100,000.00 from the Township's Affordable Housing Trust Fund to SERV Behavioral Health System, Inc., to help subsidize the purchase of 117 Colonial Avenue (4 bedrooms); and

Whereas upon acceptance of the grant monies, the aforesaid property will be subject to a 30-year deed restriction as an affordable housing property; and

Whereas this allocation is also subject to COAH's/Court's approval of the creditworthiness of the unit located at 117 Colonial Avenue (4 bedrooms) and the expenditure of funds for the purchase of said unit; and

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 16 059

RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO SERV BEHAVIORAL HEALTH SYSTEM, INC. TO SUBSIDIZE THE PURCHASE OF 117 COLONIAL AVENUE (4 BEDROOMS) AND REVISING RESOLUTION NO. 14-474; ($100,000.00 TOTAL GRANT AMOUNT)

Whereas this allocation is also subject to execution of an Agreement between SERV Behavioral Health System, Inc. and Hamilton Township; and

Whereas it is in the best interest of the citizens of the Township to proceed with this commitment to SERV Behavioral Health System, Inc.;

Now, Therefore, Be It Resolved by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that subject to COAH's/Court's express approval, the proper municipal officials be and hereby are authorized to allocate $100,000.00 from the Township's Affordable Housing Trust Fund to SERV Behavioral Health System, Inc., in order to subsidize the purchase of a property located at 117 Colonial Avenue (4 bedrooms) in Hamilton Township.

16 059

ADOPTED BY COUNCIL ON February 2, 2016
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
DAVID J. KENNY	✓					✓
DENNIS A. PONE	✓				✓	
RALPH V. MASTRANGELO	✓					
EDWARD R. GORE	✓					
ILEANA SCHIRMER	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting RES. - Moved SEC. - Seconded

W:\COUNCIL\Resolution\COAH\SERV.117ColonialAve.2016.wpd

RECEIVED TOWNSHIP OF HAMILTON
2015 JUL 16 P 2:51

REQUEST FOR COUNCIL ACTION

16

DATE: July 9, 2015

18
1-27-16

SERVICE REQUESTED:

____ Ordinance

__X_ Resolution

____ Item for Discussion (explain)

FOR CONTRACTS & PSA'S (select one):

____ Request was made for Bids

____ Request was made for Proposals/Quotes

____ Request was made for Proposals/Quotes for Professional Services

INITIATING DEPT/DIV: CPC/Division of Planning

SUBJECT MATTER: 1) SERV requests a grant from the Township's Affordable Housing Trust Fund to help subsidize the purchase of 117 Colonial Avenue ($100,000.00).
2) Revision to Resolution #2014-474

LIST SUPPORTING DATA:

Email (6 pages total) from SERV dated 6-25-15 concerning request for trust fund grant

Letter in support of Council Action from Robert C Poppert dated July 8, 2015

16 059

AMOUNT OF FUNDING: $ 100,000.00
(if applicable

BUDGET ACCOUNT NAME: Affordable Housing Trust
(i.e. Dept. of Adm., Professional Services)

BUDGET ACCOUNT NO(S): T-19-56-300-001-001
(i.e. 3-01-20-120-000-028)

APPROVED BY: _____ 7/9
John F. Ricci, Business Administrator DATE

APPROVED BY: _____ 7/10
Kelly A. Yaede, Mayor DATE

(To be completed by the Business Administrator)

PLEASE PREPARE THIS ITEM FOR THE 7/21 COUNCIL AGENDA.

Deadline for submission to the Office of the Business Administrator for review and approval is 3:00 pm on the Monday the week preceding the Council Meeting.

In support of Request for Council Action: 07-08-15

SERV 2015 – Affordable Housing Trust Fund grant request
Project Summary

117 Colonial Avenue (purchase of dwelling) – $100,000.00 ($25,000.00 per bedroom – 4 bedrooms within house)

SERV is looking to purchase this one (1) home for use of a group homes for adults with intellectual and/or developmental disabilities. SERV will provide 30-year deed restrictions on this new dwelling and Hamilton will gain credit for 4 bedrooms (i.e. 4 units) with the possibility of bonus credits.

Total Grant Request = $100,000.00

Revision of Resolution #2014-474

SERV had intentions to purchase homes at 1915 Arena Drive and 2117 South Clinton Avenue for the purpose of using the same for group homes. However, these two homes were no longer available and SERV did not purchase the same. Therefore, this resolution will need to be revised to eliminate the trust fund grant in the amount of $200,000.00 ($120,000.00 for 1915 Arena Drive and $80,000.00 for 2117 South Clinton Avenue).

The trust fund grant request for the renovations to 6 Lohli Drive and 2 Bainbridge shall remain intact.

16 059

RCP
File

Robert Poppert

From: Keith Hamilton <khamilton@servbhs.org>
Sent: Thursday, June 25, 2015 7:55 AM
To: Robert Poppert
Cc: Marilyn Ticktin; Dominic Longo
Subject: SERV's purchase of 117 Colonial Avenue
Attachments: listing sheet.pdf

Good morning Mr. Poppert,

As promised from our conversation yesterday. I am formally requesting a letter of support from Mayor Yaede with regard to SERV Behavioral Health System's purchase of 117 Colonial Avenue. As you know this letter should be addressed to the County Executive Brian M. Hughes. Also, please email a copy to Ed Pattik (epattik@mercercounty.org) and myself.

This property will become the permanent home to four adults with intellectual and/or developmental disabilities. We also intend to convert the office into a bedroom to be used for respite care on an as needed bases.

Our request of Hamilton Township is for $100,000. Which will match the $246,800 from the Mercer County HOME Investment Partnership Program. The proposed use of the funds are as follows:

1. 240,000 – acquisition (contracted price)
2. 65,000 – rehabilitation
    a. New windows on the first floor
    b. Renovate first floor bathroom (to make it handicapped accessible)
    c. Widen doors on the first floor (to make it handicapped accessible)
    d. Addition of ramp(s)
    e. Renovate kitchen (cabinets & energy saving appliances)
    f. Add an air conditioning unit for the first floor
    g. Add stationary Hoyer lift in each of the first floor bedrooms (2)
3. 20,000 – sprinkler system
4. 21,800 – soft costs
    a. Appraisal
    b. Phase I
    c. Home inspection
    d. Insurance
    e. Legal
    f. Title and recording
    g. Survey

I have attached the listing sheet for your review.

I look forward to working with you and the Township's leaders on this project.

Best,
Keith

Keith V. Hamilton
VP, Community Relations
20 Scotch Road, 3rd Floor

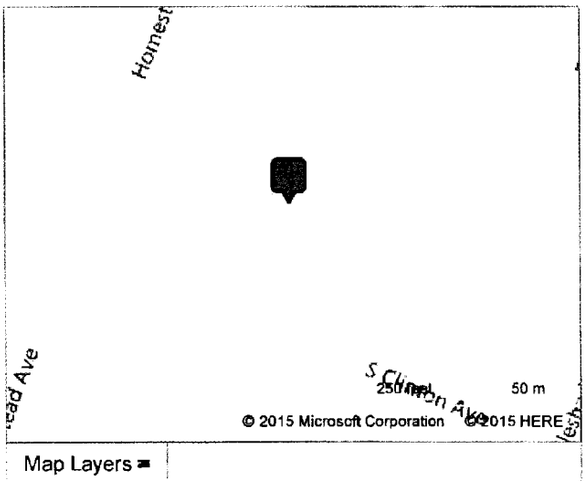
BHHS Fox & Roach-Hamilton
Client Multi-Photo Report courtesy of: **Steve Psyllos**
1 to 1 of 8 Listings

Office: (609) 890-3300
Mobile Phone: (609) 510-2624
E-mail: spsyllos@msn.com

117 Colonial Ave, Hamilton, NJ 08610 — RES ACT — $244,900



Exterior



General

MLS #:	6516264	**Subdiv / Nei:**	Colonial Manor	**Ownership:**	FeeSimple	**Beds, Baths:**	4 2/0
DOM:	86	**School Dist:**	Hamilton Townsh	**Type:**	Single/Detac	**Age:**	68
MLS Area:	21103 Hamilton Twp			**Design:**	1-Story	**Aprox SqFt:**	1,630
County:	Mercer	**- High:**		**Style:**	Cape	**SqFt Source:**	Assessor
Tax ID #:	03-02483-00020	**- Middle:**				**Unit Floor #:**	**AC:** Y
		- Elem:					

Room Dimensions

						Other Information			
LR/GR:	14 x 26 M	**Main BR:**	14 x 14 M	**Office:**	10 x 11 M	**Total Rooms:**			
Dining:		**2nd BR:**	11 x 14 M	**Screened:**	12 x 16 M	**Bath Full:**	1M	1U	0L
Kitchen:	13 x 14 M	**3rd BR:**	15 x 21 U			**Bath Part:**	0M	0U	0L
Family:	13 x 19 M	**4th BR:**	17 x 21 U			**Model:**			
Inclusions:						**Builder:**			
Exclusions:									

Tax Information		**Association Information**		**Lot Information**			
RE Taxes / Yr:	$7704 / 2014	**Condo / HOA:**	N / N	**Aprox Acr:**	0.46	**Land Use:**	**Zoning:** res
Assessment:	168900	**Recur Fee / Freq:**		**Aprox SqFt:**	20,000	**AproxDim:** 100X200	**Watfrnt:** N/

Features

Utilities: GasHeat, HotAirHeat, Radiators, GasHotWater, CentralAir, PublicWater, PublicSewer
Parking: 1-CarGarage, 3+CarParking **Exterior:** VinylExt, PitchedRoof, NoPool
Bsmt: FullBasement, UnfinishBsmt, OutSide/WlkO **Interior:** TwoFirePl, BrickFirePl, FinishedWood, TileFl, NoModifs/Unk, BsmtLaundry **Kit:** EatInKitchen, GasCooking,

Remarks

Public: What an exceptional 4 bedroom 2 bath home in impeccable condition. Built back when homes were built to last. This home is massive and offers hardwood floors throughout. A brick wood burning fireplace is one of many charming features this home has to offer. A custom built kitchen with attached enclosed screened porch will not disappoint. The first floor also boasts an office for your convenience and an attached oversized one-car garage. The full basement also features a fireplace. A huge fenced in back yard with mature trees provides a beautiful setting to enjoy all year round. All this located on a street right out of a Norman Rockwell painting.
Directions: Arena Drive to Colonial Avenue

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Client Multi-Photo Report courtesy of: **Steve Psyllos**
1 to 1 of 8 Listings

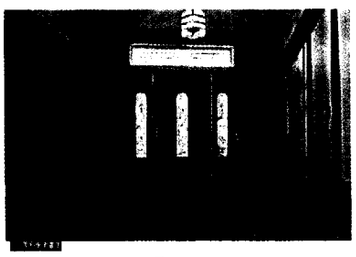
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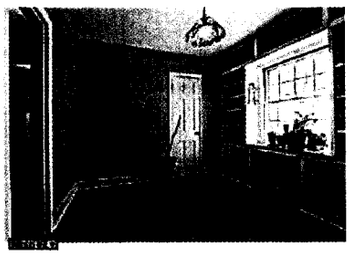
Photos for 117 Colonial Ave, Hamilton, NJ **MLS # 6516264**

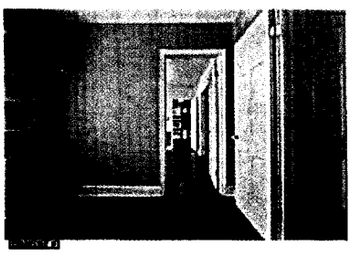

Exterior


Exterior


Foyer

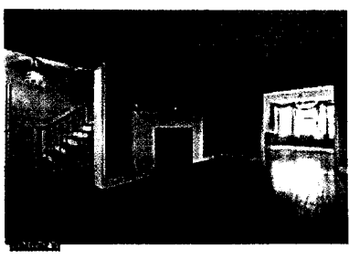

Foyer










Living Room




Kitchen



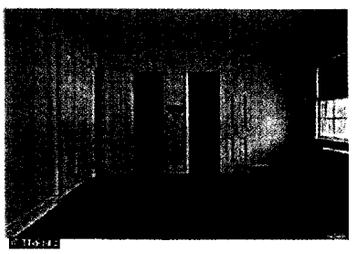
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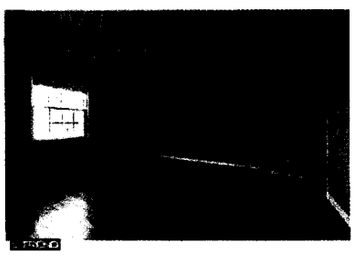
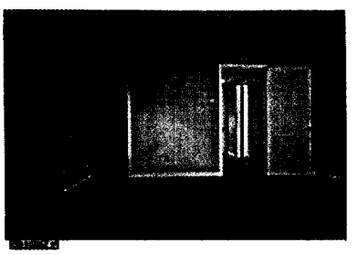
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Mobile Phone: (609) 510-2624
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Photos for 117 Colonial Ave, Hamilton, NJ **MLS # 6516264**








Bedroom

Bedroom - Main

Exterior


Exterior

Exterior

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Photos for 117 Colonial Ave, Hamilton, NJ **MLS # 6516264**



Exterior

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SERV BEHAVIORAL HEALTH SYSTEM, INC.
Proud Recipient of: 2006 NJAMHA Courage and Compassion Outstanding Provider Award
2007 NJPRA Wellness and Recovery Transformation Award
2010 Behavioral Healthcare Champion Award for President/CEO Gary Van Nostrand

SERV Achievement Centers
SERV Properties and Management
SERV Centers of New Jersey
SERV Foundation

SERV Behavioral Health System, Inc. – Corporate Office
20 Scotch Road, Ewing, NJ 08628
Phone: 609-406-0100 Fax: 609-406-0307

August 1, 2016

Elizabeth K. McManus, LEED AP, PP, AICP
Clarke Caton Hintz
100 Barrack Street
Trenton, NJ 08608

Re: SERV's Hamilton NJ Group Homes

SERV owns and operates two existing and one upcoming group home in Hamilton Township (Mercer) : 2 Bainbridge Court, 6 Lohli Drive, and 117 Colonial Avenue, respectively. The group homes have and will continue to provide housing for special needs clients. Their income consists of social security. As a result of this being their only source of income, these residents meet the threshold for very low income households.(30% or less than the area median income).

Dominic Longo
SERV Properties & Management

AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES

THIS AGREEMENT made as of this 19 day of December, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and SERV, a non-for-profit corporation of the State of New Jersey, having offices at 20 Scotch Road, 3rd Floor, Ewing, New Jersey 08628 ("SERV").

WITNESSETH:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 *N.J.* 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A.* 52:27D-301 *et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, the Township has also prepared a Spending Plan that, with the Fair Share Plan, is be subject to court approval; and

WHEREAS, the Spending Plan includes an allocation of $138,000.00 to SERV for acquisition costs and renovation of properties at 117 Colonial Avenue, 2 Bainbridge Court, and 6 Lohli Drive, such allocation being at the request of SERV.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

I. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund, in the amount of $138,000.00, to SERV for the purpose of purchasing and renovating properties for use as affordable housing in the form of group homes. The allocation of the Monies shall be subject to the following allocation schedule:

   A. Payment #1: 117 Colonial Avenue - $100,000.00

   B. Payment #2: 2 Bainbridge Court and 6 Lohli Drive - $38,000.00

Payment #1 shall be made at the time of closing on 117 Colonial Avenue or, if the property has been acquired by SERV at the time of execution of this Agreement, upon satisfaction of the terms hereof. Payment #2 shall be made upon the commencement of renovation of the first of the two properties and receipt by the Township of an invoice submitted by SERV, provided that the requirements of Article VIII are satisfied.

II. SERV agrees to use the Monies to purchase or renovate the following properties:

A. Purchase of a four bedroom house at 117 Colonial Avenue or credit toward the previous purchase of such property ($100,000.000).

B. Renovation of two four bedroom houses at 2 Bainbridge Court and 6 Lohli Drive ($38,000.00).

III. SERV shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described herein above. The Properties shall not be age restricted and shall be available only to low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property shall be subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of deed restrictions prepared by the Township and recorded by the Office of the Mercer County Clerk. SERV agrees to execute such instruments.

IV. SERV shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. SERV in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.

V. SERV shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. SERV shall pay the Administrative Agent a charge of $200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a low- or moderate-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C.* 5:80-26.1 *et seq.* Such amount may be adjusted to reflect increases in the cost of living.

VI. The Monies provided by the Township shall be returned to it by SERV if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should SERV fail to obtain a certificate of occu pancy for that property, should the bedrooms therein fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.

VII. SERV shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

VIII. The disbursements of the Monies by the Township to SERV shall be made in full upon the following:

A. Approval of the Township's Spending Plan by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;

B. The Township is convinced of the credit-worthiness of each project; and

C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.c., trust fund monies have not been seized or forfeited by the State).

IX. Miscellaneous

A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as SERV and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

SIGNATURES APPEAR ON THE NEXT PAGE

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

Attest:

Eileen A. Gore, RMC, CMC

Date: 12/21/17

TOWNSHIP OF HAMILTON

Mayor Kelly A. Yaede

Attest:

Date: 12/19/17

SERV

(Print Name and Title)

45. SERV – 6 Lohli Drive

INSTR # 2018017227
D BK 6324 PG 652 Pgs 652 - 656; (5 pgs)
RECORDED 04/25/2018 03:28:27 PM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

Mercer County Clerk
Paula Sollami Covello
PO Box 8068
240 West State Street
6th Floor
Trenton NJ 08650

This is not a Certified Copy

Official Use Only – Realty Transfer Fee

Date of Document: March 28, 2018	Type of Document: Deed
First Party Name: Township of Hamilton	Second Party Name: SERV
Additional Parties	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY
BUT SUGGESTED FOR ALL DOCUMENTS

~~Lot~~ Block 2483, Lot 20, Block 1717, Lot 17	~~Block~~ Block 1996 Lot 13
Municipality: Township of Hamilton	Consideration
Mailing Address of Grantee: 20 Scotch Road, Ewing, NJ 08628	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book	Original Page

DDm 5C cly #9

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 28 day of March 2018, by and between the Township of Hamilton, with offices at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("the Township"), and SERV, a not-for-profit corporation of the State of New Jersey, having offices at 20 Scotch Road, 3rd Floor, Ewing, New Jersey 08628, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Township regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction with respect to the land and improvements more specifically described in Article 2 hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in Hamilton Township, County of Mercer, State of New Jersey and described more specifically as Section 2483 Lot 20 Section __, Lot __ and Section __, Lot __ as shown of the Tax Map of the Township of Hamilton and is known by the street address: 117 Colonial Avenue, 2 Bainbridge Court and 6 Lohli Drive ("the Units").

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period") commencing upon the latter of the date hereof or the date on which the first eligible person occupies a Unit and shall expire as determined under the Uniform Housing Affordability Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each Unit shall remain subject to the requirements of this subchapter until the Township elects to release it from such requirements. Prior to such a municipal election the Unit must remain subject to the requirements of this subchapter for a period of at least 30 years.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Property shall be used solely for the purpose of providing Units for very low-, low-, and moderate-income individuals, and no commitment for residency in a Unit shall be given or implied, without exception, to any person who has not been certified for a Unit in writing by the Township's Administrative Agent. So long as the Unit remains within its Control Period, sale of the Property must be expressly subject to this Deed Restriction, deeds of conveyance must have the Deed Restriction appended thereto, and no sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent. Notwithstanding the foregoing, nothing in this Deed Restriction shall require a mortgagee to obtain from the Administrative Agent prior consent or approval with respect to a transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure and any transfer of the Property in connection with a foreclosure or deed in lieu of foreclosure, shall be lawful; provided, however, the Property shall remain subject to this Deed Restriction subsequent to any such foreclosure or deed in lieu of foreclosure.

C. No improvement may be made to the Property that would affect the bedroom configuration of the unit, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.

D. The Owner shall notify the Administrative Agent and the Township of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. The Owner shall notify the Administrative Agent and the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing

Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Township shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Township and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ATTEST:

SHERRY L. DZURKO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 28, 2022

Hamilton Township

Eileen A. Gore, RMC, CMC

By: Kelly A. Yaede, Mayor

WITNESS:

Sherry Dzurko

SERV

By:

Title: CFO

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 28 day of March 2018, before me, the subscriber, personally appeared Caren Jesseman who I am satisfied is the person who executed the foregoing instrument as CFO of SERV, a not-for-profit corporation, the entity named in the foregoing instrument, and who acknowledged that he or she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of SERV.

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

Notary Public
My Commission Expires:

SHERRY L. DZURKO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 28, 2022

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on this 29 day of March 2018, before me, the subscriber, personally appeared Kelly A. Yaede, who I am satisfied is the person who executed the foregoing instrument as Mayor of Hamilton Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of Hamilton Township.

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

Brittani Radice Calderone
Notary Public
My Commission Expires

BRITTANI RADICE-CALDERONE
NOTARY PUBLIC OF NEW JERSEY
Comm. # 239[illegible]
My Commission Expires 3.5.2020

Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey

Municipality: HAMILTON County: MERCER

Sponsor: SERV Properties + Management Developer: SERV Properties + Management

Block: 1996 Lot: 13 Street Address 6 Lohli Drive

Facility Name: LOHLI GROUP HOME

Type of Facility:

- [x] Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- [ ] Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- [ ] Transitional facility for the homeless
- [ ] Residential health care facility (licensed by NJ Dept. of Community Affairs)
- [ ] Congregate living arrangement
- [ ] Other – Please Specify: _____

Sources of funding committed to the project :

- [ ] Capital funding from State – Amount $_____
- [ ] Balanced Housing – Amount $_____
- [ ] HUD – Amount $_____
- [ ] Federal Home Loan Bank – Amount $_____
- [ ] Farmers Home Administration – Amount $_____
- [ ] Development fees – Amount $_____
- [x] Bank financing – Amount $ 273,261
- [ ] Other – Please specify: _____

[ ] Please provide a pro forma for proposed projects

Total # of clients 5

Total # of low-income clients 5

Total # of moderate-income clients____

Total # of market-income clients____

# of total bedrooms 5

# of low-income bedrooms 5

# of moderate-income bedrooms____

# of market-income bedrooms ____

Length of Controls: _____ years

Effective Date of Controls: __/__/__

Expiratiou Date of Controls: __/__/__

Average Length of Stay: _____ months (transitional facilities only)

[x] CO Date: 6/24/08

Indicate licensing agency:

[x] DDD [ ] DMHS [ ] DHSS [ ] DCA

Initial License Date: __/__/08

Current License Date: 4/30/16

The following verification is attached:

- [ ] Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- [ ] Copy of capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)
- [ ] Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? [x] Yes ___No

Age-restricted? ___Yes [x] No

Population Served (describe): Developmentally disabled

Accessible (in accordance with NJ Barrier Free Subcode)? ___Yes ___No

Affirmative Marketing Strategy (check all that apply):

- [x] DDD/DMHS/DHSS waiting list
- [ ] Other (please specify): _____

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Dominic Longo 7/14/16
Project Administrator Date

Certified by: _____ _____
Municipal Housing Liaison Date

SERV BEHAVIORAL HEALTH SYSTEM, INC.
Proud Recipient of: 2006 NJAMHA Courage and Compassion Outstanding Provider Award
2007 NJPRA Wellness and Recovery Transformation Award
2010 Behavioral Healthcare Champion Award for President/CEO Gary Van Nostrand

SERV Achievement Centers
SERV Properties and Management
SERV Centers of New Jersey
SERV Foundation

SERV Behavioral Health System, Inc. – Corporate Office
20 Scotch Road, Ewing, NJ 08628
Phone: 609-406-0100 Fax: 609-406-0307

August 1, 2016

Elizabeth K. McManus, LEED AP, PP, AICP
Clarke Caton Hintz
100 Barrack Street
Trenton, NJ 08608

Re: SERV's Hamilton NJ Group Homes

SERV owns and operates two existing and one upcoming group home in Hamilton Township (Mercer) : 2 Bainbridge Court, 6 Lohli Drive, and 117 Colonial Avenue, respectively. The group homes have and will continue to provide housing for special needs clients. Their income consists of social security. As a result of this being their only source of income, these residents meet the threshold for very low income households.(30% or less than the area median income).

Dominic Longo
SERV Properties & Management

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 14 [illegible]

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO SERV BEHAVIORAL HEALTH SYSTEM, INC. TO SUBSIDIZE RENOVATIONS AT 2 BAINBRIDGE COURT AND 6 LOHLI DRIVE, AND TO PURCHASE 2117 SOUTH CLINTON AVENUE (4 BEDROOMS) AND 1915 ARENA DRIVE (6 BEDROOMS) SUBJECT TO COAH APPROVAL ($38,000.00 TOWARDS RENOVATIONS; $200,000.00 TOWARDS PURCHASES; $238,000.00 TOTAL GRANT AMOUNT)

Whereas Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 16, 2008; and

Whereas the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1 et seq.); and

Whereas SERV Behavioral Health System, Inc. ("SERV") is a private statewide, not-for-profit behavioral healthcare organization serving adults and children working to recover from a serious mental illness or cope with a developmental disability; and

Whereas SERV currently owns two properties located at 2 Bainbridge Court and 6 Lohli Drive in Hamilton Township which are in need of certain renovations; and

Whereas SERV is also interested in purchasing properties located at 2117 South Clinton Avenue (4 bedrooms) and 1915 Arena Drive (6 bedrooms) in Hamilton Township, for the purposes of group homes for people with special needs; and

Whereas SERV has requested a grant from Hamilton Township's Affordable Housing Trust Fund in order to subsidize the cost of the renovations to and the purchase of the aforementioned properties; and

Whereas Mayor Kelly A. Yaede and the Council of Hamilton wish to allocate $238,000.00 ($19,000.00 for 2 Bainbridge Court; $19,000.00 for 6 Lohli Drive; $80,000.00 for 2117 South Clinton Avenue (4 bedrooms); $120,000.00 for 1915 Arena Drive (6 bedrooms)) from the Township's Affordable Housing Trust Fund to SERV Behavioral Health System, Inc., for the purpose of subsidizing the renovations to 2 Bainbridge Court and 6 Lohli Drive, and the purchase of 2117 South Clinton Avenue (4 bedrooms) and 1915 Arena Drive (6 bedrooms); and

Whereas upon acceptance of these grant monies, the aforesaid properties will be subject to 30-year deed restrictions as affordable housing properties; and

Whereas this allocation is subject to COAH approval of the creditworthiness of the units located at 2 Bainbridge Court and 6 Lohli Drive and the expenditure of funds for renovations to said units; and

Whereas this allocation is also subject to COAH approval of the creditworthiness of the units located at 2117 South Clinton Avenue (4 bedrooms) and 1915 Arena Drive (6 bedrooms) and the expenditure of funds for the purchase of said units; and

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 14 47[illegible]

RESOLUTION AUTHORIZING THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES TO SERV BEHAVIORAL HEALTH SYSTEM, INC. TO SUBSIDIZE RENOVATIONS AT 2 BAINBRIDGE COURT AND 6 LOHLI DRIVE, AND TO PURCHASE 2117 SOUTH CLINTON AVENUE (4 BEDROOMS) AND 1915 ARENA DRIVE (6 BEDROOMS) SUBJECT TO COAH APPROVAL ($38,000.00 TOWARDS RENOVATIONS; $200,000.00 TOWARDS PURCHASES; $238,000.00 TOTAL GRANT AMOUNT)

Whereas this allocation is also subject to execution of an Agreement between SERV Behavioral Health System, Inc. and Hamilton Township; and

Whereas it is in the best interest of the citizens of the Township to proceed with this commitment to SERV Behavioral Health System, Inc.;

Now, Therefore, Be It Resolved by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that subject to COAH's express approval, the proper municipal officials be and hereby are authorized to allocate $238,000.00 from the Township's Affordable Housing Trust Fund to SERV Behavioral Health System, Inc., in order to subsidize renovations to properties located at 2 Bainbridge Court and 6 Lohli Drive and to subsidize the purchase of properties located at 2117 South Clinton Avenue (4 bedrooms) and 1915 Arena Drive (6 bedrooms) in Hamilton Township.

14 47[illegible]

ADOPTED BY COUNCIL ON December 2, 2014
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
KEVIN J. MEARA	✓					
DENNIS A. PONE	✓					
EDWARD R. GORE	✓				✓	
ILEANA SCHIRMER	✓					✓
DAVID J. KENNY	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting RES. - Moved SEC. - Seconded

W:\SHARED\COUNCIL\Resolution\COAH\SERV.2Bainbridge.6Lohli.2117SoClinton.1915Arena.2014.wpd

RECEIVED
NOV 13 2014
TOWNSHIP OF HAMILTON
DEPARTMENT OF LAW

REQUEST FOR COUNCIL ACTION

DATE: November 7, 2014

18 11-24-14

SERVICE REQUESTED:

____ Ordinance

__X_ Resolution

____ Item for Discussion (explain)

FOR CONTRACTS & PSA'S (select one):

____ Request was made for Bids

____ Request was made for Proposals/Quotes

____ Request was made for Proposals/Quotes for Professional Services

AMP

INITIATING DEPT/DIV: CPC/Division of Planning

SUBJECT MATTER: SERV requests a grant from the Township's Affordable Housing Trust Fund to support renovations at 2 Bainbridge Ct and 6 Lohli Drive as well as the purchase of 2117 South Clinton Avenue and 1915 Arena Drive.

LIST SUPPORTING DATA:

E-mail dated 8-16-14 to SERV concerning 2 Bainbridge and 6 Lohli Drive.

Letter from SERV dated 9-16-14 concerning request for trust fund grant

Letter in support of Council Action from Robert C Poppert dated November 7, 2014

24

AMOUNT OF FUNDING: $ 238,000.00
(if applicable

BUDGET ACCOUNT NAME: Affordable Housing Trust
(i.e. Dept. of Adm., Professional Services)

BUDGET ACCOUNT NO(S): T-19-56-300-001-001
(i.e. 3-01-20-120-000-028)

11/7/14

APPROVED BY: _____ 11/10
John F. Ricci, Business Administrator DATE

APPROVED BY: _____ 11/12
Kelly A. Yaede, Mayor DATE

(To be completed by the Business Administrator)

PLEASE PREPARE THIS ITEM FOR THE 11/18 COUNCIL AGENDA.

Deadline for submission to the Office of the Business Administrator for review and approval is 3:00 pm on the Monday the week preceding the Council Meeting.

In support of Request for Council Action: 11-07-2014

SERV 2014 – Affordable Housing Trust Fund grant request
Project Summary

2 Bainbridge Court renovations - $19,000.00
6 Lohli Drive renovations - $19,000.00

Both addresses above currently do not have any affordable housing restrictions on them but were found to be listed on the Township's affordable housing inventory. By providing grant monies to SERV for renovations at both homes SERV will provide 30-year deed restrictions on each dwelling and Hamilton will gain credit for 4 bedrooms at each house.

2117 South Clinton Avenue (purchase of dwelling) – $80,000.00 ($20,000.00 per bedroom – 4 bedrooms within house)
1915 Arena Drive (purchase of dwelling) - $120,000.00 ($20,000.00 per bedroom – 6 bedrooms within house)

SERV is looking to purchase these two (2) homes for group homes for special needs people. SERV will provide 30-year deed restrictions on each dwelling and Hamilton will gain credit for 4 bedrooms at the South Clinton dwelling and 6 bedrooms at the Arena Drive dwelling.

Total Grant Request = $238,000.00

RCP
File

SERV BEHAVIORAL HEALTH SYSTEM, INC.
Proud Recipient of: 2006 NJAMHA Courage and Compassion Outstanding Provider Award
2007 NJPRA Wellness and Recovery Transformation Award
2010 Behavioral Healthcare Champion Award for President/CEO Gary Van Nostrand

SERV Achievement Centers
SERV Properties and Management
SERV Centers of New Jersey
SERV Foundation

SERV Behavioral Health System, Inc. – Corporate Office
20 Scotch Road, Ewing, NJ 08628
Phone: 609-406-0100 Fax: 609-406-0307

September 16, 2014

Robert C. Poppert, PP, AICP
Township Planner, Division of Planning, MHL
Department of Community Planning and Compliance
2090 Greenwood Avenue
Hamilton, NJ 08650

Dear Mr. Poppert,

Thank you, and the leadership of Hamilton Township, for considering assisting SERV Properties & Management, Inc. (SERV P&M) as we pursue the purchase of two properties to be used as group homes for special-needs individuals. We also appreciate your consideration of having the Hamilton Township Affordable Housing Trust Fund provide funds toward the purchase of these homes.

We have identified 2117 S. Clinton Ave. (4 bedrooms) as well as 1915 Arena Drive (6 bedrooms) as homes we feel will serve our consumers' needs (listing sheets attached.) To that end, SERV P&M formally requests $20,000 per bedroom for a total of $200,000. These funds will be used for acquisition, due diligence and closing costs. We will obtain conventional bank financing for the balance.

Both homes will need sprinkler systems, as this is a requirement of the N.J. Department of Human Services, Division of Developmental Disabilities. The approximate cost of the sprinklers per home is $15,000. The homes may need additional renovations after engineering inspections are completed.

Due to the uncertainty of the housing market, it would be helpful to us -- assuming the Township leaders agree to fund this project -- to receive at a minimum a Letter of Intent to Fund.

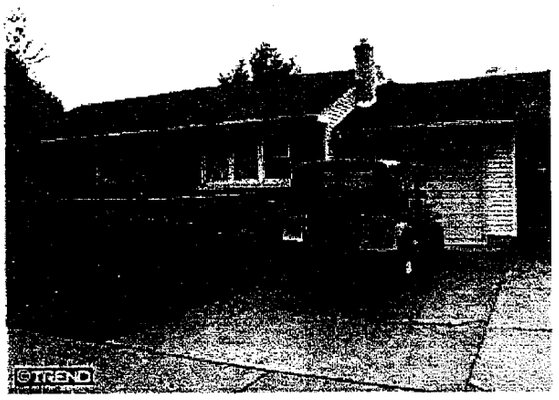
On a separate matter, neither 2 Bainbridge nor 6 Lohli are encumbered by any affordable restrictions. We would consider imposing new 30-year deed restrictions in exchange for a housing grant for renovations. The list of proposed renovations is attached.

Kindly let me now if you need any additional information for the Council's review.

We look forward to partnering with Hamilton Township.

Sincerely,

2117 S Clinton Ave, Hamilton, NJ 08610 — RES ACT — $249,900



Exterior Front

Map Layers

General

MLS #:	6413555	**Subdiv / Nei:**	Russell Terrace	**Ownership:**	FeeSimple	**Beds, Baths:**	4 2/1
DOM:	107	**School Dist:**	Hamilton Townsh	**Type:**	Single/Detac	**Age:**	57
MLS Area:	21103 Hamilton Twp			**Design:**	1-Story	**Aprox SqFt:**	
County:	Mercer	**- High:**		**Style:**	Ranch	**SqFt Source:**	
Tax ID #:	03-02252-00001	**- Middle:**				**Unit Floor #:**	AC: Y
		- Elem:					

Room Dimensions

LR/GR:	0 x 0 M	**Main BR:**	0 x 0 M
Dining:		**2nd BR:**	0 x 0 M
Kitchen:	0 x 0 M	**3rd BR:**	0 x 0 M
Family:		**4th BR:**	0 x 0 M
Inclusions:			
Exclusions:			

Other Information

Total Rooms:			
Bath Full:	0M	0U	0L
Bath Part:	0M	0U	0L
Model:			
Builder:			

Tax Information

RE Taxes / Yr:	$9058 / 2014
Assessment:	176200

Association Information

Condo / HOA:	N / N
Recur Fee / Freq:	

Lot Information

Aprox Acr:	0.29	**Land Use:**		**Zoning:**	2 fam
Aprox SqFt:	12,500	**AproxDim:**	125x100	**Watfrnt:**	N/

Features

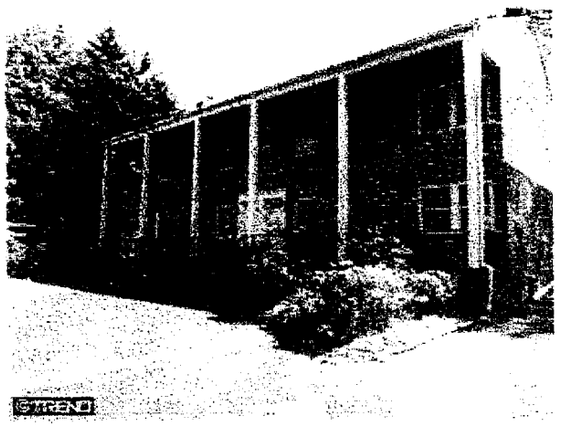
Utilities: GasHeat, GasHotWater, CentralAir, PublicWater, PublicSewer
Parking: 1-CarGarage, 3+CarParking **Exterior:** BrickExt, NoPool
Bsmt: FullBasement **Interior:** NoFireplace, NoModifs/Unk, NoLaundry **Kit:** EatInKitchen, GasCooking,

Remarks

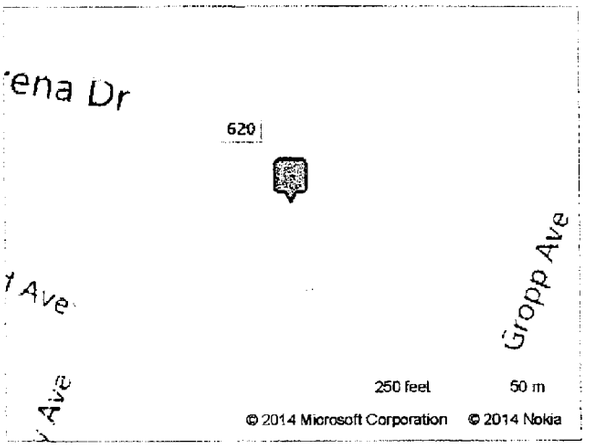
Public: Whether you are looking for an investment property or an in-law suite...look no further. This magnificent home in Hamilton has all the upgrades. Quality tile flooring, upgraded cabinetry, stonewashed back splash and new appliances to top it off. Family room and living room are of ample size with nice hardwood flooring. Updated baths with more quality work. Relax or entertain in the full finished basement with many upgrades including built-in 7.1 in wall surround sound system. Home is currently being used as a duplex but can easily be converted to a single family home. both units are a must see. Great value at a great price.
Directions:

© TREND - All information, regardless of source, should be verified by personal inspection by and/or with the appropriate professional(s). The information is not guaranteed. Measurements are solely for the purpose of marketing, may not be exact, and should not be relied upon for loan, valuation, or other purposes. Copyright 2014 Created: 09/02/14 12:04 PM.

1915 Arena Dr, Trenton, NJ 08610 — RES ACT — $349,900



Exterior Front



Map Layers ▲

General

MLS #:	6388258	**Subdiv / Nei:**	Colonial Manor	**Ownership:**	FeeSimple	**Beds, Baths:**	6 2/2
DOM:	83	**School Dist:**	Hamilton Townsh	**Type:**	Single/Detac	**Age:**	44
MLS Area:	21103 Hamilton Twp	- **High:**	Hamilton W	**Design:**	2-Story	**Aprox SqFt:**	3,024
County:	Mercer	- **Middle:**	A E Grice	**Style:**	Colonial	**SqFt Source:**	Assessor
Tax ID #:	03-02530-00012	- **Elem:**	McGalliard			**Unit Floor #:**	**AC:** Y

Room Dimensions

LR/GR:	25 x 16 M	**Main BR:**	16 x 16 U	**Laundry:**	0 x 0 B
Dining:	15 x 13 M	**2nd BR:**	16 x 12 U	**Br #5:**	14 x 13 U
Kitchen:	13 x 11 M	**3rd BR:**	14 x 12 U	**Br #6:**	14 x 14 U
Family:	13 x 11 M	**4th BR:**	14 x 12 M	**In-Law:**	13 x 10 M
				In-Law:	14 x 12 M

Other Information

Total Rooms:	12		
Bath Full:	1M	1U	0L
Bath Part:	1M	1U	0L
Model:			
Builder:			

Inclusions: Dishwasher, Cooktop, Wall Oven
Exclusions: None

Tax Information | Association Information | Lot Information

RE Taxes / Yr:	$9478 / 2014	**Condo / HOA:**	N / N	**Aprox Acr:**	0.34	**Land Use:**	**Zoning:** R10
Assessment:	207800	**Recur Fee / Freq:**		**Aprox SqFt:**	15,000	**AproxDim:** 100X150	**Watfrnt:** N/

Features

Utilities: GasHeat, HotAirHeat, GasHotWater, CentralAir, PublicWater, PublicSewer
Parking: NoGarage, 3+CarParking, DrivewayPrk, Private **Exterior:** Sidewalks, StreetLights, Alu/SteelExt, BrickExt, ConcreteFoun, LevelLot, OpenLot, FrontYard, RearYard, PitchedRoof, ShingleRoof, Patio, NoPool
Bsmt: FullBasement, UnfinishBsmt **Interior:** AccessPanel, TwoFirePl, BrickFirePl, LR/GRFireP, FinishedWood, Vinyl/LinFl, PartBathMnBe, Foyer/VestEn, InLawSuite, NoModifs/Unk, BsmtLaundry **Kit:** EatInKitchen, GasCooking, KitPantry, KitDoubleSin, KitCookTop, WallOven, BuiltInDishW
Poss: Negotiable **Finance:** ConventnalFi, VA, FHA203(k), FHA203(b) **Show:** ComboLockBox
Shore/Water: None/OtherSh

Remarks

Public: Custom built and owned by the original owners, this home boasts SIX bedrooms! Perfect for large or extended family, it has hardwood floors throughout, freshly painted walls, two brick fireplaces (one with Forrester wood stove insert) and central air conditioning. Brick front with a raised porch surrounded by wrought iron railings, it features a circular driveway plus additional driveway parking. This home has so much potential! Large rooms, and plenty of them, allow for flexible usage. Kitchen is eat-in sized with gas cooktop, wall oven and dishwasher. There is also a hood and fan that is vented outside. There is a powder room off the foyer. The Dining Room has a slider to the outside raised patio. Living Room has french doors to the dining room and to the foyer. If you have a desire to lower heating costs, the wood stove will keep costs down. Also on the first

level is a separate (separate entrance) additional living area. It features a kitchenette, full bath and two rooms. Both sides of the home are accessible from front or back entrances. The second level extends over the entire structure and was used as six spacious bedrooms (including MBR with 1/2 bath), multiple closets and good sized full bath with double vanity and sinks and tub/shower. The full, dry basement has HIGH ceilings and another brick fireplace with wood stove insert. There is also an outside entrance. HMS warranty being provided for Buyer peace of mind! Convenient location: 5.6 miles to Hamilton Train Station, 1 mile to 295/95 or 195. The Township has determined that this can officially be used as a multi-family dwelling. You can live in one side and rent the other.
Directions: Arena Drive between Whitehorse-Mercerville Road and Gropp.

SERV BEHAVIORAL HEALTH SYSTEM, INC.
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2007 NJPRA Wellness and Recovery Transformation Award
2010 Behavioral Healthcare Champion Award for President/CEO Gary Van Nostrand

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SERV Behavioral Health System, Inc. - Corporate Office
20 Scotch Road, Ewing, NJ 08628
Phone: 609-406-0100 Fax: 609-406-0307

Proposed Housing Renovations for 2 Bainbridge Court, Hamilton

New heater and air conditioning unit	$8000
Interior Painting	$6000
Remove carpet from 4 bedrooms & hallway Install commercial floor covering	$5000

Proposed Housing Renovations for 6 Lohli Drive, Hamilton

Remove 4 trees at the rear of the house that are very close to house, remove tree in front remove ivy, gravel, level yard and plant sod or grass seed (violation from Township)	$7500
Remove carpet on second floor (4) bedrooms and hallway- Prep floor and install commercial grade flooring	$5500
Interior painting	$6000.

Thank you for your consideration.

Sincerely,

Marilyn Ticktin
Director of Housing Development

Robert Poppert

From: Marilyn Ticktin <mticktin@servbhs.org>
Sent: Tuesday, September 16, 2014 10:14 AM
To: Robert Poppert
Subject: SERV-COAH
Attachments: poppert5.pdf; arena sclinton.pdf; lohli bainbridge - Copy.docx

Rob,

Please see attached.

Thank you.

Marilyn K. Ticktin
Director of Housing Development
SERV Behavioral Health System, Inc.
20 Scotch Road
Ewing, N.J. 08628
Phone: 609-662-3062
mticktin@servbhs.org
Fax: 609-406-0307
www.servbhs.org



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Robert Poppert

From: Robert Poppert
Sent: Saturday, August 16, 2014 10:01 AM
To: 'Marilyn Ticktin'
Subject: RE: SERV- COAH

Marilyn,
Thanks for coming in and sharing with us your plans for a new two (2) new homes in the Township. While we did not have a preference in which 2 of the 3 homes you should look into, it is a matter of your needs and programming. I would ask that you finalize your decision on which 2 homes you would like to pursue and then provide us with a letter an info we talked about at out last meeting.

Specifically, addresses for the homes in question, budgetary information and other sources of funding, and if possible a listing of anticipated renovations to each home.

On a separate but related matter – concerning 2 Bainbridge and 6 Lohli Drive, do happen to know if these 2 properties are currently encumbered by any affordable restrictions? If they are not we would like to explore imposing new 30 yr deed restrictions on them in exchange providing a housing grant for renovations that may be needed for each house. If restrictions are on the home that may be set to expire soon we would like to extend those restrictions in exchange for the same. Please let me know the status of both properties and if we can help each other.

If possible we could lump together as many SERV projects at one time for Council review and approval.

Thank you very much
Rob

Robert C. Poppert, PP, AICP
Township Planner, Division of Planning
Municipal Housing Liaison
Department of Community Planning and Compliance
2090 Greenwood Avenue
Hamilton, NJ 08650
609-890-3674 (phone)
609-890-3537 (fax)
rpoppert@hamiltonnj.com
www.hamiltonnj.com

From: Marilyn Ticktin [mailto:mticktin@servbhs.org]
Sent: Monday, August 04, 2014 1:52 PM
To: Robert Poppert
Subject: SERV- COAH

Mr. Poppert,

It was very nice to meet with you, Mr. Ricci and Mr. Williams on July 31, 2014.

As we discussed at the meeting, SERV Properties & Management is interested in doing two residential homes within the Township of Hamilton with COAH funding of $20,000.00 a bedroom provided by the Township of Hamilton's Trust Fund.

We understand that this request will go to the Council for approval and if approved, the funds would not be available until there is final approval of the Township of Hamilton's Spending Plan by the State of New Jersey.

Attached are listing sheets for the homes we could consider.

Thank you,

Marilyn Ticktin
609-662-3062

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AGREEMENT FOR THE COMMITMENT OF AFFORDABLE HOUSING TRUST FUND MONIES

THIS AGREEMENT made as of this 19 day of December, 2017 by and between the Township of Hamilton, a New Jersey municipal corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and SERV, a non-for-profit corporation of the State of New Jersey, having offices at 20 Scotch Road, 3rd Floor, Ewing, New Jersey 08628 ("SERV").

WITNESSETH:

WHEREAS, the Township filed a Declaratory Judgment Action styled *In the Matter of the Township of Hamilton, County of Mercer*, Docket No. MER-L-1573-15 seeking to secure court approval of a Housing Element and Fair Share Plan and a judgment of compliance and repose protecting it from builder's remedy litigation pursuant to *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing*, 221 *N.J.* 1 (2015); and

WHEREAS, the Township has prepared a Fair Share Plan that promotes the affordable housing program pursuant to the Fair Housing Act (*N.J.S.A.* 52:27D-301 *et seq.*) and *In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97* and satisfies its Third Round fair share obligation; and

WHEREAS, the Township has also prepared a Spending Plan that, with the Fair Share Plan, is be subject to court approval; and

WHEREAS, the Spending Plan includes an allocation of $138,000.00 to SERV for acquisition costs and renovation of properties at 117 Colonial Avenue, 2 Bainbridge Court, and 6 Lohli Drive, such allocation being at the request of SERV.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

I. The Township agrees to allocate monies ("Monies") from the Township's Affordable Housing Trust Fund, in the amount of $138,000.00, to SERV for the purpose of purchasing and renovating properties for use as affordable housing in the form of group homes. The allocation of the Monies shall be subject to the following allocation schedule:

   A. Payment #1: 117 Colonial Avenue - $100,000.00

   B. Payment #2: 2 Bainbridge Court and 6 Lohli Drive - $38,000.00

Payment #1 shall be made at the time of closing on 117 Colonial Avenue or, if the property has been acquired by SERV at the time of execution of this Agreement, upon satisfaction of the terms hereof. Payment #2 shall be made upon the commencement of renovation of the first of the two properties and receipt by the Township of an invoice submitted by SERV, provided that the requirements of Article VIII are satisfied.

II. SERV agrees to use the Monies to purchase or renovate the following properties:

A. Purchase of a four bedroom house at 117 Colonial Avenue or credit toward the previous purchase of such property ($100,000.000).

B. Renovation of two four bedroom houses at 2 Bainbridge Court and 6 Lohli Drive ($38,000.00).

III. SERV shall comply with all requirements of the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1 et seq.* and applicable rules of the Council on Affordable Housing or orders of a court of competent jurisdiction having jurisdiction over the litigation described herein above. The Properties shall not be age restricted and shall be available only to low-income individuals, and each bedroom shall be eligible for affordable housing credit under the Fair Housing Act, rules of the Council on Affordable Housing, and such orders as a court of competent jurisdiction may enter. Each Property shall be subject to affordability controls for low-income households, as defined by the Uniform Housing Affordability Controls, for a minimum period of 30 years and thereafter until terminated by the Township. The affordability controls shall be in the form of deed restrictions prepared by the Township and recorded by the Office of the Mercer County Clerk. SERV agrees to execute such instruments.

IV. SERV shall provide the Township's Administrative Agent such documentation as is necessary for purposes of establishing that the bedrooms for the individuals being served are creditable for municipal fair share housing purposes. SERV in addition shall prepare and submit to the New Jersey Council on Affordable Housing or a court having jurisdiction over the Township's fair share program, as the case may be, monitoring forms it or the Township may request.

V. SERV shall provide the Township's Administrative Agent such documentation as the Administrative Agent shall require in order to confirm that the occupants meet all applicable low- and moderate-income housing eligibility requirements. Such documentation shall be provided prior to the commencement of each occupancy of a bedroom. SERV shall pay the Administrative Agent a charge of $200.00 for each document review, except that such fee shall not be charged if a State agency certifies that each tenant is a low- or moderate-income household as that term is used in the Uniform Housing Affordability Controls, *N.J.A.C.* 5:80-26.1 *et seq.* Such amount may be adjusted to reflect increases in the cost of living.

VI. The Monies provided by the Township shall be returned to it by SERV if within the affordability control period described above it ceases to function or to provide the services set forth herein unless the Township approves a different operator of the house and any differences in the services rendered. The Monies provided by the Township for each Property shall be returned to the Township should SERV fail to obtain a certificate of occu pancy for that property, should the bedrooms therein fail to comply with the Uniform Housing Affordability Controls, or should any section of this Agreement not be met.

VII. SERV shall have the right, upon written consent by the Township, which shall not be unreasonably withheld, to assign this Agreement to another not-for-profit entity or entities to carry out the duties and functions of this Agreement, as part of a sale or transfer of the business or otherwise.

VIII. The disbursements of the Monies by the Township to SERV shall be made in full upon the following:

A. Approval of the Township's Spending Plan by a court of competent jurisdiction having jurisdiction over same or by the Council on Affordable Housing;

B. The Township is convinced of the credit-worthiness of each project; and

C. Availability of the funds in the Township's Affordable Housing Trust Fund (i.c., trust fund monies have not been seized or forfeited by the State).

IX. Miscellaneous

A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

C. Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

D. No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as SERV and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

SIGNATURES APPEAR ON THE NEXT PAGE

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

Attest:

Eileen A. Gore, RMC, CMC

Date: 12/21/17

TOWNSHIP OF HAMILTON

Mayor Kelly A. Yaede

Attest:

Date: 12/19/17

SERV

(Print Name and Title)

46. Society Hill II

Society Hill II
Extensions of Controls

ID #	Property Address	Block	Lot	Income Level	Initial Control Period Expiration	End of minimum 30-year control period (as extended)[1]
Original Extensions of Controls						
1	1 Versailles Court	2167	599	Low	7/27/2019	7/27/49
2	33 Cheverny Court	2167	511	Low	12/8/18	12/8/48
3	35 Cheverny Court	2167	515, C-148Q	Low	12/13/18	12/13/48
4	27 Lehavre Court	2167	429	Low	1/16/19	1/16/49
5	59 Lehavre Court	2167	578	Low	2/8/19	2/8/49
6	10 Versailles Court	2167	605	Low	7/28/18	7/28/48
7	12 Versailles Court	2167	603	Low	7/24/19	7/24/49
8	80 Chambord Court	2167	784	Low	12/8/18	12/8/48
9	11 Versailles Court	2167	604	Moderate	7/31/19	7/31/49
10	11 Cheverney Court	2167	538	Moderate	12/15/18	12/15/48
11	29 Cheverny Court	2167	516	Moderate	1/19/19	1/19/49
12	26 LeHavre Court	2167	428	Moderate	1/20/19	1/20/49
13	56 LeHavre Court	2167	579	Moderate	1/27/19	1/27/49
14	34 Versailles Court	2167	626	Moderate	9/26/19	9/26/49
15	42 Chambord Court	2167	746	Moderate	12/5/18	12/5/48
16	52 Chambord Court	2167	753	Low	11/4/18	11/4/48
17	81 LeHavre Court	2167	552	Low	7/5/18	7/5/48
18	49 Chambord Court	2167	756	Moderate	11/29/18	11/29/48
19	106 Chambord Court	2167	810	Moderate	12/5/18	12/5/48
20	81 Chambord Court	2167	787	Moderate	3/9/19	3/9/49
21	67 Versailles Court	2167	657	Low	7/31/19	7/31/49
22	108 Chambord Court	2167	817	Low	9/16/28	9/16/58
23	28 LeHavre Court	2167	430	Moderate	1/24/19	1/24/49
24	65 Versailles Court	2167	659	Low	5/27/18	5/27/48
25	63 Versailles Court	2167	655	Low	11/29/18	11/29/48
26	35 Versailles Court	2167	629	Low	12/28/18	12/28/48
2019 Extensions of Controls						
27	1 Cheverny Court	2167	545	Low	4/1/19	8/27/49
28	4 Versailles Court	2167	594	Moderate	10/1/19	8/21/49
29	8 Versailles Court	2167	601	Low	10/1/19	8/21/49
30	9 Versailles Court	2167	602	Moderate	10/1/19	8/26/49
31	31 LeHavre Court	2167	431	Low	4/1/19	8/24/49
32	32 Cheverny Court	2167	510	Moderate	4/1/19	8/22/49
33	32 Versailles Court	2167	624	Moderate	1/1/20	8/23/50
34	33 Versailles Court	2167	625	Low	10/1/19	8/27/49
35	34 Cheverny Court	2167	512	Moderate	1/1/19	8/22/49

[1] In accordance with *N.J.A.C.* 5:80-26.5, each restricted unit remains subject to the requirements of the Control Period for at least 30 years and remains so until the township elects to release the unit from such requirements.

36	37 Versailles Court	2167	627	Low	10/1/19	9/3/49
37	51 Chambord Court	2167	752	Moderate	1/1/19	8/26/49
38	53 Chambord Court	2167	754	Moderate	1/1/19	8/22/49
39	55 LeHavre Court	2167	580	Low	4/1/19	8/22/49
40	78 LeHavre Court	2167	557	Moderate	4/1/19	9/10/49
41	79 LeHAvre Court	2167	556	Low	4/1/19	9/9/49
42	83 Chambord Court	2167	785	Moderate	1/1/19	8/29/49
43	107 Chambord Court	2167	809	Low	1/1/19	8/22/49
44	37 Cheverny Court	2167	513	Low	4/1/19	9/11/49
45	57 LeHavre Court	2167	576	Low	1/1/19	9/5/49
46	84 LeHavre Court	2167	546	Low	4/1/19	9/14/49
47	26 Cheverny Court	2167	521	Low	4/1/19	8/30/49
48	87 LeHavre Court	2167	551	Moderate	4/1/19	8/30/49

MILLER PORTER & MULLER, P.C.
One Palmer Square, Suite 540
Princeton, New Jersey 08542
(609) 921-6077
New Jersey Attorney ID. No. 022261977
Special Mount Laurel Counsel for Plaintiff

IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF HAMILTON, COUNTY OF MERCER	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: MERCER COUNTY DOCKET NO. MER-L-1573-15 Civil Action CERTIFICATION OF FRANK PIAZZA

I, Frank Piazza, certify as follows:

1. I am a Principal with Piazza & Associates, Inc. which is the Administrative Agent for Hamilton Township.

2. I can confirm that none of the 80 low- and moderate- income units in Society Hill II were foreclosed during the Prior Round. They were all initially occupied after April 1, 1980.

The foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

By: _____
Frank Piazza

Dated: December 21, 2018

AGREEMENT WITH
SOCIETY HILL AT HAMILTON II CONDOMINIUM ASSOCIATION, INC.
AND TOWNSHIP OF HAMILTON

THIS AGREEMENT made this ___ day of _____, 2019 by and between the Township of Hamilton, a New Jersey corporation having offices located at 2090 Greenwood Avenue, Hamilton, New Jersey 08609 ("Township"), and the Society Hill at Hamilton II Condominium Association, Inc. having offices at 114 Chambord Court, Hamilton, New Jersey 08619 ("Association").

W I T N E S S E T H:

WHEREAS, the Association is an inclusionary development in the Township of Hamilton that originally included 80 low- and moderate-income units, with the number of units reduced to 74 as a result of foreclosures and sales at Sheriff's sales; and

WHEREAS, the control period for the affordable housing regulations that applied to low- and moderate-income units ran for 30 years, commencing separately for each unit on the date that the unit was conveyed by the developer of the Association in 1987, 1988, and 1989; and

WHEREAS, the Township has previously extended the control period for 26 units, 23 being extended by virtue of the execution of Uniform Housing Affordability Controls-required form deed restrictions upon resale of the unit, with 21 of such units being subject to a Declaration with Respect to Deeds; Deed-Restricted Affordable Housing Units with Restrictions on Resale and Refinancing and Declarations of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls on State Regulated Property approved by Council on May 24, 2017 and later amended, and two more being extended as a result of execution of such deed restrictions upon resale in November and December 2018, and three being extended by virtue of a resolution adopted by Township Council on May 24, 2017; and

WHEREAS, the Township and Association have agreed that the owners of such 26 units will continue to be charged the Association assessment (to include maintenance/special) at one third the rate that the owners of market units are paying; and

WHEREAS, upon receipt of a notice from the Association that the Association fee, which for low- and moderate-income units is one third of the fee for the market units, would be changed to 100 percent of the fee for the market units commencing January 1, 2019, a number of the other owners of affordable units have requested that the control period be extended and 22 have executed the affordability control instruments required by the Uniform Housing Affordability Controls that extend the controls, such instruments now being held in escrow by the Township Affordable Housing Attorney for recording upon execution of this Agreement; and

WHEREAS, the Township and the Association having agreed that the Association fee will remain at a third of the market rate fee for the owners of low- and moderate-income units for which the controls have not been extended and who wish to have the controls extended with the reduced Association fee percentage remaining in place, provided that the owners can demonstrate that they

reside in the units and executed the aforementioned instruments, and that the Township will provide the additional funds so that the Association fee payment, one third of which will continue to be paid by the unit owner and two thirds of which is paid by the Township, will be the same for the market units and the low- and moderate-income units for a period of at least 30 years.

WHEREAS, 22 owners have executed the aforesaid instruments and have submitted sufficient documentation to the Township demonstrating that they still reside in the units; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree to the following conditions:

I. The Township will pay two thirds of the Association fee for the units identified in Exhibit A (these are affordable unit owners who have agreed to extend their expired affordable agreements and have executed the affordability controls instrument) beginning on the date set forth for such units on Exhibit A and ending no sooner than 30 years from the date of execution of the affordability control instruments for such units. Payment by the Township will be made quarterly on the first day of the month of each quarter **(1/1, 4/1, 7/1, 10/1)** directly to the Association provided that the units remain subject to the affordability controls being extended. The Association agrees to this arrangement and agrees that it will not impose additional charges on the owners of the units with respect to the Association fee other than interest payments and related charges as may be made under governing Association documents for late payment or failure to pay the one third Association fee by the owner. If at any point in time after the 30-year extension of the control period has run the Township advises the Association that it will no longer make payments, it will at such time terminate the affordability controls, and the Association may charge the full fee.

   No additional units will be entitled to an affordable extension without the Association's written approval.

II. The Association agrees that it will continue to charge the one third fee to the 26 units listed on Exhibit B (these are affordable unit owners who have had their affordable agreements extended through Township preservation programs) and will not increase the proportion of the fee that must be paid by the owners of these units as long as they remain low- and moderate-income units. The Association agrees that it will not impose additional charges on the owners of these units with respect to the Association fee other than such interest payments and related charges as may be made under the governing Association documents for late payment or failure to pay the one third Association fee by the owner.

III. Any payments made by the owners of the units listed on Exhibits A and B that exceed the one-third Association fee shall be a credit against future monthly obligations beginning with the month during which the extended control period begins, or on the dates set forth on Exhibit A for the units listed on Exhibit A, so that such payments are equivalent to a payment of one third per month. All calculations in this regard shall be submitted to each unit owner to which this section applies and to the Township.

IV. The Association may charge the full fee commencing on the date the original 30-year control period runs for any Association low- and moderate-income unit not listed on Exhibits A and B.

V. This Agreement is subject to approval by the Superior Court, Law Division, Mercer County having jurisdiction over *In the Matter of the Township of Hamilton, County of Mercer* and to its approval of amendments to the Hamilton Township Spending Plan providing for the Association fee subsidy, which is a form of affordability assistance.

VI. Miscellaneous

A. Severability. It is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

B. Successors Bound. The Agreement shall be binding upon the respective parties hereto and their successors and assigns.

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E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

F. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

G. Interpretation. In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as the Association and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

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

Attest:

TOWNSHIP OF HAMILTON

Eileen A. Gore, RMC, CMC

Mayor Kelly A. Yaede

Date: 9/20/19

Attest:

SOCIETY HILL AT HAMILTON II CONDOMINIUM ASSOCIATION, INC.

Stella Castaldo, Vice President

By: Deirdre McNamara, President

Date: _____

H. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

J. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

K. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

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

Attest:

TOWNSHIP OF HAMILTON

_____
Eileen A. Gore. RMC. CMC

_____
Mayor Kelly A. Yaede

Date: _____

Attest:

SOCIETY HILL AT HAMILTON II
CONDOMINIUM ASSOCIATION, INC.

Stella Castaldo
Stella Castaldo. Vice President

By: Deirdre McNamara
Deirdre McNamara. President

Date: September 13, 2019

EXHIBIT A

1.	51 Chambord Court, Hamilton, NJ 08619	– 01-01-2019
2.	53 Chambord Court, Hamilton, NJ 08619	– 01-01-2019
3.	83 Chambord Court, Hamilton, NJ 08619	– 01-01-2019
4.	107 Chambord Court, Hamilton, NJ 08619	– 01-01-2019
5.	1 Cheverny Court, Hamilton, NJ 08619	– 04-01-2019
6.	26 Cheverny Court, Hamilton, NJ 08619	– 04-01-2019
7.	32 Cheverny Court, Hamilton, NJ 08619	– 04-01-2019
8.	34 Cheverny Court, Hamilton, NJ 08619	– 01-01-2019
9.	37 Cheverny Court, Hamilton, NJ 08619	– 01-01-2019
10.	31 Lehavre Court, Hamilton, NJ 08619	– 04-01-2019
11.	55 Lehavre Court, Hamilton, NJ 08619	– 04-01-2019
12.	57 Lehavre Court, Hamilton, NJ 08619	– 04-01-2019
13.	78 Lehavre Court, Hamilton, NJ 08619	– 04-01-2019
14.	79 Lehavre Court, Hamilton, NJ 08619	– 04-01-2019
15.	84 Lehavre Court, Hamilton, NJ 08619	– 04-01-2019
16.	87 Lehavre Court, Hamilton, NJ 08619	– 04-01-2019
17.	4 Versailles Court, Hamilton, NJ 08619	– 10-01-2019
18.	8 Versailles Court, Hamilton, NJ 08619	– 10-01-2019
19.	9 Versailles Court, Hamilton, NJ 08619	– 10-01-2019
20.	32 Versailles Court, Hamilton, NJ 08619	– 01-01-2020
21.	33 Versailles Court, Hamilton, NJ 08619	– 10-01-2019
22.	37 Versailles Court, Hamilton, NJ 08619	– 10-01-2019

EXHIBIT B

1. 42 Chambord Court, Hamilton, NJ 08619
2. 52 Chambord Court, Hamilton, NJ 08619
3. 49 Chambord Court, Hamilton, NJ 08619
4. 80 Chambord Court, Hamilton, NJ 08619
5. 81 Chambord Court, Hamilton, NJ 08619
6. 106 Chambord Court, Hamilton, NJ 08619
7. 108 Chambord Court, Hamilton, NJ 08619

8. 11 Cheverny Court, Hamilton, NJ 08619
9. 29 Cheverny Court, Hamilton, NJ 08619
10. 33 Cheverny Court, Hamilton, NJ 08619
11. 35 Cheverny Court, Hamilton, NJ 08619

12. 26 Lehavre Court, Hamilton, NJ 08619
13. 27 Lehavre Court, Hamilton, NJ 08619
14. 28 Lehavre Court, Hamilton, NJ 08619
15. 56 Lehavre Court, Hamilton, NJ 08619
16. 59 Lehavre Court, Hamilton, NJ 08619
17. 81 Lehavre Court, Hamilton, NJ 08619

18. 1 Versailles Court, Hamilton, NJ 08619
19. 10 Versailles Court, Hamilton, NJ 08619
20. 11 Versailles Court, Hamilton, NJ 08619
21. 12 Versailles Court, Hamilton, NJ 08619
22. 34 Versailles Court, Hamilton, NJ 08619
23. 35 Versailles Court, Hamilton, NJ 08619
24. 63 Versailles Court, Hamilton, NJ 08619
25. 65 Versailles Court, Hamilton, NJ 08619
26. 67 Versailles Court, Hamilton, NJ 08619

Version 060223

RECORD
& RETURN
-GENERAL ABSTRACT
1155 WHITEHORSE-MERCERVILLE RD.
HAMILTON, NJ 08619
(609) 586-6030
GL-45162

Prepared by: Carolyn Barber
Carolyn Nalbone Barber

6 P
90 Chg
#58
378.00
HAT

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt – With 95/5 Recapture

This is not a certified copy

THIS DEED is made on this the 27th day of April, 2010, by and between

Carolyn Nalbone Barber (Grantor) and

Quivanna Little (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Ninety-four Thousand, Two Hundred Twenty and 00/100 Dollars ($94,220.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 599, and known by the street address:

1 Versailles Court

Hamilton, New Jersey 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

SCHEDULE A

ALL that certain Condominium Unit in the Township of Hamilton, County of Mercer and State of New Jersey, including the improvements and appurtenances thereto belonging, subject to the provisions on the Condominium Act of the State of New Jersey, P.L. 1969, c. 257, its amendments and supplements, and subject to the provisions of the SOCIETY HILL AT HAMILTON II CONDOMINIUM MASTER DEED, recorded in the Mercer County Clerk's Office in Deed Book 2449, page 88 on July 5, 1988, being designated as Unit A-1 in Building 14, said Unit being more specifically defined in the Master Deed hereinabove mentioned and which Unit is herewith conveyed in conformity with the Condominium Act of New Jersey aforesaid and included the fee in an undivided .25% interest in the General and Limited Common Elements of SOCIETY HILL AT HAMILTON II CONDOMINIUM.

BEING commonly known as 1 Versailles Court.

BEING known as known as Tax Lot 599, Block 2167 on the Township of Hamilton Tax Map.

BEING the same land and premises conveyed to Carolyn Nalbone Barber, unmarried by deed from K. Hovnanian at Hamilton, II, Inc., a Corporation of the State of New Jersey, dated July 27, 1989 recorded July 31, 1989 in the Mercer County Clerk's Office in Deed Book 2495, page 849.

This is not a certified copy

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

A. The Property may be conveyed only to a household who has been approved in advance and in writing by **the Township of Hamilton or Piazza & Associates, Inc.,** an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. At no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;

G. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq*., shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration;

H. The Affordable Units are subject to a **thirty- year** affordability control period that commenced on the date of conveyance of title, which is April 27, 2010, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 et seq.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the **Township of Hamilton** and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

This is a true copy

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

A. The owner of the Property is required to notify the **Township of Hamilton, Plazza & Associates, Inc.** and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.

B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the New Jersey Department of Community Affairs, acting as receiving agent for the local municipality.

C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Carolyn Barber

Carolyn Nalbone Barber
Grantor

the presence of or attested by:

VOL 6050 PG 630

This is not an official copy

Version 060223

This is not a certified copy

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey:
County of Mercer ss

I am either (check one) ✓ a Notary Public or ___ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me.. On this the 27th day of April, 2010, Carolyn Nalbone Barber, Grantor, appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement).* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is $94,220.

ROBERT J. FOLEY
NOTARY PUBLIC, STATE OF NEW JERSEY
My Commission Expires Nov. 27, 2012

In compliance with the statute I have presented an abstract of the within to the Assessor of the taxing district therein mentioned.

PAULA SOLLAMI-COVELLO
MERCER COUNTY CLERK

VOL 6050 PG 631

GIT/REP-3
(10-09)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(C.55, P.L. 2004)

THIS IS NOT A CERTIFIED COPY

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)
Carolyn Nalbone Barber

Current Resident Address.

Street: 1015 Whitehead Road Ext Apt 219

City, Town, Post Office	State	Zip Code
Ewing	NJ	08638

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
2167	599	

Street Address:
1 Versailles Court

City, Town, Post Office	State	Zip Code
Hamilton	NJ	08619

Seller's Percentage of Ownership	Consideration	Closing Date
100%	$94,220.00	4/27/2010

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and Non-residents)

1. [X] I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. [ ] The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. § 121.
3. [ ] I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. [ ] Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. [ ] Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. [ ] The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. [ ] The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
   [ ] No non-like kind property received.
8. [ ] Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

4/27/2010
Date

Carolyn Barber
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

END OF DOCUMENT

CERTIFIED COPY

updated June 2007

APPENDIX B

MANDATORY DEED FORM FOR OWNERSHIP 95/5 UNITS

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt – With 95/5 Recapture

THIS DEED is made on this the 16th day of September, 2008 by and between

Anneliese Slater (Grantor) and Tina Onorati-Ivins (Grantee).

Article 1 Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Eighty Four thousand, eighteen dollars ($84,018.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 511, and known by the street address: 33 Cheverny Court Court, mailing address

33 Cheverny Court
Hamilton, NJ 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

VOL5935 PG0241

A. The Property may be conveyed only to a household who has been approved in advance and in writing by Community Grants, Planning & Housing, LLC, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;

H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration,

I. The Affordable Units are subject to a 30 year affordability control period that commenced on the date of first conveyance of title, which is December 8, 1988, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 et seq.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5 80-26.10A(b):

A In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

A. The owner of the Property is required to notify the Montgomery Township Administrative Agent and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.

B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the New Jersey Department of Community Affairs, acting as receiving agent for the local municipality.

C. Such non-exempt sale is subject to the options provided for in Sections 5 80-26 20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

A. Slater
Annaliese E. Slater
Signed, sealed and delivered in
The presence of or attested by:

Annaliese E. Slater [seal]

[seal]

[seal]

[seal]

ELISE CASCONE RUSSO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/26/2013

VOL5935 PG026

updated June 2007

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Mercer

I am either (check one) ✓ a Notary Public or ___ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey I sign this acknowledgement below to certify that it was executed before me On this the 16th day of September, 2008 Annelliese Slater appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement)* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c 49, sec. 1(c), is $ 84,018.00.

Officer's signature Sign above and print stamp or type name below

ELISE CASCONE RUSSO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/26/2013

CORPORATE PROOF BY SUBSCRIBING WITNESS

State of New Jersey, County of _____

I am either (check one) ___ a Notary Public or ___ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the ___ day of _____, 20___, _____ (hereinafter the "Witness") appeared before me in person. The Witness was duly sworn by me, and under oath stated and proved to my satisfaction that:

1. The Witness is the _____ secretary of the corporation which is the Grantor described as such in this deed (hereinafter the "Corporation").
2. _____, the officer who signed this Deed is the *(title)* _____ of the Corporation (hereinafter the "Corporate Officer").
3. The making, signing, sealing and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.
4. The Witness knows the corporate seal affixed to this Deed is the corporate seal of the Corporation The Corporate Officer affixed the seal to this Deed. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts

The Witness also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c 49, sec. 1(c), is $_____.

Sworn and signed before me on the date above written:

_____
Witness Sign above and print or type name below

_____
Officer's signature Sign above, and print stamp or type name below

GP
93-
356-
HAT

Version 060223

INSTR # 2012034903
D BK 6152 PG 1181 Pgs 1181 - 1186 (6 pgs)
RECORDED 07/24/2012 08:42:20 AM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY
RTF TOTAL TAX $356.00

Prepared by: MM

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt – With 95/5 Recapture

THIS DEED is made on this the 10th day of May, 2012, by and between Dorothy L Russocki (Grantor) and Kasey Tararuj (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Eighty-nine Thousand and 00/100 Dollars ($89,000.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 515, and known by the street address:
C-148 Qualifier

35 Cheverny Court

Hamilton, New Jersey 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26

SCHEDULE C
LEGAL DESCRIPTION

File No. **ETS-005886**

All that certain lot, tract or parcel of land situate, lying, and being in the Township of Hamilton, in the County of Mercer, State of New Jersey, and being more particularly described as follows:

Being known and designated as Unit D-1 in Building No. 7 in "Society Hill at Hamilton II Condominium" established in accordance with the N.J.S.A. 46:8b-1, et seq, together with an undivided .25 percentage interest in and to the common elements appurtenant thereto, in accordance with, and subject to the terms, conditions, provisions, covenants, restrictions, easements, and other matters contained in the Master Deed and Declaration of Restrictive and Protective Covenants for said "Society Hill at Hamilton II Condominium" dated June 27, 1988 and recorded on July 5, 1988 in the Mercer County Clerk's Office in Deed Book 2449, Page 88, as the same may hereafter be lawfully amended.

For informational purposes only: Being also known as Lot 515, Block 2167, on the Tax Map of the Township of Hamilton.

(N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

A. The Property may be conveyed only to a household who has been approved in advance and in writing by **the Township of Hamilton or Piazza & Associates, Inc.,** an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. At no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;

G. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq*., shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration;

H. The Affordable Units are subject to a **thirty- year** affordability control period that commenced on the date of the first conveyance of title, which was **December 13, 1988**, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 et seq.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the **Township of Hamilton** and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

A. The owner of the Property is required to notify the **Township of Hamilton, Piazza & Associates, Inc.** and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.

B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the Township of Hamilton.

C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Dorothy I. Russocki
Grantor

Record and Return to:
e-Title Solutions
466 Church Street
Hamilton, NJ 08620

Version 060223

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of OHIO:

County of Montgomery ss

I am either (check one) ___x_ a Notary Public or ____ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 10 day of May, 2012, Dorothy I. Russocki, Grantor, appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement).* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is $89,000.00.

Angela Armstrong
A NOTARY PUBLIC OF OHIO
My commission expires on 2/10/17

NOTARY PUBLIC STATE OF OHIO

ANGELA ARMSTRONG, Notary Public
In and for the State of Ohio
My Commission Expires Feb. 10, 2017

Record and Return to:
e-Title Solutions
466 Church Street
Hamilton, NJ 08620

Version 060223

INSTR # 2014001426
D BK 6186 PG 410 Pgs 410 - 416; (7 pgs)
RECORDED 01/14/2014 10:01:12 AM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY
RTF TOTAL TAX $87.00

Prepared by: Courtney Santarsiero
Courtney Santarsiero

Deed (7pgs) HAT
#58 L5226
100.00chg 87.00pd RTF

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt – With 95/5 Recapture

THIS DEED is made on this the Tenth day of 10, 2014, by and between

Courtney Santarsiero, formerly known as Courtney Sparano and Kevin Santarsiero, Wife and Husband (Grantor) whose address is 212 Recklesstown Way, Chesterfield, NJ 08515 and **Tameka McIntyre** (Grantee) whose post office is or is about to be 27 Lehavre Court, Hamilton, NJ 08619.

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of **Eighty-six Thousand, Nine Hundred four and 00/100** Dollars (**$86,904.00**), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of **Hamilton**, County of **Mercer**, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 429, and known by the street address:

27 Lehavre Court

Hamilton, New Jersey 08619

SEE LEGAL DESCRIPTION MORE PARTICULARLY DESCRIBED ON THE ATTACHED

SCHEDULE A-5

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

BEING the same land and premises conveyed to Courtney Sparano, unmarried by deed from Margaret P. Fox, widow, dated September 2, 2005, delivered on October 5, 2005, recorded October 17, 2005 in the Mercer County Clerk's Office in Deed Book 5189, page 272.

SCHEDULE A-5

ALL that certain Condominium Unit in the Township of Hamilton, County of Mercer and State of New Jersey, including the improvements and appurtenances thereto belonging, subject to the provisions on the Condominium Act of the State of New Jersey, P.L. 1969, c. 257, its amendments and supplements, and subject to the provisions of the SOCIETY HILL AT HAMILTON II CONDOMINIUM MASTER DEED, recorded in the Mercer County Clerk's Office in Deed Book 2449, page 88 on July 5, 1988, being designated as Unit K-2, in Building 11, said Unit being more specifically defined in the Master Deed hereinabove mentioned and which Unit is herewith conveyed in conformity with the Condominium Act of New Jersey aforesaid and included the fee in an undivided .25% interest in the General and Limited Common Elements of SOCIETY HILL AT HAMILTON II CONDOMINIUM.

BEING known as Tax Lot 429, Block 2167 as shown on the Township of Hamilton Tax Map.

COMMONLY known as 27 LeHavre Court.

GIT/REP-3
(5-12)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Courtney Santarsiero, formerly known as Courtney Sparano and Kevin Santarsiero, Wife and Husband

Current Resident Address:

Street: 212 Recklesstown Way

City, Town, Post Office	State	Zip Code
Chesterfield	NJ	08515

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
2167	429	

Street Address:
27 Lehavre Court

City, Town, Post Office	State	Zip Code
Hamilton	NJ	08619

Seller's Percentage of Ownership	Consideration	Closing Date
100%	$86,904.00	1/10/2014

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

1. [X] I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. [X] The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. [ ] I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. [ ] Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. [ ] Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. [ ] The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. [ ] The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).

   [ ] No non-like kind property received.
8. [ ] Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. [ ] The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. [ ] The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

1/10/14
Date

Courtney Santarsiero
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

1/10/14
Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

A. The Property may be conveyed only to a household who has been approved in advance and in writing by **the Township of Hamilton or Piazza & Associates, Inc.,** an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. At no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;

G. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration;

H. The Affordable Units are subject to a **thirty- year** affordability control period that commenced on the date of the first conveyance of title, which was **1/16/1989**, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 et seq.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the **Township of Hamilton** and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing

Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

A. The owner of the Property is required to notify the **Township of Hamilton, Piazza & Associates, Inc.** and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.

B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the Township of Hamilton.

C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

the presence of or attested
by:

Courtney Santarsiero, f/k/a Courtney Sparano
Grantor

Kevin Santarsiero
Grantor

Version 060223

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey:

ss

County of Mercer:

I am either (check one) __✓__ a Notary Public or ____ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 10th day of January, 2014, Courtney Santarsiero and Kevin Santarsiero, Grantor, appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement).* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is $86,904.00.

CATHERINE MARIE JENKINS
Notary Public, State of New Jersey
My Commission Expires March 29, 2015

RECORD
& RETURN
GENERAL ABSTRACT
1155 WHITEHORSE-MERCERVILLE RD.
HAMILTON, NJ 08619
(609) 586-6030

GC-50981

Version 060223

Prepared by: Britani Radice

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt – With 95/5 Recapture

THIS DEED is made on this the 22nd day of Dec., 2014, by and between

Britani Radice (Grantor) and Dorota Czynienik (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Eighty-three Thousand, five Hundred sixty two and 00/100 Dollars ($83,562.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 578, and known by the street address:

59 Lehavre Court

Hamilton, New Jersey 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26

INSTR # 2015000604 D BK 6209 PG 1869 01/06/2015 10:42:02 AM
PAULA SOLLAMI COVELLO COUNTY CLERK MERCER COUNTY NEW JERSEY
RTF TOTAL TAX $336.00

DDI 6209-1869 RTF-33655-12766

(N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

A. The Property may be conveyed only to a household who has been approved in advance and in writing by **the Township of Hamilton or Piazza & Associates, Inc.,** an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. At no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;

G. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration;

H. The Affordable Units are subject to a **thirty- year** affordability control period that commenced on the date of the first conveyance of title, which was **2/8/1989**, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 et seq.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the **Township of Hamilton** and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

A. The owner of the Property is required to notify the **Township of Hamilton, Piazza & Associates, Inc.** and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.

B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the Township of Hamilton.

C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Britani Radice
Grantor

the presence of or attested by:

Version 060223

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey:

ss

County of Mercer:

I am either (check one) ✓ a Notary Public or ____ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 22 day of December, 2014, Britani Radice, Grantor, appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement).* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is $83,562.00.

Elizabeth Kusnirik
Notary Public State of New Jersey
My Commission Expires
May 2, 2018

GIT/REP-3
(5-12)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)
Britani Radice

Current Resident Address:
Street: 59 Lehavre Court

City, Town, Post Office	State	Zip Code
Hamilton	NJ	08619

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
2167	578	

Street Address:
59 Lehavre Court

City, Town, Post Office	State	Zip Code
Hamilton	NJ	08619

Seller's Percentage of Ownership	Consideration	Closing Date
100%	$83,562.00	12/22/2014

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

1. [X] I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. [ ] The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. [ ] I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. [ ] Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. [ ] Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. [ ] The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. [ ] The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
   [ ] No non-like kind property received.
8. [ ] Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. [ ] The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. [ ] The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 56 (August 1, 2004), and was previously unrecorded.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

12/22/14
Date

Britani Radice
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

File Number: ET-3909

SCHEDULE A
LEGAL DESCRIPTION

ALL that certain lot, tract or parcel of land and premises situate in the , being more fully described as follows, to wit:

ALL that certain tract or parcel of land, situated, lying and being in the Township of Hamilton, County of Mercer, State of New Jersey, more particularly described as follows:

BEING known and designated as Unit No. E-3, Building No. 12, situate in Society Hill at Hamilton II condominium, established in accordance with the N.J.S.A. 46:8b-1, et seq., together with an undivided 0.250 interest in the General Common elements of said condominium appurtenant to the aforesaid unit in accordance with and subject to the terms, conditions, covenants, restrictions, reservations, easements, lien as for assessments, and other provisions as set forth in the current Master Deed dated 06/27/1988, and recorded 07/05/1988, in the Office of the Mercer Clerk/Register in Deed Book 2449, page 88, as same may now or hereafter be lawfully amended.

NOTE FOR INFORMATION ONLY: Being Lot(s) 578, Block 2167; Tax Map of the Township of Hamilton, County of Mercer, State of New Jersey. Commonly known as 59 Lehavre Court

Version 060223

Record + Return To
All Service Abstract
314 West Lincoln Highway
Suite 1
Penndel, PA 19047 AST-3936

Prepared by: L. Barreto

Deed

6 pages

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt – With 95/5 Recapture

THIS DEED is made on this the 15th day of May, 2015 by and between

Henryk Zajac by Jadwiga Zajac, his duly appointed Attorney-in-Fact (Grantor) and **Hassane Zraidi & Siham Serghini (H&W)** (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of **Eight- Five Thousand, and 00/100** Dollars **($85,000.00)**, the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of **Hamilton**, County of **Mercer**, State of New Jersey, and described more specifically as Block No. **2167** Lot No. **605**, and known by the street address:

10 Versailles Court

Hamilton, New Jersey 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

INSTR # 2015035707
O BK 6225 PG 660 Pgs
RECORDED 08/07/2015
PAULA SOLLAMI COVERT
MERCER COUNTY, NEW JERSEY
RTF TOTAL TAX

DDI
Cpy
$93.00
5302

This is not a certified copy

Exhibit A

PROPERTY. The property consists of the land and all buildings and structures on the land in the Township of Hamilton, County of Mercer and State of New Jersey. The legal description is:

Unit No. D-1, in Building No. 14, in Society Hill at Hamilton II Condominium together with an undivided .25 percent interest in the common elements appurtenant thereto as amended from time to time, in accordance with and subject to the terms, limitations, conditions, covenants, restrictions, and other provisions of Society Hill at Hamilton II Condominium, Master Deed and Declaration of Restrictive and Protective Covenants dated June 27, 1988, and recorded on July 5, 1988, in the Office of the Clerk of Mercer County in Deed Book 2449, Page 88, et seq., as amended from time to time.

FOR INFORMATIONAL PUROSES ONLY: BEING Lot 605, in Block 2167 on the Hamilton Township Tax Map.

BEING Commonly known as 10 Versailles Court, Hamilton, New Jersey 08619.

BEING THE SAME PREMISES which became vested in Henry Zajac by deed from Estate of Carmela M. Orlando, by Neal Orlando, Jr., Executor, dated October 6, 2000, recorded November 14, 2000, in the Clerk's Office of the County of Mercer, New Jersey, in Deed Book 3943, page 274.

This is not a certified copy

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

A. The Property may be conveyed only to a household who has been approved in advance and in writing by **the Township of Hamilton or Piazza & Associates, Inc.,** an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. At no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;

G. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration;

H. The Affordable Units are subject to a **thirty- year** affordability control period that commenced on the date of the first conveyance of title, which was 7/26/21, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 et seq.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the **Township of Hamilton** and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

This is not a certified copy

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

A. The owner of the Property is required to notify the **Township of Hamilton, Piazza & Associates, Inc.** and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.

B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the Township of Hamilton.

C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

HENRYK ZAJAC
by Jadwiga Zajac
Attorney in Fact

Henryk Zajac by Jadwiga Zajac, his
Attorney-in-Fact
Grantor

the presence of or attested by: _____

This is a Certified Copy

This is not a Certified copy

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey:

ss

County of Mercer:

I am either (check one) ✓ a Notary Public or ___ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 15th day of May, 2015, **Henryk Zajac by Jadwiga Zajac, his Attorney-in-Fact,** Grantor, appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement).* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is **$85,000.00.**

Karen M. Hudnell

KAREN M. HUDNELL
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 9, 2019

GIT/REP-3
(5-12)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)
Henryk Zajac

Current Resident Address:
Street: 10 Versailles Court
City, Town, Post Office: Hamilton
State: NJ
Zip Code: 08619

PROPERTY INFORMATION (Brief Property Description)

Block(s): 2167
Lot(s): 605
Qualifier:
Street Address: 10 Versailles Court
City, Town, Post Office: Hamilton
State: NJ
Zip Code: 08619
Seller's Percentage of Ownership: 100%
Consideration: $85,000.00
Closing Date: 5/15/15

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

1. [x] I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. [ ] The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. [ ] I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. [ ] Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. [ ] Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. [ ] The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. [ ] The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 121, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
   [ ] No non-like kind property received.
8. [ ] Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. [ ] The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. [ ] The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☒ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

May 15, 2015
Date

HENRYK ZAJAC by Tatyana Zajac
Attorney in Fact
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

TRUE COPY
Recorded
FOR

DB16P40 K213
BTF 312.00K2R

updated June 2007

APPENDIX B

MANDATORY DEED FORM FOR OWNERSHIP 95/5 UNITS

818-51907

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt – With 95/5 Recapture

THIS DEED is made on this the 17th day of December, 2009 by and between

Felix Pratico III (Grantor) and Michael Perro (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Seventy seven thousand, eight hundred and forty eight ($77,848.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 603, and known by the street address: 12 Versailles Court Court, mailing address:

12 Versailles Court
Hamilton, NJ 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

STEWART TITLE GUARANTY COMPANY

File Number: 818-51907

SCHEDULE C
LEGAL DESCRIPTION

ALL that certain tract or parcel of land, situated, lying and being in the Township of Hamilton, County of Mercer, State of New Jersey, more particularly described as follows:

ALL that certain Condominium Unit in the Township of Hamilton, County of Mercer and State of New Jersey, including the improvements and appurtenances thereto belonging, subject to the provisions on the Condominium Act of the State of New Jersey, P.L. 1969, c. 257, its amendments and supplements, and subject to the provisions of the Society Hill at Hamilton II Condominium Master Deed, recorded in the Mercer County Clerk's Office in Deed Book 2449, Page 88 on July 5, 1988, being designated as Unit D-3, in Building 14, said Unit being more specifically defined in the Master Deed hereinabove mentioned and which Unit is herewith conveyed in conformity with the Condominium Act of New Jersey aforesaid and included the fee in an undivided .25% interest in the General and Limited Common Elements of Society Hill at Hamilton II Condominium. .

The above description is in accordance with a Survey Certificate made by Avi Luzon, PLS, dated October 20, 2009.

NOTE: Being Lot: 603, Block: 2167; Tax Map of the Township of Hamilton, County of Mercer, State of New Jersey.

NOTE FOR INFORMATION ONLY: Mailing Address is 12 Versailles Court , Hamilton, NJ 08619-4638

NOTE: Lot and Block shown for informational purposes only.

In compliance with the statute I have presented an abstract of the within to the Assessor of the taxing district therein mentioned.
PAULA SOLLAMI-COVELLO
MERCER COUNTY CLERK

updated June 2007

A. The Property may be conveyed only to a household who has been approved in advance and in writing by Community Grants, Planning & Housing, LLC, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;

H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration;

I. The Affordable Units are subject to a 30 year affordability control period that commenced on the date of first conveyance of title, which is July 24, 1989, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 et seq.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

updated June 2007

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

A. The owner of the Property is required to notify the Montgomery Township Administrative Agent and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.

B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the New Jersey Department of Community Affairs, acting as receiving agent for the local municipality.

C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Signed, sealed and delivered in
The presence of or attested by:

ANTONIO MARTINEZ, ESQ.
Attorney at Law
456 Hamilton Avenue
Trenton, NJ 08609

_____ [seal]

_____ [seal]

_____ [seal]

_____ [seal]

GIT/REP-3
(10-09)

State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)
FELIX PRATICO, III

Current Resident Address:
Street: 12 VERSAILLES COURT
City, Town, Post Office
HAMILTON
State: NJ
Zip Code: 08619

PROPERTY INFORMATION (Brief Property Description)

Block(s): 2167
Lot(s): 603
Qualifier:
Street Address: 12 VERSAILLES COURT
City, Town, Post Office
HAMILTON
State: NJ
Zip Code: 08619
Seller's Percentage of Ownership: 100%
Consideration: 77848.00
Closing Date:

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and Non-residents)

1. [X] I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. [ ] The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. [ ] I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. [ ] Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. [ ] Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. [ ] The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. [ ] The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
   [ ] No non-like kind property received.
8. [ ] Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

12/17/09
Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Vol 6033 Pg 630

updated June 2007

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

ANTONIO MARTINEZ, ESQ.
Attorney at Law
456 Hamilton Avenue
Trenton, NJ 08609

State of New Jersey, County of Mercer

I am either (check one) ____ a Notary Public or ____ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 17th day of December, 20 09 _____ appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement).* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is $_____.

_____
Officer's signature: Sign above and print, stamp or type name below

ANTONIO MARTINEZ, ESQ.
Attorney at Law
456 Hamilton Avenue
Trenton, NJ 08609

CORPORATE PROOF BY SUBSCRIBING WITNESS

State of New Jersey, County of _____

I am either (check one) ____ a Notary Public or ____ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the ____ day of _____, 20__, _____ (hereinafter the "Witness") appeared before me in person. The Witness was duly sworn by me, and under oath stated and proved to my satisfaction that:

1. The Witness is the _____ secretary of the corporation which is the Grantor described as such in this deed (hereinafter the "Corporation").

2. _____, the officer who signed this Deed is the *(title)*_____ of the Corporation (hereinafter the "Corporate Officer").

3. The making, signing, sealing and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.

4. The Witness knows the corporate seal affixed to this Deed is the corporate seal of the Corporation. The Corporate Officer affixed the seal to this Deed. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts.

The Witness also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is $ 77,848.00 .

Sworn and signed before me on the date above written:

_____
Witness: Sign above and print or type name below

_____
Officer's signature: Sign above, and print stamp or type name below

Mercer County Clerk's Office

Return To:

E-LAND TITLE SOLUTIONS
LOC GROVE DESIGN CTR
466 CHURCH ST
HAMILTON NJ 08620

Index DEED
Book 08951 Page 0163
No. Pages 0007
Instrument REGULAR DEED
Date : 11/03/2008
Time : 12:55:12
Control # 200811030621
INST# RD 2008 038166

BASUBCHAK
DANA
ATWOOD
AMY

Employee ID JANGOTTI

RECORDING	$	28.00
RECORDING	$	27.00
DD1 T1 CO	$	76.50
DD1 T1 PUB	$	38.25
DD1 T1 ST	$	191.25
DD1 T2 CO	$	.00
DD1 T2 EX	$	.00
DD1 T2 NPN	$	.00
DD1 T2 PUB	$	.00
All Other	$	35.00
Total:	$	396.00

Detail

Consideration Amount	$	76,302.00
RTF Standard Tier 1	$	306.00
RTF Standard Tier 2	$	.00
RTF Standard Tier 3	$	.00
Total	$	306.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

**********PLEASE NOTE:**********
* DO NOT REMOVE THIS COVER SHEET - *
* IT CONTAINS ALL RECORDING INFORMATION *
****

Paula Sollami-Covello
Mercer County Clerk



VOL 5951 PG 163

updated June 2007

DDI LR 796.00
RTF 304.00
Cert 93 MAT

APPENDIX B

Prepared by:
Dorothy Lawlor
Administrative Agent,
Hamilton Township

TRANSFER RECORDED
TOWNSHIP OF HAMILTON
No. 160348
DEC 12 2008
Map 138
Block 2167
Lot 784

MANDATORY DEED FORM FOR OWNERSHIP 95/5 UNITS

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt – With 95/5 Recapture

THIS DEED is made on this the 17th day of October, 2008 by and between

Dana Rabuschak (Grantor) and Amy Atwood (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Seventy six thousand, three hundred and two dollars ($76,302.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 784, and known by the street address: 870 Chambord Court Court, mailing address:

80 Chambord Court
Hamilton, NJ 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

Updated June 2007

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Hamilton, County of Mercer, State of New Jersey, and being more particularly described as follows:

BEING KNOWN AND DESIGNATED AS J-3 in Building No. 4, in "Society Hill at Hamilton II," together with an undivided .25 percentage interest in and to the common elements appurtenant thereto, in accordance with, and subject to the terms, conditions, provisions, covenants, restrictions, easements, and other matters contained in the Master Deed for said Society Hill at Hamilton II, which Master Deed was dated May 27, 1988, and recorded on June 3, 1988 in the Clerk's Office of the County of Mercer, in Deed Book 2449, Page 88, as the same may hereafter be lawfully amended.

updated June 2007

A. The Property may be conveyed only to a household who has been approved in advance and in writing by Community Grants, Planning & Housing, LLC, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;

H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration;

I. The Affordable Units are subject to a 30 year affordability control period that commenced on the date of first conveyance of title, which is December 8, 1988, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 et seq.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

RECEIVED
JAN 21 2014
By

State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

GIT/REP-3
(12-07)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Dana Babuschak Hanf and Stuart Hanf, her husband

Current Resident Address:

Street 80 Chambord Court

City, Town, Post Office

	State	Zip Code
Hamilton	nj	08619

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
2167	784	

Street Address:

80 Chambord Court

City, Town, Post Office

	State	Zip Code
Hamilton	nj	08619

Seller's Percentage of Ownership	Consideration	Closing Date
100%	76,202.00	10/17/2008

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. ☒ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☒ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. ☐ The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
   ☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

10-17-08
Date

Dana Babuschak Hanf
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

YOL 5951 PG 157

updated June 2007

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

A. The owner of the Property is required to notify the Montgomery Township Administrative Agent and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.

B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the New Jersey Department of Community Affairs, acting as receiving agent for the local municipality.

C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Rosemary Tidal

Signed, sealed and delivered in
The presence of or attested by:

x Donna Baburchak Hart seal (1)

_____ [seal]

_____ [seal]

_____ [seal]

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updated June 2007

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Mercer

I am either (check one) ___ a Notary Public or ___ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 17 day of October, 20 08 Dana Babuschak Hanf appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement).* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is $ 76,302.00

ROSEMARY FEDAK NOTARY PUBLIC MY COMMISSION EXPIRES MARCH 23 2010 BURLINGTON CO. N.J.

Rosemary Fedak
Officer's signature: Sign above, and print stamp or type name below

CERTIFICATE OF PROOF BY SUBSCRIBING WITNESS

State of New Jersey, County of _____

I am either (check one) ___ a Notary Public or ___ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the ___ day of _____, 20___, _____ (hereinafter the "Witness") appeared before me in person. The Witness was duly sworn by me, and under oath stated and proved to my satisfaction that:

1. The Witness is the _____ secretary of the corporation which is the Grantor described as such in this deed (hereinafter the "Corporation").
2. _____, the officer who signed this Deed is the *(title)* _____ of the Corporation (hereinafter the "Corporate Officer").
3. The making, signing, sealing and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.
4. The Witness knows the corporate seal affixed to this Deed is the corporate seal of the Corporation. The Corporate Officer affixed the seal to this Deed. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts.

The Witness also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is $_____.

Sworn and signed before me on the date above written.

In compliance with N.J.S.A. 46:15-5, I have presented an original of the within to the Assessor of the aforesaid district

_____
Witness: Sign above and print or type name below

_____
Officer's signature: Sign above, and print stamp or type name below

PAULA SULLAMI-COVELLO
MERCER COUNTY CLERK

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END OF DOCUMENT

Mercer County Clerk's Office

This is not a certified copy

Return To:

UNITED LENDER SERVICES CORP.
2000 CLIFF MINE RD, STE 610
PITTSBURGH, PA 15275

Index DEEDS

Book 06112 Page 0398

No. Pages 0008

Instrument SR CIT/LOW MOD

Date : 7/05/2011

Time : 11:49:46

Control # 201107050222

INST# RD 2011 018843

DILAPO
MARY ANN
LAMONTAGNE
DONALD JR

Employee ID AHERNAND

RECORDING	$	30.00
RECORDING	$	30.00
DD2 T1 CO	$	108.00
DD2 T2 NPN	$	.00
DARM $3	$	21.00
DARM $3	$	3.00
NMD1PA	$	14.00
NJPRPA	$	2.00
	$	.00
Total:	$	208.00

Detail

Consideration Amount	$	107,719.00
RTF Sr/Lo/Mod Tier 1	$	108.00
RTF Sr/Lo/Mod Tier 2	$	.00
	$	.00
Total	$	108.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

**********PLEASE NOTE:**********
* DO NOT REMOVE THIS COVER SHEET - *
* IT CONTAINS ALL RECORDING INFORMATION *
****

Paula Sollami-Covello
Mercer County Clerk

D061120398DD2HAT

VOL 6112 PG 398

DD2 (4pgs)

Version 060223

100.00 108.00 RTF

Prepared by: Tina E Bernstein

TINA E. BERNSTIEN
Attorney at Law of New Jersey

Return to:
United Lender Services Corp.
2000 Cliff Mine Road, Suite 610
Park West Two
Pittsburgh, PA 15275

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt – With 95/5 Recapture

THIS DEED is made on this the 20 day of June, 2011, by and between Mary Ann DiLapo (Grantor) and Donald LaMontagne, Jr. (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of One Hundred Seven Thousand, Seven Hundred Nineteen and 00/100 Dollars ($107,719.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 604, and known by the street address:

11 Versailles Court

Hamilton, New Jersey 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26

This is not a certified copy

(N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

A. The Property may be conveyed only to a household who has been approved in advance and in writing by **the Township of Hamilton or Piazza & Associates, Inc.,** an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. At no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;

G. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration;

H. The Affordable Units are subject to a **thirty- year** affordability control period that commenced on the date of the first conveyance of title, which was **July 31, 1989**, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 et seq.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the **Township of Hamilton** and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

This is not a certified copy

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

A. The owner of the Property is required to notify the Township of Hamilton, Piazza & Associates, Inc. and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.

B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the Township of Hamilton.

C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Dominic Santora, as atty in fact for Mary Ann DiLapo
Mary Ann DiLapo
Grantor

Mary Ann DiLapo

the presence of or attested by: Tina E. Bernstein
Tina E. Bernstein

This is not an official copy

06/17/2011 FRI 13:00 FAX 006/017

Version 060223

This is not a certified copy

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey:

ss

County of MERCER

I am either (check one) ____ a Notary Public or ____ an Attorney at Law of N.J., an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 20 day of June, 2011, Mary Ann DiLapo, Grantor, appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement).* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is $107,719.00.

Tina E. Bernstien

TINA E. BERNSTIEN
Attorney at Law of New Jersey

BOOK 6112 PG 402

06/17/2011 FRI 13:00 FAX 007/017

This is a Certified Copy

Exhibit A

LEGAL DESCRIPTION:

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS ALL THAT CERTAIN PROPERTY SITUATED IN THE COUNTY OF MERCER, AND STATE OF NJ AND BEING DESCRIBED IN A DEED DATED 02/14/2002 AND RECORDED 02/22/2002 IN BOOK/ PAGE:4228/286 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:

THE PROPERTY CONSISTS OF THE LAND AND ALL THE BUILDINGS AND STRUCTURES ON THE LAND IN THE TOWNSHIP OF HAMILTON COUNTY OF MERCER AND STATE OF NEW JERSEY. THE LEGAL DESCRIPTION IS:

ALL THAT CERTAIN CONDOMINIUM UNIT IN THE TOWNSHIP OF HAMILTON, COUNTY OF MERCER AND STATE OF NEW JERSEY, INCLUDING THE IMPROVEMENTS AND APPURTENANCES THERETO BELONGING, SUBJECT TO THE PROVISIONS ON THE CONDOMINIUM ACT OF THE STATE OF NEW JERSEY, P.L. 1969, C. 257, ITS AMENDMENTS AND SUPPLEMENTS, AND SUBJECT TO THE PROVISIONS OF THE SOCIETY HILL AT HAMILTON II CONDOMINIUM MASTER DEED, RECORDED IN THE MERCER COUNTY CLERK'S OFFICE IN DEED BOOK 2449, PAGE 88 ON JULY 5, 1988, BEING DESIGNATED AS UNIT D-2, IN BUILDING 14, SAID UNIT BEING MORE SPECIFICALLY DEFINED IN THE MASTER DEED HEREINABOVE MENTIONED AND WHICH UNIT IS HEREWITH CONVEYED IN CONFORMITY WITH THE CONDOMINIUM ACT OF NEW JERSEY AFORESAID AND INCLUDED THE FEE IN AN UNDIVIDED .25% INTEREST IN THE GENERAL AND LIMITED COMMON ELEMENTS OF SOCIETY HILL AT HAMILTON II CONDOMINIUM.

COMMONLY KNOWN AS 11 VERSAILLES COURT.

BEING KNOWN AS TAX LOT 604 BLOCK 2167 AS SHOWN ON THE TOWNSHIP OF HAMILTON TAX MAP.

Parcel ID(s): 2167-604

~~Page 8 of 8~~

In compliance with the statute I have presented an abstract of the within to the Assessor of the taxing district therein mentioned.

PAULA SOLLAMI-COVELLO
MERCER COUNTY CLERK

VOL 6112PG403

610/600

GIT/REP-3
(6-10)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)
Mary Ann DiLapo

Current Resident Address:

Street: P.O. Box 5924

City, Town, Post Office	State	Zip Code
TRENTON	NJ	08638

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
2167	604	

Street Address:
11 Versailles Court

City, Town, Post Office	State	Zip Code
Hamilton Township	NJ	08619

Seller's Percentage of Ownership	Consideration	Closing Date
100%	$107,719.00	6-20-11

SELLER ASSURANCES (Check the Appropriate Box, (Boxes 2 through 8 apply to Residents and Non-residents)

1. ☐ I am a resident taxpayer (Individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☒ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. ☐ The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
   ☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☑ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

June 20, 2011
Date

Dominic Santoya, an atty in fact for Mary Ann DiLapo
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

VOL 6112PG404
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

THIS DOCUMENT IS NOT OFFICIAL UNTIL RECORDED

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY
} SS.
COUNTY MERCER County Municipal Code 1103

MUNICIPALITY OF PROPERTY LOCATION HAMILTON

FOR RECORDER'S USE ONLY	
Consideration	$
RTF paid by seller	$
Date	By

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE *(Instructions #3 and #4 on reverse side)*

Deponent, Mary Ann DiLapo (Name), being duly sworn according to law upon his/her oath, deposes and says that he/she is the GRANTOR (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) in a deed dated _____ transferring real property identified as Block number 2167 Lot number 604 located at 11 Versailles Court, Hamilton, NJ (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 107,719.00 *(Instructions #1 and #5 on reverse side)* ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one) If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) **REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:**
(Instructions #6A and #7 on reverse side)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

$ _____ % = $ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE *(Instruction #8 on reverse side)*
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C 66, P.L. 2004, for the following reason(s): More reference to exemption symbol is insufficient Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE *(Instruction #9 on reverse side)*
NOTE: All boxes below apply to grantor(s) *only*. **ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED.** Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

A. **SENIOR CITIZEN** Grantor(s) ☐ 62 years of age or over* *(Instruction #9 on reverse side for A or B)*
B. **BLIND PERSON** Grantor(s) ☐ legally blind or,*
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY

C. **LOW AND MODERATE INCOME HOUSING** *(Instruction #9 on reverse side)*
☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.
☒ Meets income requirements of region. ☒ Subject to resale controls.

(6) NEW CONSTRUCTION *(Instructions #2, #10, #12 on reverse side)*
☐ Entirely new improvement. ☐ Not previously occupied.
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES *(Instructions #5, #12, #14 on reverse side)*
☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006

Subscribed and sworn to before me
this 20 day of June, 20

Dominic Tortora, as atty in fact for Mary Ann DiLapo
Signature of Deponent

Mary Ann DiLapo
Grantor Name

11VersaillesCt,Hamilton,NJ
Deponent Address

11 VersaillesCt,Hamilton, NJ08619
Grantor Address at Time of Sale

XXX-XXX-293
Last three digits in Grantor's Social Security Number

Name/Company of Settlement Officer

Tina E. Bernstein
TINA E. BERNSTEIN
Attorney at Law of New Jersey

FOR OFFICIAL USE ONLY	
Instrument Number	County
Deed Number	Book Page
Deed Dated	Date Recorded

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to.

STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at: www.state.nj.us/treasury/taxation/lpt/localtax.shtml

END OF DOCUMENT

VOL 6112 PG 405

Recorded Copy

001 Version 060223

INSTR # 2013014759
O BK 6166 PG 1331 Pgs 1331 - 1335; (5 pgs)
RECORDED 03/13/2013 10:16:13 AM
PAULA SOLLAMI COLEMAN COUNTY CLERK
MERCER COUNTY, NEW JERSEY
RTF/TOTAL $260.00

Prepared by Nina Cottage closing agent #189848

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt – With 95/5 Recapture

THIS DEED is made on this the 15 day of NOV, 2012, by and between

US BANK NATIOANL ASSOCIATION AS TRUSTEE IN TRUST FOR THE BENEFIT OF HTE CERTIFIEHOLDERS FOR CITIGROUP MORTGAGE LOAN TRUST INC 2006-AMC1 ASSET BACKED PASS THROUGH CERTIFICATES SERIS 2006-AMC1, BY HOMEWARD RESIDENTIAL, INC., FKA AMERICAN HOME MORTGAGE SERVICING INC., AS ITS ATTORNEY IN FACT (Grantor) and **Aleksandra Babyak** (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of- **Sixty-Five Thousand and 00/100** Dollars **($65,000.00)**, the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of **Hamilton**, County of **Mercer**, State of New Jersey, and described more specifically as Block No. **2167** Lot No. **538**, and known by the street address:

11 Cheverny Court

Hamilton, New Jersey 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

(2) Deed. 5pgs. 83.00 RTF 260.00

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

A. The Property may be conveyed only to a household who has been approved in advance and in writing by the Township of Hamilton or Piven & Associates, Inc., an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. At no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

G. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

H. The Affordable Units are subject to a thirty-year affordability control period that commenced on the date of the first conveyance of title, which was December 15, 1998, of the Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the covenants required by N.J.S.A. 5:80-26.1 et seq.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Township of Hamilton and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing

Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

A. The owner of the Property is required to notify the Township of Hamilton, Pinizzi & Associates, Inc. and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.

B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the Township of Hamilton.

C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Phyllis Washington
Assistant Secretary

US BANK NATIONAL ASSOCIATION AS TRUSTEE IN TRUST FOR THE BENEFIT OF THE CERTIFICATEHOLDERS FOR CITIGROUP MORTGAGE LOAN TRUST INC 2006-AMC1 ASSET BACKED PASS

Version 060223

THROUGH CERTIFICATES SERIS 2006-AMC1, BY HOMEWARD RESIDENTIAL, INC., FKA AMERICAN HOME MORTGAGE SERVICING INC., AS ITS ATTORNEY IN FACT

the presence of or attested by Shunna Dykes

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Texas
ss
County of Dallas

I am either (check one) ✓ a Notary Public or ___ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 15 day of NOV., 2012, Phillis Washington Granter, appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement).* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is $65,000.00.

Melissa Nettles

MELISSA NETTLES
Notary Public, State of Texas
My Commission Expires
September 21, 2016

R & R
Powerlink Settlement Services
345 Rouser Rd
Fl 4
Coraopolis PA 15108

(7) Version 060223

INSTR # 2014023209
D BK 6194 PG 1152 Pgs 1152 - 1158; (7 pgs)
RECORDED 06/06/2014 10:21:47 AM
PAULA SOLLAMI, OVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY
RTF TOTAL TAX 4596.00

Prepared By:

Record and Return to:
WEICHERT CLOSING SERVICES CO.
220 Commerce Drive, Suite 105
Ft. Washington, PA 19034
215-643-3317

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt – With 95/5 Recapture

THIS DEED is made on this the 28th day of May, 2014, by and between

John M. Marchetti (Grantor) and Lorraine Hemans (Grantee).
by His Attorney-In-Fact , Unmarried
John A. Marchetti

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of One Hundred Forty-nine Thousand and 00/100 Dollars ($149,000.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 516, and known by the street address:

29 Cheverny Court

Hamilton, New Jersey 08619

Being further described on Schedule A hereto

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

A. The Property may be conveyed only to a household who has been approved in advance and in writing by **the Township of Hamilton or Piazza & Associates, Inc.,** an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. At no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;

G. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration;

H. The Affordable Units are subject to a **thirty- year** affordability control period that commenced on the date of the first conveyance of title, which was **1/19/1989**, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 et seq.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the **Township of Hamilton** and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5,.Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

A. The owner of the Property is required to notify the **Township of Hamilton, Piazza & Associates, Inc.** and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.

B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the Township of Hamilton.

C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

John M. Marchetti by his attorney-in-fact, his attorney in fact
John A. Marchetti
Grantor

the presence of or attested by: _____

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey:
ss
County of Mercer:

I am either (check one) ____ a Notary Public or __X__ an Attorney at Law, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 28th day of May, 2014, John A. Marchetti, attorney- in-fact for John M. Marchetti, Grantor, appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement).* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is $149,000.00.

Harry P. O'Malley
Attorney at Law of New Jersey

Fidelity National Title Ins Co

Commitment

Agent File No.: W-267386

SCHEDULE C
DESCRIPTION

All that certain tract or parcel of land, situated, lying and being in the Township of Hamilton in the County of Mercer and the State of New Jersey, more particularly described as follows:

Being Unit No. B-1, in Building No. 7, in Society Hill at Hamilton II, Condominium together with an undivided 0.25 percent interest in the Common Elements appurtenant thereto as amended from time to time, in accordance with and subject to the terms, limitations, conditions, covenants, restrictions, and other provisions of Society Hill at Hamilton II, Condominium Master Deed and Declaration of Restrictive and Protective Covenants dated June 27, 1988 and recorded on July 5, 1988 in the Office of the Clerk of Mercer County in Deed Book 2449 page 88, amended/supplemented in Deed Book 2456 page 290, Deed Book 2458 page 711, and as the same may now or hereafter be lawfully amended.

The above description was drawn in accordance with a survey made by Morgan Engineering, LLC, dated May 9, 2014.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as 29 Cheverny Court (Unit B-1), Trenton, New Jersey 08619, Lot 516, Block 2167 of the official Tax Map of the Township of Hamilton.

(W-267386.PFD/W-267386/113)

CT12-2429

Version 060223

Record and Return to
CoreTitle
1300 Route 73, Suite 112
Mt. Laurel, NJ 08054

Deed 60.00 HAT
9460 9461
93.00 Pd 440.00 Pd RTF

Prepared by: DAVID R. FRAYTAK, JR.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

INSTR # 2012047398
D BK 6156 PG 372 Pgs 372 - 377; (6 pgs)
RECORDED 09/19/2012 12:38:45 PM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY
RTF TOTAL TAX $440.00

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt – With 95/5 Recapture

THIS DEED is made on this the 6th day of Sept, 2012, by and between David R. Fraytak, Jr. and Amanda Fraytak, h/w (Grantor) and Richard Mieliwocki (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of One Hundred Ten Thousand and 00/100 Dollars ($110,000.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 428, and known by the street address:

26 Lehavre Court

Hamilton, New Jersey 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26

File No. CT12-2429

LEGAL DESCRIPTION

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Hamilton, County of Mercer, State of New Jersey, and being more particularly described as follows:

Known and designated as Unit No. K-1 in Building 11 situate in Society Hill at Hamilton II, a condominium, established in accordance with the N.J.S.A. 46:8B-1, et seq., together with an undivided .25% interest in the General Common elements of said condominium appurtenant to the aforesaid unit in accordance with and subject to the terms, conditions, covenants, restrictions, reservations easements, lien as for assessments, and other provisions as set forth in the current Master Deed recorded July 5, 1988 in the Office of the Mercer Clerk/Register in Deed Book 2449, Page 88, as same may now or hereafter be lawfully amended.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 428 in Block 2167 on the Township of Hamilton Tax Map.

COMMONLY KNOWN AS: 26 Lehavre Court, Township of Hamilton, New Jersey.

(N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

A. The Property may be conveyed only to a household who has been approved in advance and in writing by **the Township of Hamilton or Piazza & Associates, Inc.,** an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. At no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;

G. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq*., shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration;

H. The Affordable Units are subject to a **thirty- year** affordability control period that commenced on the date of the first conveyance of title, which was **May 20, 1996**, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 et seq.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the **Township of Hamilton** and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

A. The owner of the Property is required to notify the **Township of Hamilton, Piazza & Associates, Inc.** and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.

B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the Township of Hamilton.

C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

David R. Fraytak, Jr.
Grantor

Amanda Fraytak

the presence of or attested by: _____

Version 060223

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey:

ss

County of Mercer

I am either (check one) ✓ a Notary Public or ____ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 6 day of September, 2012, David R. Fraytak, Jr. & Amanda Fraytak appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement).* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is $110,000.00.

GINA M. SMASHEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 26, 2017

Version 060223

J # 14NJ 31994
CHARGE, RECORD RETURN
TRIDENT LAND TRANSFER CO. NJ
3 EXECUTIVE CAMPUS
SUITE 100
CHERRY HILL, NJ 08002

Prepared by: Kevin P. Nowinski, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt – With 95/5 Recapture

THIS DEED is made on this the 26th day of September, 2014, by and between

Linda A. Midura (Grantor) and Lorri Jewett (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of One Hundred Nine Thousand, Nine Hundred and 00/100 Dollars ($109,900.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2617 Lot No. 579, and known by the street address:

56 Lehavre Court

Hamilton, New Jersey 08619

INSTR # 2014041977
D BK 6203 PG 1021 Pgs 1021 - 1026; (6 pgs)
RECORDED 10/02/2014 09:58:29 AM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY
RTF TOTAL TAX $449.00

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26

Deed
Wpg #93
RTF #440 #9765.

TITLE RESOURCES GUARANTY COMPANY

Commitment No.: 14NJ31994

SCHEDULE C
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

LAND AND PREMISES situate in the Township of Hamilton, County of Mercer and State of New Jersey as follows:

The following real property, including the appurtenances thereto in fee simple, subject to the provisions of the New Jersey Condominium Act (R.S. 46:8B-1, et seq), its amendments and supplements and to the provisions of the Master Deed of Society Hill at Hamilton II Condominium, a condominium, dated June 27, 1988, recorded July 5, 1988, in the Mercer County Clerk's Office in Deed Book 2449 page 88; and being more particularly described as Unit J-3, Building 12 in said condominium and an undivided 0.25 % interest (subject to dilution) in the common elements of said condominium, which Unit and common elements have been more specifically defined in the Master Deed aforesaid, as same may be lawfully amended time to time of said Master Deed in conformity with R.S. 46:8B-10.

TAX NOTE: Being known as Block 2167, Lot 579 on the official tax map (For informational purposes only).

(N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

A. The Property may be conveyed only to a household who has been approved in advance and in writing by **the Township of Hamilton or Piazza & Associates, Inc.,** an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. At no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;

G. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq*., shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration;

H. The Affordable Units are subject to a **thirty- year** affordability control period that commenced on the date of the first conveyance of title, which was **1/27/1989**, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 et seq.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the **Township of Hamilton** and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

A. The owner of the Property is required to notify the **Township of Hamilton, Piazza & Associates, Inc.** and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.

B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the Township of Hamilton.

C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Linda A. Midura
Grantor

the presence of or attested by:
Kevin P. Nowinski

Version 060223

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey:

ss

County of Mercer:

I am either (check one) ____ a Notary Public or ____ a An Attorney At Law in the State of New Jersey, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 26th day of September, 2014, Linda A. Midura, Grantor, appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement).* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is $109,900.00.

Kevin P. Nerwinski, An Attorney At Law in the State of New Jersey

GIT/REP-3
(5-12)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Names(s)
Linda A. Midura

Current Resident Address:
Street: 5806-B Adelaide Dr.
City, Town, Post Office: Mt. Laurel | State: NJ | Zip Code: 08054

PROPERTY INFORMATION (Brief Property Description)

Block(s): 2167 | Lot(s): 579 | Qualifier:
Street Address: 56 Lehavre Court
City, Town, Post Office: Hamilton | State: NJ | Zip Code: 08619
Seller's Percentage of Ownership: 100% | Consideration: 109,900.00 | Closing Date: 9/26/2014

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☒ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. ☐ The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
   ☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. ☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

9/26/2014
Date

Linda A Midura
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

2 ec
2 NO
9
RR
D30

Version 060223

INSTR # 201206518?
D BK 6161 PG 1827 Pgs 1827 - 1830; (4 pgs)
RECORDED 12/26/2012 11:16:40 AM
PAULA SOLLAMO COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

Prepared by: John Jacobson

Deed

D12-043-HLT

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt – With 95/5 Recapture

THIS DEED is made on this the 10 day of Nov., 2012, by and between

Dennis P. Pelehaty (Grantor) and Ashley Henry (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of One Hundred Thirty-two Thousand, Eight Hundred Sixty-eight and 00/100 Dollars ($132,868.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 626, and known by the street address:

34 Versailles Court

Hamilton, New Jersey 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants

WESTCOR LAND TITLE INSURANCE COMPANY

SCHEDULE A
(Continued)
LEGAL DESCRIPTION

File No. **NJ12-0443-WLT**

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Hamilton, County of Mercer, State of New Jersey, and being more particularly described as follows:

BEING KNOWN AND DESIGNATED AS Unit No. K-3 in Building No. 15, in "Society Hill at Hamilton II Condominium," together with an undivided .25 percentage interest in and to the common elements appurtenant thereto, in accordance with, and subject to the terms, conditions, provisions, covenants, restrictions, easements, and other matters contained in the Master Deed for said Society Hill at Hamilton II Condominium, which Master Deed was recorded on September 9, 1988 in the Clerk's Office of the County of Mercer, in Book 2449, Page 88, et. seq. amended thru Deed Book 2458, Page 711 et. seq. as the same may hereafter be lawfully amended.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 626 in Block 2167 on the Township of Hamilton Tax Map.

(the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

A. The Property may be conveyed only to a household who has been approved in advance and in writing by **the Township of Hamilton or Piazza & Associates, Inc.,** an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. At no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;

G. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration;

H. The Affordable Units are subject to a **thirty- year** affordability control period that commenced on the date of the first conveyance of title, which was **9/26/1989**, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 et seq.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the **Township of Hamilton** and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and 95/5 Purchase Options

A. The owner of the Property is required to notify the **Township of Hamilton, Piazza & Associates, Inc.** and New Jersey Council On Affordable Housing by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the Control Period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing as in effect at the time the Property was first restricted as part of the Affordable Housing Program.

B. Upon the first such non-exempt sale of the Property, Ninety-Five Percent (95%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid at closing to the Township of Hamilton.

C. Such non-exempt sale is subject to the options provided for in Sections 5:80-26.20 (Option to buy 95/5 units), 5:80-26.21 (Municipal option on 95/5 units), 5:80-26.22 (State option on 95/5 units), 5:80-26.23 (Non-profit option on 95/5 units), 5:80-26.24 (Seller option on 95/5 units), 5:80-26.25 (Municipal rejection of repayment option on 95/5 units) and 5:80-26.26 (Continued application of options to create, rehabilitate or maintain 95/5 units) of the Uniform Housing Affordability Control Rules, found in Title 5, Chapter 80, Subchapter 26, of the New Jersey Administrative Code.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Dennis P. Pelehaty
Grantor

the presence of or attested by:

Mercer County Clerk's Office

This is not a Certified copy

Return To:

SZAFERMAN LAKIND BLUMSTEIN BLADER
LEHMANN & GOLDSHORE
101 GROVERS MILL ROAD
LAWRENCEVILLE NJ 08648

Index DEEDS

Book 04533 Page 0021

No. Pages 0004

Instrument REGULAR DEED

Date : 6/19/2003

Time : 3:37:34

Control # 200306190630

INST# RD 2003 036969

OXENHAM
PATRICK
CHRISTOPHER
MICHELE

Employee ID SUSANJ

RECORDING	$	22.00
RECORDING	$	18.00
3.50/KFUL	$	392.00
1.50>150K	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
Total:	$	432.00

Detail

Consideration Amount	$	112,000.00
Transfer Tax	$	392.00
	$	.00
	$	.00
Total	$	392.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

**********PLEASE NOTE:**********
* DO NOT REMOVE THIS COVER SHEET - *
* IT CONTAINS ALL RECORDING INFORMATION *
****

Catherine DiCostanzo
Mercer County Clerk

D045330021

VOL 4533 PG 0021

Prepared by:

Leonard J. Coates

15961
DD-1
3 of 40 - Qf #49
RTF $392.80
#1282

DEED

This is not a certified copy

This Deed is made on May 7, 2003

BETWEEN Patrick W. Oxenham, Married
whose address is 8 Papoose Trail, Andover, New Jersey 07821
referred to as the Grantor,

AND Michele Christopher, Single
whose address is about to be 42 Chambord Court, Trenton, New Jersey 08619
referred to as the Grantee.

The words "Grantor" and "Grantee shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE HUNDRED TWELVE THOUSAND (112,000.00) DOLLARS.

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Hamilton Township

Block No. 2167 ---------- Lot No. 146

Property. The property consists of the land and all the buildings and structures on the land in the Township of Hamilton, County of Mercer and State of New Jersey. The legal description is:

All that certain, lot, tract and parcel of land, lying, being and situate in the Township of Hamilton, County of Mercer and State of New Jersey, bounded and described as follows:

Known as and designated as Unit No. A-1, Building No. 3, situate in Society Hill at Hamilton II condominium, established in accordance with the N.J.S.A. 46:8b-1, et seq., together with an undivided 0.25 interest in the General Common elements of said condominium appurtenant to the aforesaid unit in accordance with and subject of the terms, conditions, covenants, restrictions easement, lien as for assessment, and other provisions as set forth in the current Master Deed, dated 06/27/1988, and recorded 07/05/1988, in the Office of the Mercer County Clerk/Register in Deed Book 2449, Page 88, as same may now or hereafter be lawfully amended.

The within conveyance is made subject to all covenants, easements and restrictions of record.

The property address is 42 Chambord Court, Hamilton Township, New Jersey 08619

VOL 4533 PG 022

FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK

TITLE INSURANCE COMMITMENT

File Number: MC15961

SCHEDULE A
LEGAL DESCRIPTION

Sterling Title Agency, L.L.C.

This is not a certified copy

All that certain, lot, tract and parcel of land, lying, being and situate in the Township of Hamilton, County of Mercer and State of New Jersey, bounded and described as follows:

Known as and designated as Unit No. A-1, Building No. 3, situate in Society Hill at Hamilton II condominium, established in accordance with the N.J.S.A. 46:8b-1, et seq., together with an undivided 0.25 interest in the General Common Elements of said condominium appurtenant to the aforesaid unit in accordance with and subject ot the terms, conditions, covenants, restrictions, reservations easements, lien as for assessments, and other provisions as set forth in the current Master Deed, dated 06/27/1988, and recorded 07/05/1988, in the Office of the Mercer Clerk/Register in Deed Book 2449, Page 88, as same may now or hereafter be lawfully amended

BEING the same premises conveyed to Patrick W. Oxenham, married by deed from Patrick W. Oxenham and Catherine S. Oxenham, husband and wife , dated May 24, 1999, recorded July 13, 1999 in the Mercer County Clerk/Register's Office in Deed Book 03628, Page 0114.

BEING the same premises conveyed to Patrick W. Oxenham and Catherine S. Oxenham, husband and wife, by deed from K. Hovnanian at Hamilton II, Inc., dated 12/05/1988, recorded 12/12/1988 in the Mercer County Clerk/Register's Office in Deed Book 2469, Page 922.

This is not a certified copy

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

Leonard J. Coates

Patrick W. Oxenham

STATE OF NEW JERSEY, COUNTY OF MERCER SS.:

I CERTIFY that on May 7, 2003, Patrick W. Oxenham, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this Deed;
(b) signed, sealed and delivered this Deed as his or her act and deed; and
(c) made this Deed for $112,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Leonard J. Coates
Attorney at Law State of New Jersey

Document Processing Copy

in compliance with the statute(s) have presented an abstract of the within to the Assessor of the taxing district therein mentioned,
CATHERINE DICOSTANZO
MERCER COUNTY CLERK

RECORD & RETURN TO:

SZAFERMAN, LAKIND, BLUMSTEIN
BLADER, LEHMANN & GOLDSHORE
Attention: Ray J. Barson
101 Grovers Mill Road
Lawrenceville, NJ 08648

VOL 4533PG024

END OF DOCUMENT

Prepared 08/11/2006

INSTR # 2012015064
M BK 10877 PG 736 Pgs 736 - 739; (4 pgs)
RECORDED 04/04/2012 11:27:48 AM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

Township of Hamilton
Affordable Housing Program

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

Repayment Mortgage

This is not a certified copy

To Secure Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS MORTGAGE, made on this the 7th day of March, 2012, by and between **Michele Christopher**, (the "OWNER") and **the Township of Hamilton, New Jersey (the "Municipality")** in connection with the property described herein (the "PROPERTY");

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, including but not limited to certification by the Municipality for participation in the affordable Housing Program and for release by the Municipality of prior recorded restriction documents, the Owner has signed a Repayment Mortgage Note (the "Note") dated March 7, 2012, 2012. The Owner promises to pay to the Municipality amounts due under the Repayment Mortgage Note, and to abide by all obligations contained therein.

Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE

This Mortgage is given to the Municipality as security for the payment required to be paid upon the first non-exempt sale of the Property, which requirement is set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing, as in effect at the time the Property was first restricted under the Affordable Housing program, after the completion of the control period established pursuant to Section 5:93-9.2 of said Rules (the "Control Period"). The amount of any such payment shall be determined by calculating Ninety-Five Percent (95%) of the difference between (a) the actual sale price and (b) the regulated maximum sales price (Maximum Resale Price, or "MRP") that would be applicable were the Control Period still in effect.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of **the Township of Hamilton** in the County of **Mercer**, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. **2167** Lot No. **746**, and known by the street address:

42 Chambord Court, Hamilton, New Jersey 08619

This is not a certified copy

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner, by mortgaging the Property to the Municipality, gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the Municipality under Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*). The rights given to the Municipality are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Owner and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a quitclaim deed or other document of release.

Article 5. DEFAULT

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1. The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;

2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;

3. The Owner fails to make any payment required by the Note;

4. The holder of any lien on the Property starts foreclosure proceedings; or

5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

Article 6. MUNICIPALITY'S RIGHTS UPON DEFAULT

If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have all of the rights given by law or set forth in this Mortgage.

Article 7. NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BT CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.

Article 8. NO WAIVER BY MUNICIPALITY

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that authority, or has agreed in an earlier instance not to exercise that right. The Municipality does not waive its right to declare the Owner is in default by making payments or incurring expenses on behalf of the Owner.

Article 9. EACH PERSON LIABLE

The Mortgage is legally binding upon each Owner individually and all their heirs, assigns, agents and designees who succeed to their responsibilities. The Municipality may enforce any of the provisions of the Note and of this Mortgage against any one or more liable individual.

Article 10. SUBORDINATION

This Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the MRP that would be applicable were the Control Period still in effect.

Article 11. SUBSEQUENT OWNERS

This Mortgage shall not be released, with respect to any subsequent owner who acquires the property through an exempt transfer unless the transferee shall execute a note and mortgage in the form of the Note and this Mortgage, and the same has been duly recorded.

Article 12. AMENDMENTS

No amendment or change to the Note and this Mortgage may be made, except in a written document signed by both parties.

Article 13. SIGNATURES

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*Prepared 08/11/2006

By executing this Mortgage on page 3, hereof, the Owner agrees to all of its terms and conditions.

Article 14. ACKNOWLEDGEMENT

The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the Municipality.

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

ATTEST:

Michele Christopher, Owner

STATE OF NEW JERSEY:
COUNTY OF ~~MIDDLESEX~~ Mercer SS

BE IT REMEMBERED, that on this 7th day of March, 2012 the subscriber, **Michele Christopher** appeared personally before me *(if more than one person signed the foregoing mortgage and appeared before me, the words "the subscriber" and "the Owner" shall include all such persons)* and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me,
on this 7th day of March, 2012

SUZANNE NEWBROUGH
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 7/20/2016

Notary Public

Record & Return To:
CLOSING PARTNER, LLC
49 Parker Road
Long Valley, NJ 07853

This is not a certified copy

Rec 4

INSTR # 2017054891
D BK 6308 PG 1804 Pgs 1804 - 1809; (6 pgs)
RECORDED 12/01/2017 12:25:54 PM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

1989-1805

Mercer County Clerk Recording Data Page

Paula Sollami Covello Esq

Mercer County Clerk

Official Use Only – Realty Transfer Fee

Date of Document **November 13, 2017**	Type of Document Declaration of Covenants
First Party Name **Michelle DeLena**	Second Party Name Township of Hamilton
Additional Parties	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Lot 753	Block 2167
Municipality Hamilton	Consideration
Mailing Address of Grantee	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book	Original Page

This is not a certified copy

DDS 6 pgs. $13.

92

Record & Return To:
FOUNDATION TITLE, LLC
601 Route 73 North
Suite 201
Marlton, NJ 08053
(856) 834-2600

Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property

Fair Housing Act Required Covenants Restricting Use, Conveyance and Mortgage Debt

THIS DECLARATION is made this 13 day of NOV, 2017, by **Michelle DeLena**, whose address is about to be **52 Chambord Court** (hereinafter referred to as "Owner").

WHEREAS, Owner is the owner of **52 Chambord Court**, an affordable unit that is situated within Society Hill at Hamilton II, a development located in the Township of Hamilton, County of Mercer, State of New Jersey; and

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c. 222) (hereinafter the "Act") to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with the provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households;

WHEREAS, pursuant to the Act, the Affordable Unit described above has been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Declaration is to insure that the described Affordable Unit remains affordable to low and moderate income eligible households for that period of time described in this Declaration.

NOW, THEREFORE, it is the intent of this Declaration to ensure that the affordability controls are recorded on the Affordable Unit so as to bind the Owner of the Affordable Unit with the covenants, conditions and restrictions, with which they shall be required to comply, and to notify all future purchasers of the Affordable Unit that the housing unit is encumbered with affordability controls.

Article 1. Affordable Housing Covenants

The sale and use of the Affordable Unit subject to this Declaration is governed by regulations governing controls on affordability, which are found in New Jersey Administrative Code at Title 5, chapter 93, subchapter 9 (N.J.A.C. 5:93-9.1, *et seq*), and chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*) (the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land, for the Affordable Unit, for the period of time commencing upon the earlier of (a) the date hereof or (b) the date the initial certified household took title to the unit ("Control Period"), and terminating upon the expiration of the Control Period as provided in Section 11 hereof.

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A. The Affordable Unit may be conveyed only to a household which has been approved in advance and in writing by the Township of Hamilton, or other administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Affordable Unit shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price" or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Affordable Unit may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percentum (95%) of the applicable MRP.

D. The owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Affordable Unit lease or rent the Affordable Unit to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Affordable Unit is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Affordable Unit that would affect its bedroom configuration, and in any event, no improvement made to the Affordable Unit will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

I. The Affordable Unit shall remain subject to the requirements hereof until the Township of Hamilton elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years and until terminated by the Township.

Article 2. Remedies for Breach of Affordable Housing Covenants

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A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. On the event of a threatened breach of any of the Covenants by the Affordable Unit Owner, or any successor in interest or other owner of the Affordable Unit, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance. This Declaration replaces and supersedes any prior Affordable Housing Agreement; Declaration of Covenants, Conditions and Restrictions that was filed in the Office of the Clerk, County of Mercer.

WITNESS WHEREOF, Owner has caused this instrument to be executed this 13 day of November, 2017

WITNESS: _____

_____
Michelle DeLena

This is a certified copy

STATE OF NEW JERSEY)
) ss.:
COUNTY OF Mercer)

On this the 13 day of November , 2017 before me came **Michelle DeLena** who acknowledges and makes proof to my satisfaction that he/she/they are/is the Owners named within this Declaration, and that he/she/they have executed said Declaration for the purposes set forth therein, sworn to and subscribed by them in my presence on this date.

Sworn to and subscribed before me
this the 13 day of November, 2017

Lisa M. Bruno

Record and Return to:

Piazza & Associates
216 Rockingham Row
Princeton Forrestal Village
Princeton, NJ 08540

LISA M BRUNO
Notary Public - State of New Jersey
My Commission Expires Apr 1, 2019

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This is not a certified copy

LEGAL DESCRIPTION

ALL that certain tract or parcel of land, situated, lying and being in the Township of Hamilton, County of Mercer, State of New Jersey, more particularly described as follows:

Unit No. D-2, in Building No. 3, in Society Hill at Hamilton II Condominium together with an undivided .25 percent interest in the common elements appurtenant thereto as amended from time to time, in accordance with and subject to the terms, limitations, conditions, covenants, restrictions, and other provisions of Society Hill at Hamilton II Condominiums Master Deed and Declaration of Restrictive and Protective Covenants dated June 27, 1988 and recorded on July 5, 1988, in the Office of the Clerk of Mercer County in Deed Book 2449, Page 85, et seq., as amended from time to time.

The owner's right, title and interest in this unit and the use, sale, and resale of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the "Affordable Housing Plan of Society Hill at Hamilton II Condominiums" dated May 27, 1985 which plan was filed in the office of the clerk of Mercer County in Deed Book 2445 at Page 246, et seq. on June 3, 1988 and is on file with the Township of Hamilton Planning Board.

NOTE FOR INFORMATION ONLY:

BEING Lot: 753, Block: 2167; on the tax map of the Township of Hamilton, County of Mercer, State of New Jersey. (Lot and Block shown for information only.)

MAILING ADDRESS (FOR INFORMATION ONLY): 52 Chambord Ct, Trenton, NJ 08619-4705

Mercer County Clerk's Office

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Return To:

GENERAL ABSTRACT & TITLE AGENCY
1155 WHITEHORSE-
MERCERVILLE ROAD
HAMILTON NJ 08619

Index DEEDS

Book 06050 Page 0626

No. Pages 0007

Instrument REGULAR DEED

Date : 4/29/2010

Time : 10:08:29

Control # 201004290083

INST# RD 2010 012898

BARBER
CAROLYN
LITTLE
QUIYANNA

NALBONE

Employee ID SUSANJ

RECORDING	$	28.00
RECORDING	$	27.00
DD1 T1 CO	$	94.50
DD1 T1 PUB	$	47.25
DD1 T1 ST	$	236.25
DD1 T2 CO	$	.00
DD1 T2 EX	$	.00
DD1 T2 NPN	$	.00
DD1 T2 PUB	$	.00
All Other	$	35.00
Total:	$	468.00

Detail

Consideration Amount	$	94,220.00
RTF Standard Tier 1	$	378.00
RTF Standard Tier 2	$	.00
RTF Standard Tier 3	$	.00
Total	$	378.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

**********PLEASE NOTE:**********
* DO NOT REMOVE THIS COVER SHEET - *
* IT CONTAINS ALL RECORDING INFORMATION *
****

Paula Sollami-Covello
Mercer County Clerk

D0605006260D1HAT

VOL 6050 PG 626

INSTR # 2014010852
D BK 6189 PG 1499 Pgs 1499 - 1505; (7 pgs)
RECORDED 03/20/2014 01:40:14 PM
PAULA SOLLAMI COVELLO COUNTY CLERK
MERCER COUNTY, NEW JERSEY
RTF TOTAL TAX $85.00

Prepared by:
Anthony J. Apicelli, Jr., Esq.

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MANDATORY DEED FORM FOR OWNERSHIP UNITS

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this the 11th day of March, 2014 by and between

JOANN MAISTO, Executrix of the Estate of Christine A. Maisto, deceased, whose address is 23 Carlyle Court, Robbinsville, New Jersey, Grantor and

YEE HO SOHN, whose address is about to be 81 LeHavre Court, Hamilton, New Jersey 08690, Grantee.

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of the sum of Eighty-Four Thousand ($84,000.00) $84,500.00 LAC Dollars, the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

DD2 7208 $1.00 $.85 2+2+6 $5243

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Township of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167, Lot 552, commonly known as 81 LeHavre Court.

SEE LEGAL DESCRIPTION ATTACHED AS SCHEDULE 'A'

Being the same premises conveyed to Christine A. Maisto, by Deed from Belle Micuccu, Widow, dated October 30, 2007 and recorded November 15, 2007 in the Mercer County Clerk/Register's Office in Deed Book 6750, Page 228. The said Christine A. Maisto passed away on August 15, 2013 leaving a Will dated November 15, 1996 which was probated in the office of the Mercer County Surrogate on September 17, 2013 under docket number 131491. The premises were devised as part of the residuary estate. Joann Maisto was named, and subsequently qualified as Executrix of the Estate.

This conveyance is made subject to conditions, easements and restricts contained in former deeds and records and such facts as an accurate survey may disclose.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

A. The Property may be conveyed only to a household who has been approved in advance and in writing by the Township of Hamilton, Affordable Housing Coordinator, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent

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North American Title Insurance Company

SCHEDULE A
LEGAL DESCRIPTION

File No. TS-20283NA

All that certain lot, tract or parcel of land situate, lying, and being in the Township of Hamilton, in the County of Mercer, and State of New Jersey, being more particularly described as follows:

BEING KNOWN AND DESIGNATED AS Unit E-1 in Building 13, in "Society Hill at Hamilton II Condominium", together with an undivided 0.25% percentage interest in and to the common elements appurtenant thereto, in accordance with, and subject to the terms, conditions, provisions, covenants, restrictions, easements, and other matters contained in the Master Deed for said Society Hill at Hamilton II Condominium which Master Deed was dated June 27, 1988 and recorded on July 5, 1988 in the Mercer County Clerk's Office in Deed Book 2449, Page 88, as the same may hereafter be lawfully amended.

For informational purposes only: BEING COMMONLY KNOWN AS Lot 552, Block 2167 on the Tax Map of the Township of Hamilton.

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TITLE SERVICES OF NEW JERSEY, INC.
1(800) 323-0046 / FAX: 732-238-2090

approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

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GIT/REP-3
(5-12)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s): Joann Maisto, Executrix for the Estate of Christine A. Maisto

Current Resident Address:

Street: 28 Carlyle Court

City, Town, Post Office: Robbinsville | State: NJ | Zip Code: 08691

PROPERTY INFORMATION (Brief Property Description)

Block(s): 2167 | Lot(s): 552 | Qualifier:

Street Address: 81 Lehavre Court

City, Town, Post Office: Hamilton | State: NJ | Zip Code: 08691

Seller's Percentage of Ownership: 100% | Consideration: $84,950.00 | Closing Date: March 11 2014

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

1. [X] I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. [ ] The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. [ ] I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. [ ] Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. [ ] Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. [ ] The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. [ ] The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).

   [ ] No non-like kind property received.
8. [ ] Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. [ ] The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. [ ] The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box [ ] I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

3-11-14 — Joann Maisto, EXEC

Date — Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date — Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Document is NOT OFFICIAL! This Document is the property of the Ocean County Clerk's Office and may be altered or manipulated.

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY
} SS.
COUNTY OF MERCER County Municipal Code 1103

FOR RECORDER'S USE ONLY
Consideration* $
RTF paid by seller $
Date By

MUNICIPALITY OF PROPERTY LOCATION Hamilton

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE *(Instructions #3 and #4 on reverse side)*
Joann Maisto, Executrix for the
Deponent, Estate of Christine A. Maisto (Name) being duly sworn according to law upon his/her oath, deposes and says that he/she is the Grantor (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) in a deed dated March 2014 transferring real property identified as Block number 2167 Lot number 552 located at
81 Lehoyre Court, Hamilton (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 84,950.00 *(Instructions #1 and #5 on reverse side)* ☐ no prior mortgage to which property is subject.

(3) Property Transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(Instructions #3A and #7 on reverse side)
Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation
$ ____ ÷ ____ % = $ ____
If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE *(Instruction #8 on reverse side)*
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE *(Instruction #9 on reverse side)*
NOTE: All boxes below apply to grantor(s) *only*. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. *(Instruction #9 on reverse side for A or B)*
B. BLIND PERSON Grantor(s) ☐ legally blind or; *
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING *(Instruction #9 on reverse side)*
☒ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☒ Meets income requirements of region. ☒ Subject to resale controls.

(6) NEW CONSTRUCTION *(Instructions #2, #10, #12 on reverse side)*
☐ Entirely new improvement. ☐ Not previously occupied.
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES *(Instructions #5, #12, #14 on reverse side)*
☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 11th day of March, 2014
Anthony J. Apuzzelli, Jr.
Attorney at Law of New Jersey

Joann Maisto, Exec
Signature of Deponent
23 Carlyle Court
Robbinsville, NJ 08691
Deponent Address

Joann Maisto
Grantor Name
23 Carlyle Court
Robbinsville, NJ 08691
Grantor Address at Time of Sale

XXX-XXX-0783
Last three digits in Grantor's Social Security Number

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number ____ County ____
Deed Number ____ Book ____ Page ____
Deed Dated ____ Date Recorded ____

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:
STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at: www.state.nj.us/treasury/taxation/lpt/localtax.shtml.

THIS IS NOT A CERTIFIED COPY

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Signed, sealed and delivered in the presence of::

Anthony J. Apicelli, Jr., Esquire
Attorney at Law of New Jersey

Joann Maisto, EXEC (seal)
Joann Maisto, Executrix of the Estate of
Christine A. Maisto, deceased

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Mercer

I am an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 11th day of March, 2014, Joann Maisto appeared before me in person. I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is ~~$84,000.00~~ $41,950.92 AC

Anthony J. Apicelli, Jr.
Attorney at Law of New Jersey

This is not a certified copy

R+R
Lawrence R. Sheller
3490 US Route 1
Bldg 7B
Princeton, NJ 08540

83

Rec 2nd

INSTR # 2017029779
D BK 6290 PG 1885 Pgs 1885 - 1890; (6 pgs)
RECORDED 06/30/2017 10:55:25 AM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

Mercer County Clerk Recording Data Page

Paula Sollami Covello Esq

Mercer County Clerk

Official Use Only – Realty Transfer Fee

Date of Document June 22, 2017	Type of Document : Deed
First Party Name Linda Jackman	Second Party Name Hamilton Twp Greenhill @ Hamilton II
Additional Parties	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Lot 756	Block 2167
Municipality Hamilton Township	Consideration
Mailing Address of Grantee 49 Chambord Court, Hamilton, NJ 08619	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book	Original Page

This is not a certified copy

Rec 2nd 818-61396
FOUNDATION TITLE, LLC
3840 Quakerbridge Rd, Ste 120
Hamilton, NJ 08619
(609) 586-7077

Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property

Fair Housing Act Required Covenants Restricting Use, Conveyance and Mortgage Debt

THIS DECLARATION is made this 22 day of June, 2017, by, Linda M. Jackman whose address is about to be 49 **Chambord Court.** (Hereinafter referred to as "Owner").

WHEREAS, Owner is the owner of 49 **Chambord Court** an affordable unit that is situated within Society Hill at Hamilton II, a development located in the Township of Hamilton, County of Mercer, State of New Jersey; and

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c. 222) (hereinafter the "Act") to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with the provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households;

WHEREAS, pursuant to the Act, the Affordable Unit described above has been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Declaration is to insure that the described Affordable Unit remains affordable to low and moderate income eligible households for that period of time described in this Declaration.

NOW, THEREFORE, it is the intent of this Declaration to ensure that the affordability controls are recorded on the Affordable Unit so as to bind the Owner of the Affordable Unit with the covenants, conditions and restrictions, with which they shall be required to comply, and to notify all future purchasers of the Affordable Unit that the housing unit is encumbered with affordability controls.

Article 1. Affordable Housing Covenants

The sale and use of the Affordable Unit subject to this Declaration is governed by regulations governing controls on affordability, which are found in New Jersey Administrative Code at Title 5, chapter 93, subchapter 9 (N.J.A.C. 5:93-9.1, *et seq*), and chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*) (the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land, for the Affordable Unit, for the period of time commencing upon the earlier of (a) the date hereof or (b) the date the initial certified household took title to the unit ("Control Period"), and terminating upon the expiration of the Control Period as provided in Section 11 hereof.

This is not a certified copy

A. The Affordable Unit may be conveyed only to a household which has been approved in advance and in writing by the Township of Hamilton, or other administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Affordable Unit shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price" or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Affordable Unit may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percentum (95%) of the applicable MRP.

D. The owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Affordable Unit lease or rent the Affordable Unit to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Affordable Unit is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Affordable Unit that would affect its bedroom configuration, and in any event, no improvement made to the Affordable Unit will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

I. The Affordable Unit shall remain subject to the requirements hereof until the Township of Hamilton elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years and until terminated by the Township.

Article 2. Remedies for Breach of Affordable Housing Covenants

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A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Affordable Unit Owner, or any successor in interest or other owner of the Affordable Unit, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance. This Declaration replaces and supersedes any prior Affordable Housing Agreement; Declaration of Covenants, Conditions and Restrictions that was filed in the Office of the Clerk, County of Mercer.

WITNESS WHEREOF, Owner has caused this instrument to be executed this 22 day of June, 2017

WITNESS:

Linda Jackman

This is not a certified copy

STATE OF NEW JERSEY)
) ss.:
COUNTY OF Mercer)

On this the 22 day of June, 2017 before me came **Linda Jackman** who acknowledges and makes proof to my satisfaction that he/she/they are/is the Owners named within this Declaration, and that he/she/they have executed said Declaration for the purposes set forth therein, sworn to and subscribed by them in my presence on this date.

Sworn to and subscribed before me
this the 22 day of June, 2017

Valerie Mason

Record and Return to:

Valerie A. Mason
Notary Public of New Jersey
My Commission Expires Jan. 26, 2019

This is not a certified copy

LEGAL DESCRIPTION

ALL that certain tract or parcel of land, situated, lying and being in the Township of Hamilton, County of Mercer, State of New Jersey, more particularly described as follows:

Unit No. X-2 in Building No. 3, in Society Hill at Hamilton II Condominium together with an undivided .25 percent interest in the common elements appurtenant thereto as amended from time to time, in accordance with and subject to the terms, limitations, conditions, covenants, restrictions, and other provisions of Society Hill at Hamilton II Condominium, Master Deed and Declaration of Restrictive and Protective Covenants dated June 27, 1988 and recorded on July 5, 1988 in the Office of the Clerk of Mercer County in Deed Book 2449, Page 88, et seq., as amended form time to time.

NOTE FOR INFORMATION: 49 Chambord Ct, Tax Lot 756, Tax Block 2167 in the Township of Hamilton, County of Mercer, State of New Jersey.

NOTE FOR INFORMATION ONLY: Mailing Address is 49 Chambord Ct, Hamilton, NJ 08619-4705

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Mercer County
Document Summary Sheet

MERCER COUNTY CLERK

MERCER COUNTY COURTHOUSE
209 SOUTH BROAD STREET
TRENTON NJ 08650

173198

INSTR # 2015056198
D BK 6236 PG 1263
RECORDED 12/18/2015 01:18:52 PM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

Official Use Only

Transaction Identification Number	2596164 1882548
Submission Date *(mm/dd/yyyy)*	12/17/2015
No. of Pages *(excluding Summary Sheet)*	5
Recording Fee *(excluding transfer tax)*	$73.00
Realty Transfer Tax	$0.00
Total Amount	$73.00

Return Address *(for recorded documents)*
REGIONAL TITLE AGENCY
7 FOSTER AVE SUITE 200
GLASSBORO, NJ 08026

Document Type MISCELLANEOUS DEED

Municipal Codes
HAMILTON TOWNSHIP HAT

Batch Type
L2 - LEVEL 2 (WITH IMAGES)

Bar Code(s)

109788

Additional Information (Official Use Only)

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Mercer County
Document Summary Sheet

	Type	MISCELLANEOUS DEED			
	Consideration				
	Submitted By	SIMPLIFILE, LLC. (SIMPLIFILE)			
	Document Date	11/06/2015			
	Reference Info				
	Book ID	**Book**	**Beginning Page**	**Instrument No.**	**Recorded/File Date**

MISCELLANEOUS DEED	**GRANTOR**	**Name**	**Address**
		ASHLEY BUCHALLA	106 CHAMBORD CT, HAMILTON, NJ 08619
	GRANTEE	**Name**	**Address**
		MUNICIPALITY OF H TWP	

Parcel Info					
Property Type	**Tax Dist.**	**Block**	**Lot**	**Qualifier**	**Municipality**
	HA	2167	810		HAT

**** DO NOT REMOVE THIS PAGE.***
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MERCER COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.

85-

Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property

Fair Housing Act Required Covenants Restricting Use, Conveyance and Mortgage Debt

THIS DECLARATION is made this 6th day of November, 2015, by **Ashley Buchalla**, whose address is about to be **106 Chambord Court, Hamilton NJ 08619** (hereinafter referred to as "Owner").

WHEREAS, Owner is the owner of **106 Chambord Court, Hamilton NJ 08619**, an affordable unit that is situated within Society Hill at Hamilton II, a development located in the Township of Hamilton, County of Mercer, State of New Jersey; and

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c. 222) (hereinafter the "Act") to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with the provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households;

WHEREAS, pursuant to the Act, the Affordable Unit described above has been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Declaration is to insure that the described Affordable Unit remains affordable to low and moderate income eligible households for that period of time described in this Declaration.

NOW, THEREFORE, it is the intent of this Declaration to ensure that the affordability controls are recorded on the Affordable Unit so as to bind the Owner of the Affordable Unit with the covenants, conditions and restrictions, with which they shall be required to comply, and to notify all future purchasers of the Affordable Unit that the housing unit is encumbered with affordability controls.

Article 1. Affordable Housing Covenants

The sale and use of the Affordable Unit subject to this Declaration is governed by regulations governing controls on affordability, which are found in New Jersey Administrative Code at Title 5, chapter 93, subchapter 9 (N.J.A.C. 5:93-9.1, *et seq*), and chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*) (the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land, for the Affordable Unit, for the period of time commencing upon the earlier of (a) the date hereof or (b) the date the initial certified household

R+R TO RT-15-10536
Regional Title Agency, LLC
P. O. Box 567
Cherry Hill, NJ 08003

CFN 2015056198 D DOC_TYPE DD5 BK 6236 PG 1265 PAGE 3 OF 7

took title to the unit ("Control Period"), and terminating upon the expiration of the Control Period as provided in Section 11 hereof.

A. The Affordable Unit may be conveyed only to a household which has been approved in advance and in writing by the Township of Hamilton, or other administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Affordable Unit shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price" or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Affordable Unit may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percentum (95%) of the applicable MRP.

D. The owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Affordable Unit lease or rent the Affordable Unit to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Affordable Unit is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Affordable Unit that would affect its bedroom configuration, and in any event, no improvement made to the Affordable Unit will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

I. The Affordable Unit shall remain subject to the requirements hereof until the Township of Hamilton elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years and until terminated by the Township.

CFN 2015056198 D DOC_TYPE DDS BK 6236 PG 1266 PAGE 4 OF 7

Article 2. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Affordable Unit Owner, or any successor in interest or other owner of the Affordable Unit, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance. This Declaration replaces and supersedes any prior Affordable Housing Agreement; Declaration of Covenants, Conditions and Restrictions that was filed in the Office of the Clerk, County of Mercer.

WITNESS WHEREOF, Owner has caused this instrument to be executed this 6th day of November, 2015

WITNESS:

Faith E. Latini

Ashley Buchalla

STATE OF NEW JERSEY)
) ss.:
COUNTY OF Burlington

On this the 6th day of November, 2015 before me came **Ashley Buchalla** who acknowledges and makes proof to my satisfaction that he/she/they are/is the Owners named within this Declaration, and that he/she/they have executed said Declaration for the purposes set forth therein, sworn to and subscribed by them in my presence on this date.

Sworn to and subscribed before me
this the 6th day of November, 2015

F. Faith E. Latini

FAITH E LATINI
Notary Public
State of New Jersey
My Commission Expires Apr 28, 2019

Record and Return to:

Piazza & Associates
216 Rockingham Row
Princeton Forrestal Village
Princeton, NJ 08540

RT-15-10536

LEGAL DESCRIPTION

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Hamilton, in the County of MERCER, State of New Jersey:

BEING known and designated as Unit E-2 in Building 5 in Society Hill at Hamilton II Condominium, together with an undivided .25 percent interest in and to the common elements of said condominium, is located substantially in accordance with the Master Deed for said condominium recorded July 5, 1988 in the Mercer County Clerk's Office in Deed Book 2449, Page 88 and as the same may now or hereafter be lawfully amended.

FOR INFORMATION PURPOSES ONLY: BEING known as Tax Lot 810, Tax Block 2167 on the Official Tax Map of Township of Hamilton, NJ.

NOTE: Lot and Block shown for informational purposes only.

B - 540.01
L - 5.002
C - 107

Map 138 Block 2167 Lot 810

Location 106 CHAMBORD CT

Size 0.25 % INT 844 S.F.

Plotted By JF Date 1-4-16

Remarks DECLARATION OF
COVENANTS
FAIR HOUSING ACT

Mercer County
Document Summary Sheet

MERCER COUNTY CLERK

MERCER COUNTY COURTHOUSE
209 SOUTH BROAD STREET
TRENTON NJ 08650

173199

INSTR # 2015056199
D BK 6236 PG 1270
RECORDED 12/18/2015 01:18:52 PM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

Official Use Only

Transaction Identification Number	2596164 1882549
Submission Date *(mm/dd/yyyy)*	12/17/2015
No. of Pages *(excluding Summary Sheet)*	5
Recording Fee *(excluding transfer tax)*	$83.00
Realty Transfer Tax	$0.00
Total Amount	$83.00

Return Address *(for recorded documents)*
REGIONAL TITLE AGENCY
7 FOSTER AVE SUITE 200
GLASSBORO, NJ 08026

Document Type DEED - NO CONSIDERATION

Municipal Codes
HAMILTON TOWNSHIP HAT

Batch Type
L2 - LEVEL 2 (WITH IMAGES)

Bar Code(s)

109789

Additional Information (Official Use Only)

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Mercer County
Document Summary Sheet

	Type	DEED - NO CONSIDERATION			
	Consideration	$120,600.00			
	Submitted By	SIMPLIFILE, LLC. (SIMPLIFILE)			
	Document Date	11/06/2015			
	Reference Info				
	Book ID	**Book**	**Beginning Page**	**Instrument No.**	**Recorded/File Date**
DEED - NO CONSIDERATION	**GRANTOR**	**Name**		**Address**	
		ASHLEY BUCHALLA			
	GRANTEE	**Name**		**Address**	
		MUNICIPALITY OF H TWP			
	Parcel Info				
	Property Type	**Tax Dist.**	**Block**	**Lot**	**Qualifier**	**Municipality**
		HA	2167	810		HAT

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85-

Prepared by Marci Logan
Marci Logan

Deed

To State Regulated Property
Subject To Restrictive Covenant Limiting Conveyance
And Mortgage Debt

THIS DEED is made on this the 6th day of November, 2015 by and between **Marci Logan** (Grantor), and **Ashley Buchalla** (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee **One Hundred Twenty Thousand, Six Hundred and 00/100 dollars ($120 600.00)**, the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2 hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that are located in the Township of Hamilton, County of Mercer, State of New Jersey and described more specifically as Lot No. **810** , Block No. **2167** and known by the street address: **106 Chambord Court, Hamilton, New Jersey, 08619**. It is more particularly described on the attached Schedule A. Being the same premises conveyed to Grantor by deed from Joseph F. Hoenisch and Kelly K. Hoenisch, H/W, dated August 30, 2006, recorded September 5, 2006, in the Clerk's Office of the County of Mercer, State of New Jersey, in Deed Book 05459 , page 0265. Such premises are subject to all easements and restrictions of record.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants and Remedies

Sale and use of the Property is governed by the *Declaration Of Covenants, Conditions And Restrictions Implementing Affordable Housing Controls On State Regulated Property* that is

R+R TO RT-15.10536
Regional Title Agency, LLC
P. O. Box 557
Cherry Hill, NJ 08003

LEGAL DESCRIPTION

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Hamilton, in the County of MERCER, State of New Jersey:

BEING known and designated as Unit E-2 in Building 5 in Society Hill at Hamilton II Condominium, together with an undivided .25 percent interest in and to the common elements of said condominium, is located substantially in accordance with the Master Deed for said condominium recorded July 5, 1988 in the Mercer County Clerk's Office in Deed Book 2449, Page 88 and as the same may now or hereafter be lawfully amended.

FOR INFORMATION PURPOSES ONLY: BEING known as Tax Lot 810, Tax Block 2167 on the Official Tax Map of Township of Hamilton, NJ.

B-540.01
L-5.002
C-107

Map 138 Block 2167 Lot 810

Location 106 CHAMBORD CT

Size 0.25% INT 844 S.F.

Plotted By JF Date 1-4-16

Remarks

updated February 2015

CERTIFIED TRUE COPY

APPENDIX A

MANDATORY DEED FORM FOR OWNERSHIP UNITS

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

And Mortgage Debt

THIS DEED is made on this the 24th day of July , 2017 by and between Tina Spoto (Grantor) and Angelo Ackers (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of One- Hundred Twenty -Three Thousand, 00/100 dollars($ 123,000.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hamilton , County of Mercer , State of New Jersey, and described more specifically as Block No. 2167Lot No. 787 , and known by the street address:

81 Chambord Court
Hamilton, NJ 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

A. The Property may be conveyed only to a household who has been approved in advance and in writing by Piazza & Associates , an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 et seq., shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Signed, sealed and delivered in the presence of or attested by:

_____ [seal]

_____ [seal]
Aaron S. Liller, Esq.

_____ [seal]
Attorney At Law
State of New Jersey

_____ [seal]

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Burlington

I am either (check one) ____ a Notary Public or ____ a Attorney, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 24 day of July 2017 Angelo Ackers appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement).* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is $123,000.00.

_____
Officer's signature. Sign above, and print stamp or type name below

Aaron S. Liller, Esq.
Attorney At Law
State of New Jersey

CORPORATE PROOF BY SUBSCRIBING WITNESS

Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property

Fair Housing Act Required Covenants Restricting Use, Conveyance and Mortgage Debt

THIS DECLARATION is made this 17 day of July, 2017, by **Angelo Ackers,** whose address is about to be **81 Chambord Court.** (Hereinafter referred to as "Owner").

WHEREAS, Owner is the owner of **81 Chambord Court** an affordable unit that is situated within Society Hill at Hamilton II, a development located in the Township of Hamilton, County of Mercer, State of New Jersey; and

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c. 222) (hereinafter the "Act") to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with the provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households;

WHEREAS, pursuant to the Act, the Affordable Unit described above has been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Declaration is to insure that the described Affordable Unit remains affordable to low and moderate income eligible households for that period of time described in this Declaration.

NOW, THEREFORE, it is the intent of this Declaration to ensure that the affordability controls are recorded on the Affordable Unit so as to bind the Owner of the Affordable Unit with the covenants, conditions and restrictions, with which they shall be required to comply, and to notify all future purchasers of the Affordable Unit that the housing unit is encumbered with affordability controls.

Article 1. Affordable Housing Covenants

The sale and use of the Affordable Unit subject to this Declaration is governed by regulations governing controls on affordability, which are found in New Jersey Administrative Code at Title 5, chapter 93, subchapter 9 (N.J.A.C. 5:93-9.1, *et seq*), and chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*) (the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land, for the Affordable Unit, for the period of time commencing upon the earlier of (a) the date hereof or (b) the date the initial certified household took title to the unit ("Control Period"), and terminating upon the expiration of the Control Period as provided in Section II hereof.

A. The Affordable Unit may be conveyed only to a household which has been approved in advance and in writing by the Township of Hamilton, or other administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Affordable Unit shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price" or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Affordable Unit may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percentum (95%) of the applicable MRP.

D. The owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Affordable Unit lease or rent the Affordable Unit to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Affordable Unit is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Affordable Unit that would affect its bedroom configuration, and in any event, no improvement made to the Affordable Unit will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

I. The Affordable Unit shall remain subject to the requirements hereof until the Township of Hamilton elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years and until terminated by the Township.

Article 2. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Affordable Unit Owner, or any successor in interest or other owner of the Affordable Unit, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance. This Declaration replaces and supersedes any prior Affordable Housing Agreement; Declaration of Covenants, Conditions and Restrictions that was filed in the Office of the Clerk, County of Mercer.

WITNESS WHEREOF, Owner has caused this instrument to be executed this 19 day of July, 2017

WITNESS:

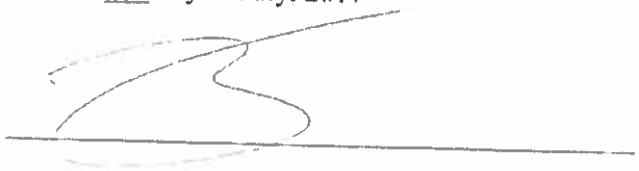
Angelo Ackers

STATE OF NEW JERSEY)

) ss.:
COUNTY OF MERCER)

On this the 11 day of July, 2017 before me came **Angelo Ackers** who acknowledges and makes proof to my satisfaction that he/she/they are/is the Owners named within this Declaration, and that he/she/they have executed said Declaration for the purposes set forth therein. sworn to and subscribed by them in my presence on this date.

Sworn to and subscribed before me
this the 11 day of July, 2017



Anthony R. Francioso
Attorney at Law
State of New Jersey

Record and Return to:

Piazza & Associates
216 Rockingham Row
Princeton Forrestal Village
Princeton. NJ 08540

INSTR # 2018024514
D BK 6329 PG 1713 Pgs 1713 - 1729; (17 pgs)
RECORDED 06/11/2018 10:12:26 AM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY
RTF TOTAL TAX $324.00

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Mercer County Clerk Recording Data Page

Paula Sollami Covello Esq

Mercer County Clerk

Official Use Only – Realty Transfer Fee

Date of Document: **April 27, 2018**	Type of Document **DEED**
First Party Name **Aamir Shakir**	Second Party Name **Rebecca Jackman**
Additional Parties	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Lot: **657**	Block: **2167**
Municipality: **Hamilton**	Consideration: **$81,000.00**
Mailing Address of Grantee **67 Versailles Court, Hamilton, NJ 08619**	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book	Original Page

AD1
17 Pgs $ 193.00
Mrg 194 $
$ 324 Pkg
# 4502

Prepared by: Phillip K. Barrood, Esq.

DEED

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

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This Deed is made on April 27, 2018 delivered 4/30/18

BETWEEN

Aamir Shakir, whose address is 13 Angelica Court, Princeton, NJ 08540, referred to as the Grantor,

AND

Rebecca Jackman, whose address is about to be 67 Versailles Court, Hamilton, NJ 08619, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Article 1. Consideration and Conveyance

The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of Eighty One Thousand Dollar(s) and 00/100 ($81,000.00). The Grantor acknowledges receipt of this money. The Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2 hereof (the Property).

Article 2. Description of Property

Tax Map Reference. (N.J.S.A. 46:15-2.1) In the Municipality of Hamilton, Lot 657 in Block 2167.

Property. The property consists of the land and all the buildings and structures on the land in the Township of Hamilton, County of Mercer, and State of New Jersey.

The legal description is: See Schedule "A" attached hereto and made a part hereof.

The property is commonly known as 67 Versailles Court, Hamilton, NJ 08619.

BEING the same premises conveyed to Aamir Shakir, by Sheriff's Deed from John A.

Kemler, Sheriff of the County of Mercer, in the State of New Jersey, dated February 17, 2016, recorded on February 26, 2018 in Deed Book 6242, page 1207 in the Mercer County Clerk's Office.

SUBJECT to all easements and restrictions of record and such state of facts as an accurate survey may reveal.

Article 3. Grantor's Covenant

The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided herein.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

A. The Property may be conveyed only to a household who has been approved in advance and in writing by the South Brunswick Township Affordable Housing Office, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Restricted Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

This Document is the property of the Mercer County Clerk's Office

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent;

H. The affordable housing covenants, declarations and restrictions implemented by this Deed, the Affordable Housing Agreement and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit. In addition, the Property shall remain subject to the covenants contained herein and the affordability controls set forth in the Uniform Controls despite the occurrence of any of the following events:

a. A sublease or assignment of any lease;
b. A sale or voluntary transfer of the ownership of the Property; or
c. The entry and enforcement of any other involuntary transfer of the ownership.

I. The Owner shall notify the Administrative Agent of any foreclosure actions filed with respect to the Property within five (5) business days of service upon the Owner.

J. The Owner shall notify the Administrative Agent within three (3) business days of the filing of any petition for protection from creditors, bankruptcy or reorganization filed by or on behalf of the Owner.

K. The Property shall be subject to at least a thirty (30) year affordability control period that commenced on the date of this Deed. The control period may be extended by municipal resolution as provided for in N.J.A.C. 5:93-9.2 and N.J.A.C. 5:80-26.1 *et seq.* Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Township. The municipal resolution shall specify the extended time period by providing for a revised ending date. A Declaration of Extension shall be recorded in the Office of the Middlesex County Clerk reflecting the revised ending date.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all

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remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

EXECUTION BY GRANTOR

The Grantor signs this Deed as of the date at the top of this Deed.

Aamir Shakir

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

I HEREBY CERTIFY that on April 27, 2018, Aamir Shakir personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) was the maker of this Deed;
(b) executed this Deed as his or her own act; and
(c) made this Deed for $81,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

Phillip K. Barrood, Attorney at Law
of New Jersey

RA

Emerald Title Agency
365 Whitehorse Avenue
Hamilton, New Jersey 08610

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remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

EXECUTION BY GRANTOR

The Grantor signs this Deed as of the date at the top of this Deed.

Aamir Shakir

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

I HEREBY CERTIFY that on April 27, 2018, Aamir Shakir personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) was the maker of this Deed;
(b) executed this Deed as his or her own act; and
(c) made this Deed for $81,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

Phillip K. Barrood, Attorney at Law
of New Jersey

EXECUTION BY GRANTEE

By signing below, the Grantee(s) hereby do, jointly and severally, acknowledge and agree that he/she understands the covenants and restrictions set forth herein, and further that he/she shall be bound by same for so long as he/she owns the Property.

Rebecca Jackman

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STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

Be it remembered, that on 4/3/18, 2018, Rebecca Jackman personally appeared and signed before me, (if more than one person signed the foregoing deed and appeared before me, the words "Grantee" shall include all such persons) and who, being duly sworn by me, deposed and made proof to my satisfaction that: (i) he/she is the Grantee named in the foregoing Deed and (ii) that he/she has executed said Deed with respect to the Property and for the purposes described and set forth herein.

Sworn to and subscribed before me on the date set forth above.

Elizabeth Kusnirik
Notary Public State of New Jersey
My Commission Expires
May 2, 2018

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GIT/REP-3
(9-2015)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)
Aamir Shakir,

Current Street Address:
13 Angelica Court

City, Town, Post Office | **State** | **Zip Code**
Princeton, NJ 08540

PROPERTY INFORMATION (Brief Property Description)

Block(s) | **Lot(s)** | **Qualifier**
2167 | 657 |

Street Address:
67 Versailles Court

City, Town, Post Office | **State** | **Zip Code**
Hamilton, NJ 08619

Sellers Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100 %	$81,000.00	$81,000.00	April 30 2018

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and Non-residents)

1. ☒ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is $1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
   ☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

4-27-18
Date

Signature Aamir Shakir
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Not Official Document

WESTCOR LAND TITLE INSURANCE COMPANY

File Number: **ET-5973**

SCHEDULE A
LEGAL DESCRIPTION

ALL that certain condominium unit, situate, lying and being in the Township of Hamilton, in the County of Mercer, State of New Jersey:

Being known as and designated as Unit E-3 in Building No. 16 situated in "Society Hill at Hamilton II Condominium," a condominium, established in accordance with the New Jersey Condominium Act (N.J.S.A. 46:8b-1, et seq.), together with an undivided 0.25% interest in the General Common elements of said condominium appurtenant thereto as set forth in the said Master Deed of Society Hill at Hamilton II Condominium, dated 06-27-1988, recorded 07-05-1988, in the Office of the Mercer Clerk/Register in Deed Book 2449, Page 88, as same may now or hereafter be lawfully amended.

The owner's right, title and interest In this unit and the use, sale and resale of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the "Affordable Housing Plan of Society Hill at Hamilton II Condominium" dated 05-27-1988 which plan was filed in the Office of the Clerk of Mercer county in Deed Book 2445 at Page 246, et seq. on 06-03-1988 and Is on file with the Township of Hamilton Planning Board.

NOTE FOR INFORMATION ONLY: **Being Lot(s) 657, Block 2167; Tax Map of the Township of Hamilton, County of Mercer, State of New Jersey. Commonly known as 67 Versailles Ct**

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APPENDIX J

FORM OF CERTIFICATE FOR APPLICANTS CERTIFIED TO OWNERSHIP UNIT, REQUIRED BY SECTION 5:80-26.18(c)(2)

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CERTIFICATE FOR APPLICANT CERTIFIED TO AN OWNERSHIP UNIT SUBJECT TO AFFORDABLE HOUSING RESTRICTIONS

My name is Rebecca Jackman and I am making this certificate in connection with my certification to purchase 67 Versailles Court, Hamilton, NJ , a home provided under the New Jersey Affordable Housing Program.

I am aware, as the purchaser of an Affordable Home, that for a period of at least 30 years from this date April 30, 2018 I have to follow the rules and requirements that are listed below:

1. I am allowed to sell my home only to a person or a family who is part of the Affordable Housing Program, and who has been certified, like I have been, in writing by The Township of or an Administrative Agent for Affordable Housing for the Township, hereafter collectively referred to as "The Administrative Agent".

2. The price for which I can sell my house is limited by law, and may be much less than the sale prices of other homes similar to mine, but which are not part of the Affordable Housing Program.

3. I cannot take out any loans of any kind secured by my house (a "mortgage loan") unless my plans to get the loan are approved by The Administrative Agent before I sign any loan papers. The total amount of mortgage loans I am allowed to have is limited by law.

4. I know that I am required to live in my house, and that I cannot rent it out to any other person, not even to members of my family. If I have a temporary need to move away that is not my fault, such as if my employer is temporarily sending me to a work place a great distance from my home, or if I am being called up for military service, I should call The Administrative Agent and ask for a "temporary waiver" of this rule. It is up to The Administrative Agent whether I get a temporary waiver.

5. I know that I am not allowed to make any improvements to my home unless they have been approved in writing by The Administrative Agent.

6. I understand that I may have to pay for the cost of certifying a buyer for my home at the time I sell it.

7. Finally, I know that I break any of these rules I will be breaking the law, and that I will be subject to penalties provided by law, including having to pay fines and possibly losing my home.

Rebecca Jackman
Rebecca Jackman , Owner

BE IT REMEMBERED, that on this the 30th day of April, 2018 the signer of this Certificate _____ appeared personally before me and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Purchaser of the Affordable home that is identified as said Purchaser in the foregoing Certificate, and (ii) and that he/she has executed said Certificate with respect to the purchase of the property described in the Certificate and for the purposes described and set forth therein.

Sworn to and subscribed before me, ANDREW M. KUSNIRIK III on the date set forth above.

NOTARY PUBLIC
ANDREW M. KUSNIRIK III
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50049968
MY COMMISSION EXPIRES NOV. 21, 2021

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Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property

Fair Housing Act Required Covenants Restricting Use, Conveyance and Mortgage Debt

THIS DECLARATION is made this 30 day of ~~September~~ APRIL, 2018, by **Rebecca Jackman** whose address is about to be **67 Versailles Court** (hereinafter referred to as "Owner").

WHEREAS, Owner is the owner of 67 VERSAILLES COURT, an affordable unit that is situated within Society Hill at Hamilton II, a development located in the Township of Hamilton, County of Mercer, State of New Jersey; and

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c. 222) (hereinafter the "Act") to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with the provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households;

WHEREAS, pursuant to the Act, the Affordable Unit described above has been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Declaration is to insure that the described Affordable Unit remains affordable to low and moderate income eligible households for that period of time described in this Declaration.

NOW, THEREFORE, it is the intent of this Declaration to ensure that the affordability controls are recorded on the Affordable Unit so as to bind the Owner of the Affordable Unit with the covenants, conditions and restrictions, with which they shall be required to comply, and to notify all future purchasers of the Affordable Unit that the housing unit is encumbered with affordability controls.

Article 1. Affordable Housing Covenants

The sale and use of the Affordable Unit subject to this Declaration is governed by regulations governing controls on affordability, which are found in New Jersey Administrative Code at Title 5, chapter 93, subchapter 9 (N.J.A.C. 5:93-9.1, *et seq*), and chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*) (the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land, for the Affordable Unit, for the period of time commencing upon the earlier of (a) the date hereof or (b) the date the initial certified household took title to the unit ("Control Period"), and terminating upon the expiration of the Control Period as provided in Section 11 hereof.

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A. The Affordable Unit may be conveyed only to a household which has been approved in advance and in writing by the Township of Hamilton, or other administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Affordable Unit shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price" or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Affordable Unit may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percentum (95%) of the applicable MRP.

D. The owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.

E. Except as set forth in F. below, at no time shall the owner of the Affordable Unit lease or rent the Affordable Unit to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Affordable Unit is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Affordable Unit that would affect its bedroom configuration, and in any event, no improvement made to the Affordable Unit will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

I. The Affordable Unit shall remain subject to the requirements hereof until the Township of Hamilton elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years and until terminated by the Township.

Article 2. Remedies for Breach of Affordable Housing Covenants

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A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Affordable Unit Owner, or any successor in interest or other owner of the Affordable Unit, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance. This Declaration replaces and supersedes any prior Affordable Housing Agreement; Declaration of Covenants, Conditions and Restrictions that was filed in the Office of the Clerk, County of Mercer.

WITNESS WHEREOF, Owner has caused this instrument to be executed this 30 day of ~~September~~ APRIL, 2018

WITNESS:

Rebecca Jackman(Owner)

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STATE OF NEW JERSEY)
) ss.:
COUNTY OF MERCER)

On this the 30 day of ~~September~~ APRIL, 2018 before me came **Rebecca Jackman** who acknowledges and makes proof to my satisfaction that he/she/they are/is the Owners named within this Declaration, and that he/she/they have executed said Declaration for the purposes set forth therein, sworn to and subscribed by them in my presence on this date.

Sworn to and subscribed before me
this the 30 day of ~~September~~ APRIL, 2018

ANDREW M. KUSNIRIK III
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50049968
MY COMMISSION EXPIRES NOV. 21, 2021

Record and Return to:

Piazza & Associates
216 Rockingham Row
Princeton Forrestal Village
Princeton, NJ 08540

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EXECUTION BY GRANTEE

By signing below, the Grantee(s) hereby do, jointly and severally, acknowledge and agree that he/she understands the covenants and restrictions set forth herein, and further that he/she shall be bound by same for so long as he/she owns the Property.

Rebecca Jackman

Rebecca Jackman

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

Be it remembered, that on April 30, 2018, Rebecca Jackman personally appeared and signed before me, (if more than one person signed the foregoing deed and appeared before me, the words "Grantee" shall include all such persons) and who, being duly sworn by me, deposed and made proof to my satisfaction that: (i) he/she is the Grantee named in the foregoing Deed and (ii) that he/she has executed said Deed with respect to the Property and for the purposes described and set forth herein.

Sworn to and subscribed before me on the date set forth above.

Elizabeth Kusnirik
Notary Public State of New Jersey
My Commission Expires
May 2, 2018

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WESTCOR LAND TITLE INSURANCE COMPANY

File Number: **ET-5973**

SCHEDULE A
LEGAL DESCRIPTION

ALL that certain condominium unit, situate, lying and being in the Township of Hamilton, in the County of Mercer, State of New Jersey:

Being known as and designated as Unit E-3 in Building No. 16 situated in "Society Hill at Hamilton II Condominium," a condominium, established in accordance with the New Jersey Condominium Act (N.J.S.A. 46:8b-1, et seq.), together with an undivided 0.25% interest in the General Common elements of said condominium appurtenant thereto as set forth in the said Master Deed of Society Hill at Hamilton II Condominium, dated 06-27-1988, recorded 07-05-1988, in the Office of the Mercer Clerk/Register in Deed Book 2449, Page 88, as same may now or hereafter be lawfully amended.

The owner's right, title and interest In this unit and the use, sale and resale of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the "Affordable Housing Plan of Society Hill at Hamilton II Condominium" dated 05-27-1988 which plan was filed in the Office of the Clerk of Mercer county in Deed Book 2445 at Page 246, et seq. on 06-03-1988 and Is on file with the Township of Hamilton Planning Board.

NOTE FOR INFORMATION ONLY: **Being Lot(s) 657, Block 2167; Tax Map of the Township of Hamilton, County of Mercer, State of New Jersey. Commonly known as 67 Versailles Ct**

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DD-5
5 Mpp 503 - Oy #57

State of New Jersey
Council On Affordable Housing
New Jersey Department of Community Affairs

AFFORDABLE HOUSING AGREEMENT
Contains Deed Restrictions

Prepared by: _____
Sherry A. Bremerman, Esq.

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Pursuant to the transfer of ownership of an affordable housing unit for the price of $ 62,768.00, this AGREEMENT is entered into on this 16th day of September, 1998 between Philamena R. Beltran owner of the properties designated in **Section II PROPERTY DESCRIPTION**, hereafter "OWNER", and **New Jersey Department of Community Affairs**, hereafter "AUTHORITY", which Authority is an instrumentality of Township of HAmilton (referred to as the "MUNICIPALITY"), both parties **having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit described in Section II PROPERTY DESCRIPTION for a period of at least** thirty **years beginning on** September 16, 1998 **and ending at the first non-exempt transfer of title after** Sept. 16, 2028 **unless extended by municipal resolution as described in Section III TERM OF RESTRICTION.**

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c.222) hereinafter "Act", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of at least 6 years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, pursuant to the Act, the housing unit (units) described in **Section II PROPERTY DESCRIPTION** hereafter and/or an attached Exhibit A of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing units(unit) remain(s) affordable to low and moderate income eligible households for that period of time described in **Section III TERM OF RESTRICTION.**

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority for the specified period of time.

I. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by P. L. 1983, c.530 (N.J.S.A. 55:14K-1 et seq.).

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and, (4) Transfer of ownership by court order. All other title transfers shall be deemed non-exempt.

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assigns of the First Purchase Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or that can be utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority at a non-exempt transfer of title to sell an affordable unit to a household that exceeds the income eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marketed the unit for 90 days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

"Household" shall mean the person or persons occupying a housing unit.

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"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by Council.

"Low Income Household" shall mean a Household whose total Gross Annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sales or rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Owner shall not include any co-signer or co-borrower on any First Purchase Money Mortgage unless such co-signer or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Price Differential" shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the Index after reasonable real estate broker fees have been deducted. The unrestricted sales price shall be no less than a comparable fair market price as determined by the Authority at the time a Notice of Intent to Sell has been received from the Owner.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Purchaser" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing unit subject to a mortgage commitment and closing.

"Repayment" shall mean the Owner's obligation to the municipality for payment of 95% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the Affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Repayment Mortgage" shall mean the second mortgage document signed by the Owner that is given to the municipality as security for the payment due under the Repayment Note.

"Repayment Note" shall mean the second mortgage note signed by the owner that requires the repayment to the municipality of 95% of the price differential which has accrued to the low or moderate income unit during the period of resale controls at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Resale Price" shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the Index. The resale price may also be adjusted to accommodate an approved home improvement.

"Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire, theft and liability insurance.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Block 2167 Lot 817 Municipality Township Hamilton

County Mercer # of Bedrooms 2

Complete Street Address & Unit # 108 Chamberd Court

City Hamilton Twp State NJ Zip 08619

If additional Affordable Housing units are to be covered by this Agreement, a description of each additional unit is attached as Exhibit A and is incorporated herein.

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

1. At the first non-exempt sale after 10 (ten) years from the beginning date established pursuant to Paragraph A above for units located in municipalities receiving State Aid pursuant to P.L. 1978, L.14 (N.J.S.A. 52:27D-178 et seq.) that exhibit one of the characteristics delineated in N.J.A.C. 5:93-5.3(b); or at the first non-exempt sale after 30 (thirty) years from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or
2. The date upon which the event set forth in **Section IX FORECLOSURE** herein shall occur.

C. The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C. 5:93-9. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit or units is/are located.

D. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the Affordable Housing unit has been released from the restrictions of this Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housing unit for sale shall not sell the unit at a Resale Price greater than an established Base Price plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. However, in no event shall the approved resale price be established at a lower level than the last recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Low and Moderate Income-Eligible Households.

C. An Owner wishing to enter a transaction that will terminate controls as specified heretofore in **Section III TERM OF RESTRICTION** shall be obligated to provide a Notice of Intent to Sell to the Authority and the Council. An option to buy the unit at the maximum restricted sales price as calculated by the Index shall be made available to the Municipality, the Department, the Agency, or a qualified non-profit organization as determined by the Council for a period of ninety (90) days from the date of delivery of the Notice of Intent to Sell. The option to buy shall be by certified mail and shall be effective on the date of mailing to the Owner.

1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the Owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the Index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Lien for a period of up to thirty (30) years.

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2. Alternately, the Owner may also elect to sell to any purchaser at a fair market price. In this event, the Owner shall be obligated to pay the municipality 95% of the Price Differential generated at the time of closing and transfer of title of the Affordable Housing unit after restrictions have ended as specified heretofore in **Section III TERM OF RESTRICTION.**

3. If the Owner does not sell the unit within one (1) year of the date of delivery of the Notice of Intent to Sell, the option to buy shall be restored to the municipality and subsequently to the Department, the Agency or a Non-Profit approved by the Council. The Owner shall then be required to submit a new Notice of Intent to Sell the affordable unit to the Authority.

D. The Affordable Housing unit shall be sold in accordance with all rules, regulations, and requirements duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), the intent of which is to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable Master Deed and no later than the closing date of the initial sale.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section **II PROPERTY DESCRIPTION and/or Exhibit A** of the Agreement and an ending date to be imposed on the unit as described in **Section III TERM OF RESTRICTION** of the Agreement.

C. A Repayment Mortgage and a Repayment Note shall be executed between the Owner and the municipality wherein the unit(s) is(are) located at the time of closing and transfer of title to any purchaser of an Affordable Housing Unit. The Repayment Mortgage shall provide for the repayment of 95% of the Price Differential at the first non-exempt transfer of title after the ending date of restrictions as specified in **Section III TERM OF RESTRICTION.** The Repayment Mortgage shall be recorded with the records office of the County in which the unit is located.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Contracts to Purchase from all Owners to Certified Purchasers of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT which is on file in the Office of the Clerk of _____ County and is also on file with the Authority".

Any Master Deed that includes an Affordable Housing unit shall also reference the affordable unit and the Affordable Housing Agreement and any variation in services, fees, or other terms of the Master Deed that differentiates the affordable unit from all other units covered in the Master Deed.

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of each Affordable Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units shall at all times remain the Primary Residence of the Owner. The Owner shall not rent any Affordable Housing unit to any party whether or not that party qualifies as a Low or Moderate income household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that expenditures for any alteration that allows a unit to be resold to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Price. Owners must obtain prior approval for such alteration from the Authority to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing no less than ninety (90) days prior to any proposed sale of an intent to sell the property. Owners shall not execute any purchase agreement, convey title or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority.

F. An Owner shall request referrals of eligible households from pre-established referral lists maintained by the Authority.

G. If the Authority does not refer an eligible household within sixty (60) days of the Notice of Intent to Sell the unit or no Agreement to Purchase the unit has been executed, the Owner may propose a Contract to Purchase the unit to an eligible household not referred through the Authority. The proposed Purchaser must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Authority for written certification as an eligible sales transaction.

H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was initially restricted (e.g. refrigerator, range, washer, dryer, dishwasher, wall to wall carpeting) shall be included in the maximum allowable Resale Price. Other items of property may be sold to the Purchaser at a reasonable price that has been approved by the Authority at the time of signing the Agreement to Purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the Base Price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Council, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The Owner and the Purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at Resale.

I. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, second mortgages approved by the Authority and liens of the Authority to attach and remain on the property for more than sixty (60) days.

J. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

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K. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Certificate of Exemption. The Owner shall notify the Authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exempt Transaction does not terminate the resale restrictions or existing liens and is not considered a certified sales transaction in calculating subsequent resale prices. A Certificate of Exemption shall be filed with the deed at the time of title transfer.

L. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Hardship Waiver. The Owner may submit a written request for a Hardship Waiver if no Certified Household has executed an agreement to purchase within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to issuing a Hardship Waiver, the Municipality shall have 30 days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a Certified Household. The Municipality may transfer this option to the Department, the Agency, or a qualified non-profit organization as determined by the Council. For approval of a Hardship Waiver, an Owner must document efforts to sell the unit to an income eligible household. If the waiver is granted, the Owner may offer a low income unit to a moderate income household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be filed with the deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.

M. The Owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgagee shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or an entity acting on their behalf and all subsequent purchasers, Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable Housing unit owned by such defaulting mortgagor at time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

In the event of a Foreclosure sale by the First Purchase Mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the First Money mortgage, including the costs of Foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgagee and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defaulting mortgagor. Neither the First Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums: First Purchase Money Mortgage, prior liens, costs of Foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permitted Resale Price.

If there are Owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The First Purchase Money Mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the municipality wherein the Affordable Housing unit is located from acquiring an affordable property prior to foreclosure sale at a negotiated price not to exceed the maximum Resale sales price and holding, renting or conveying it to a Certified Household if such right is exercised within 90 days after the property is listed for sale and all outstanding obligations to the First Purchase Money Mortgagee are satisfied.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

This Document is the property of the County Clerk's Office of Monmouth County

XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:

At the address of the property stated in **Section II PROPERTY DESCRIPTION** hereof.

To the Authority:

At the address stated below:
Attention:

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

A. The Owner and the Authority hereby agree that all Affordable Housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in **Section III, Paragraph C, TERM OF RESTRICTION.** Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the County in which the Affordable Housing units are situated.

XIX. ACKNOWLEDGEMENT

A. Owner acknowledges receipt of a true copy of this Agreement at no charge.

Dated: 09-16-98

By: Philamena R. Beltran
Signature (Owner)
Philamena R. Beltran

Signature (Co-Owner)

STATE OF NEW JERSEY)
)ss
COUNTY OF MERCER)

BE IT REMEMBERED, that on this 16 day of September, 19 98 before me, the subscriber, Sherry A. Bremerman personally appeared Philamena R. Beltran who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner (Co-Owner) named in the within instrument; that is the Affordable Housing Agreement of the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me,
the date aforesaid.

Sherry A. Bremerman
An Attorney at Law State of New Jersey

END OF DOCUMENT

This is not a certified copy

Mercer County Clerk's Office
Catherine DiCostanzo, County Clerk
Recording Sheet

THIS COVER SHEET CONTAINS **ALL** RECORDING INFORMATION. PLEASE DO **NOT** REMOVE FROM DOCUMENT.

Return To:

FULGINITI MURPHY & PESSEL
214 CARNEGIE CENTER
STE 104
PRINCETON NJ 08540

Index DEEDS

Book 03508 Page 0143

No. Pages 0006

Instrument MISC DEEDS

Date : 12/15/1998

Time : 11:52:27

Control # 199812150169

INST# RD 1998 049610

Employee ID SUSANJ

BELTRAN
PHILAMENA R
NEW JERSEY State DEPT COMMUNITY
AFFAIRS

RECORDING	$	23.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
Total:	$	23.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

TRANSFER TAX

$ .00

Transfer Tax $ .00

Catherine DiCostanzo
Mercer County Clerk

D035080143

VOL3508 PG 143

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State of New Jersey
Council On Affordable Housing
New Jersey Department of Community Affairs

RECORD & RETURN
GENERAL ABSTRACT
2563 NOTTINGHAM WAY
MERCERVILLE, NJ 08619
(609) 586-6030
GL 06 935

AFFORDABLE HOUSING AGREEMENT
Contains Deed Restrictions

Prepared by: Robert K. Dentino II Esq.

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Pursuant to the transfer of ownership of an affordable housing unit for the price of $ 60,000.00, this AGREEMENT is entered into on the 21 day of August 1997 between Venita S. Nixon owner of the properties described in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and New Jersey Department of Community Affairs, hereafter "AUTHORITY", which Authority is an instrumentality of Hamilton Township (referred to as the "MUNICIPALITY"), both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit described in Section II PROPERTY DESCRIPTION for a period of at least ____ years beginning on _____ and ending at the first non-exempt transfer of title after _____, unless extended by municipal resolution as described in Section III TERM OF RESTRICTION.

WHEREAS, jurisdiction within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c.222) hereinafter "Act", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act required that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of at least 10 years; and

WHEREAS, the Act established the Council on Affordable Housing (hereinafter "Council") to assist municipalities in developing a realistic opportunity for the planning and development of their fair share of affordable housing; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or described Exhibit A of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing unit(s) remain(s) affordable to low and moderate income eligible households for the period of time described in Section III TERM OF RESTRICTION.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed to the premises and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority in the specified manner set forth.

I. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income (or Income) is less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by P. L. 1983, c 530 (N.J.S.A. 55:14K-1 et seq.).

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as discussed in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D 301 et seq.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and, (4) Transfer of ownership by court order. All other title transfers shall be deemed non-exempt.

"Fair Market Value" shall mean the unrestricted price of a free or market between a willing seller and a willing buyer.

"First Purchase Money Mortgage" shall mean the exact conventional mortgage(s) to provide payment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the lender and/or assignee of the First Purchase Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a recorded Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total annual economic sources of a household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or information utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority of a non-exempt transfer of title to sell an affordable unit to a household that exceeds the income eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marketed the unit for 90 days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a household of four by geographic region, using the income guideline approved for use by Council.

"Low Income Household" shall mean a Household whose total gross annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but not more than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by Council.

"Owner" shall mean the only holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sales or rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Owner shall not include any mortgagee or co-borrower on any First Purchase Money Mortgage unless such co-mortgagee or co-borrower is also a named the holder of record of the Affordable Housing unit.

"Price Differential" shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the Index after reasonable and suitable broker fees have been deducted. The unrestricted resale price shall be no less than a comparable fair market price as determined by the Authority at the time a Notice of Intent to Sell has been received from the Owner.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuous residence for no less than nine months of each calendar year.

"Purchaser" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing unit subject to a mortgage commitment and closing.

"Repayment" shall mean the Owner's obligation to the municipality for payment of 95% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the Affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Repayment Mortgage" shall mean the second mortgage document signed by the Owner that is given to the municipality as security for the payment due under the Repayment Note.

"Repayment Note" shall mean the second mortgage note signed by the owner that requires the repayment to the municipality of 95% of the price differential which has accrued to the low or moderate income unit during the period of resale custody of the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Resale Price" shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the Index. The resale price may also be adjusted to accommodate an approved home improvement.

"Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire, theft and liability insurance.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:
Block 2167 Lot 430 Municipality Hamilton Twp.
County Mercer # of Bedrooms
Complete Street Address & Unit # 28 Leharve Ct.
City Trenton State NJ Zip 08619

If additional Affordable Housing units are to be covered by this Agreement, a description of each additional unit is attached as Exhibit A and is incorporated herein.

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

1. At the first non-exempt sale after 10 (ten) years from the beginning date established pursuant to Paragraph A above for units located in municipalities receiving State Aid pursuant to P.L. 1978, L.14 (N.J.S.A. 52:27D-178 et seq.) that exhibit one of the characteristics delineated in N.J.A.C. 5:93-5.2(b); or at the first non-exempt sale after 30 (thirty) years from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or
2. The date upon which the deed set forth in Section IX FORECLOSURE herein shall occur.

C. The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C. 5:93-5.5. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit/units is/are located.

D. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the Affordable Housing unit has been released from the restrictions of this Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housing unit for sale shall not sell the unit at a Resale Price greater than an established Base Price as the allowable percentage of increase as established by the Index applicable to the municipality in which the unit is located. However, in no event shall the computed resale price be established at a lower level than the last recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Low and Moderate Income-Eligible Households.

C. An Owner wishing to enter a transaction that will terminate controls as specified hereinafore in Section III TERM OF RESTRICTION shall be obligated to provide a Notice of Intent to Sell to the Authority and the Council. An option to buy the unit at the maximum restricted sales price as calculated by the Index shall be made available to the Municipality, the Department, the Agency, or a qualified non-profit organization as determined by the Council for a period of ninety (90) days from the date of delivery of the Notice of Intent to Sell. The option to buy shall be by certified mail and shall be effective on the date of mailing to the Owner.

1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the Owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the Index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Lien for a period of up to thirty (30) years.

2. Alternately, the Owner may also elect to sell to any purchaser at a fair market price. In the event, the Owner shall be obligated to pay the municipality 95% of the Price Differential generated at the time of closing and transfer of title of the Affordable Housing unit after restrictions have ended as specified hereinbelow in Section III TERM OF RESTRICTION

3. If the Owner does not sell the unit within one (1) year of the date of delivery of the Notice of Intent to Sell, the Owner's duty shall be restored to the municipality and subsequently to the Department, the Agency or a Non-Profit approved by the Council. The Owner shall then be required to submit a new Notice of Intent to Sell the affordable unit to the Authority.

D. The Affordable Housing unit shall be sold in accordance with all rules, regulations, and requirements duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), the intent of which is to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the County in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of the applicable Master Deed and no later than the closing date of the initial sale.

B. When a single Agreement is executed upon more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or Exhibit A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTION of the Agreement.

C. A Repayment Mortgage and a Repayment Note shall be executed between the Owner and the municipality wherein the unit(s) is(are) located at the time of closing and transfer of title to any purchaser of an Affordable Housing Unit. The Repayment Mortgage shall provide for the repayment of 95% of the Price Differential at the first non-exempt transfer of title after the ending date of restrictions as specified in Section III TERM OF RESTRICTION. The Repayment Mortgage shall be recorded with the records office of the County in which the unit is located.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Contracts to Purchase from all Owners to Certified Purchasers of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT which is on file in the Office of the Clerk of Mercer County and is also on file with the Authority".

Any Master Deed that includes an Affordable Housing unit shall also reference the affordable unit and the Affordable Housing Agreement and any variation in services, fees, or other terms of the Master Deed that differentiates the affordable unit from all other units covered in the Master Deed.

VII. COVENANTS RUNNING WITH LAND

The provisions of the Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of each Affordable Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units shall at all times remain the Primary Residence of the Owner. The Owner shall not rent any Affordable Housing unit to any party whether or not that party qualifies as a Low or Moderate income household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that expenditures for any alteration that allows a unit to be retrofitted to a larger household size because of an increase capacity for occupancy shall be considered for a recalculation of Base Price. Owners must obtain prior approval for such alteration from the Authority to qualify for the recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing no less than ninety (90) days prior to any proposed sale of an intent to sell the property. Owners shall not execute any purchase agreement, convey title or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority.

F. An Owner shall request referrals of eligible households from pre-established referral lists maintained by the Authority.

G. If the Authority does not refer an eligible household within sixty (60) days of the Notice of Intent to Sell the unit or no Agreement to Purchase the unit has been executed, the Owner may propose a Contract to Purchase the unit to an eligible household not referred through the Authority. The proposed Purchaser must complete all required Household Eligibility forms and submit three Annual Income information for verification to the Authority for written certification as an eligible sales transaction.

H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was initially purchased (e.g. refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable Resale Price. Other items of property may be sold to the Purchaser at a reasonable price that has been approved by the Authority at the time of signing the Agreement to Purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the Base Price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Council, the purchase of any property other than Central air conditioning shall not be made a condition of the unit resale. The Owner and the Purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at Resale.

I. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, second mortgages approved by the Authority and liens of the Authority to attach and remain on the property for more than sixty (60) days.

J. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

K. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Certificate of Exemption. The Owner shall notify the Authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exempt Transaction does not terminate the resale restrictions or existing liens and is not considered a certified arms' length transaction in calculating subsequent resale prices. A Certificate of Exemption shall be Delivered to the Owner at the time of the transfer.

L. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Hardship Waiver. The Owner may submit a written request for a Hardship Waiver if no Certified Household has executed an agreement to purchase within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to granting a Hardship Waiver, the Municipality shall have the right to sign an Agreement to purchase transaction at the approved resale price and subsequently rent or convey it to a Certified Household. The Municipality may transfer this option to the Department, the Agency, or a qualified non-profit organization as determined by the Council. For approval of a Hardship Waiver, the Owner must document efforts to sell the unit to an income eligible household. If the waiver is granted, the Owner may offer a low income unit for a moderate income transaction or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be filed with the deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.

M. The Owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgages shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgagee, a lender in the secondary mortgage market including but not limited to the FHAA, Federal Home Loan Mortgage Corporation, GNMA, or an entity acting on their behalf and all subsequent purchasers. Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable Housing unit owned by such defaulting mortgagor at time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

In the event of a Foreclosure sale by the First Purchase Mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the First Money mortgage, including the costs of Foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgages and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. The obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defaulting mortgagor. Neither the First Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums: First Purchase Money Mortgage, prior liens, costs of Foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permitted Resale Price.

If there are Owners equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The First Purchase Money Mortgagee shall pay such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the municipality wherein the Affordable Housing unit is located from acquiring an affordable property prior to foreclosure sale at a negotiated price not to exceed the maximum Resale sales price and holding, renting or conveying it to a Certified Household if such right to exercise within 90 days after the property is listed for sale and all outstanding obligations to the First Purchase Money Mortgagee are satisfied.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority. In light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

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XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:
At the address of the property stated in Section II PROPERTY DESCRIPTION hereof.

To the Authority:
At the address stated below:
Attention:

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

A. The Owner and the Authority hereby agree that all Affordable Housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in Section III, Paragraph C. TERM OF RESTRICTION. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the County in which the Affordable Housing units are situated.

XIX. ACKNOWLEDGEMENT

A. Owner acknowledges receipt of a true copy of this Agreement at no charge.

Witness:

By: Venita S. Nixon
Signature (Owner) Venita S. Nixon

Signature (Co-Owner)

STATE OF NEW JERSEY)
)ss
COUNTY OF Mercer)

BE IT REMEMBERED, that on this 21st day of August, 1997 before me, the subscriber, _____ personally appeared Venita S. Nixon who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner (Co-Owner) named in the within instrument; that is the Affordable Housing Agreement of the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me, the date aforesaid.

Ann Marie Ettenger
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug 14, 1998

026215

This Document is the property of the New Jersey Land Title Corporation.

R & R to:
Hamilton Township
Engineering Planning & Inspections
2090 Greenwood Ave.
Hamilton, NJ 08650

State of New Jersey
Council On Affordable Housing
New Jersey Department of Community Affairs

AFFORDABLE HOUSING AGREEMENT
Contains Deed Restrictions

Prepared by: John M. Jingoli, Jr., Esquire

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Pursuant to the transfer of ownership of an affordable housing unit for the price of $ 47,000.00, this AGREEMENT is entered into on this 20th day of May, 1998 between Allan M. Sconza owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and New Jersey Department of Community Affairs, hereafter "AUTHORITY", which Authority is an instrumentality of Hamilton Township (referred to as the "MUNICIPALITY"), both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit described in Section II PROPERTY DESCRIPTION for a period of at least 30 years beginning on May 27, 1988 and ending at the first non-exempt transfer of title after May 27, 2018 unless extended by municipal resolution as described in Section III TERM OF RESTRICTION.

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c.222) hereinafter "Act", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of at least 6 years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached Exhibit A of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing units(unit) remain(s) affordable to low and moderate income eligible households for that period of time described in Section III TERM OF RESTRICTION.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority for the specified period of time.

I. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by P. L. 1983, c.530 (N.J.S.A. 55:14K-1 et seq.).

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and, (4) Transfer of ownership by court order. All other title transfers shall be deemed non-exempt.

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assigns of the First Purchase Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or that can be utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority of a non-exempt transfer of title to sell an affordable unit to a household that exceeds the income eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marketed the unit for 90 days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by Council.

"Low Income Household" shall mean a Household whose total Gross Annual Income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sales or rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Owner shall not include any co-signer or co-borrower on any First Purchase Money Mortgage unless such co-signer or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Price Differential" shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the Index after reasonable real estate broker fees have been deducted. The unrestricted sales price shall be no less than a comparable fair market price as determined by the Authority at the time a Notice of Intent to Sell has been received from the Owner.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Purchaser" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing unit subject to a mortgage commitment and closing.

"Repayment" shall mean the Owner's obligation to the municipality for payment of 95% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the Affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Repayment Mortgage" shall mean the second mortgage document signed by the Owner that is given to the municipality as security for the payment due under the Repayment Note.

"Repayment Note" shall mean the second mortgage note signed by the owner that requires the repayment to the municipality of 95% of the price differential which has accrued to the low or moderate income unit during the period of resale controls at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Resale Price" shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the Index. The resale price may also be adjusted to accommodate an approved home improvement.

"Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire, theft and liability insurance.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Block 2167 Lot 659 Municipality Hamilton Township

County Mercer # of Bedrooms 2

Complete Street Address & Unit # 65 Versailles Court

City Trenton State NJ Zip 08619

If additional Affordable Housing units are to be covered by this Agreement, a description of each additional unit is attached as Exhibit A and is incorporated herein.

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

1. At the first non-exempt sale after 10 (ten) years from the beginning date established pursuant to Paragraph A above for units located in municipalities receiving State Aid pursuant to P.L. 1978, L.14 (N.J.S.A. 52:27D-178 et seq.) that exhibit one of the characteristics delineated in N.J.A.C. 5:93-5.3(b); or at the first non-exempt sale after 30 (thirty) years from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or
2. The date upon which the event set forth in Section IX FORECLOSURE herein shall occur.

C. The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C. 5:93-9. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit or units is/are located.

D. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the Affordable Housing unit has been released from the restrictions of this Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housing unit for sale shall not sell the unit at a Resale Price greater than an established Base Price plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. However, in no event shall the approved resale price be established at a lower level than the last recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Low and Moderate Income-Eligible Households.

C. An Owner wishing to enter a transaction that will terminate controls as specified hereinafore in Section III TERM OF RESTRICTION shall be obligated to provide a Notice of Intent to Sell to the Authority and the Council. An option to buy the unit at the maximum restricted sales price as calculated by the Index shall be made available to the Municipality, the Department, the Agency, or a qualified non-profit organization as determined by the Council for a period of ninety (90) days from the date of delivery of the Notice of Intent to Sell. The option to buy shall be by certified mail, and shall be effective on the date of mailing to the Owner.

1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the Owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the Index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Lien for a period of up to thirty (30) years.

COPY

K. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Certificate of Exemption. The Owner shall notify the Authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exempt Transaction does not terminate the resale restrictions or existing liens and is not considered a certified sales transaction in calculating subsequent resale prices. A Certificate of Exemption shall be filed with the deed at the time of title transfer.

L. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), for determining that a resale transaction is qualified for a Hardship Waiver. The Owner may submit a written request for a Hardship Waiver if no Certified Household has executed an agreement to purchase within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to issuing a Hardship Waiver, the Municipality shall have 30 days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a Certified Household. The Municipality may transfer this option to the Department, the Agency, or a qualified non-profit organization as determined by the Council. For approval of a Hardship Waiver, an Owner must document efforts to sell the unit to an income eligible household. If the waiver is granted, the Owner may offer a low income unit to a moderate income household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be filed with the deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.

M. The Owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgagee shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or an entity acting on their behalf and all subsequent purchasers, Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable Housing unit owned by such defaulting mortgagor at time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

In the event of a Foreclosure sale by the First Purchase Mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the First Money mortgage, including the costs of Foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgagee and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defaulting mortgagor. Neither the First Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums: First Purchase Money Mortgage, prior liens, costs of Foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permited Resale Price.

If there are Owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The First Purchase Money Mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the municipality wherein the Affordable Housing unit is located from acquiring an affordable property prior to foreclosure sale at a negotiated price not to exceed the maximum Resale sales price and holding, renting or conveying it to a Certified Household if such right is exercised within 90 days after the property is listed for sale and all outstanding obligations to the First Purchase Money Mortgagee are satisfied.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

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XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:

At the address of the property stated in Section II PROPERTY DESCRIPTION hereof.

To the Authority:

At the address stated below:
Attention:

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns; and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

A. The Owner and the Authority hereby agree that all Affordable Housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in Section III, Paragraph C, TERM OF RESTRICTION. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the County in which the Affordable Housing units are situated.

XIX. ACKNOWLEDGEMENT

A. Owner acknowledges receipt of a true copy of this Agreement at no charge.

Dated: May 20, 1998

By: _____
Signature (Owner)
Allan M. Sconza

_____
Signature (Co-Owner)

STATE OF NEW JERSEY)
)ss
COUNTY OF Mercer)

BE IT REMEMBERED, that on this 20th day of May, 19 98 before me, the subscriber, John M. Jingoli, Jr. personally appeared Allan M. Sconza who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner (Co-Owner) named in the within instrument; that is the Affordable Housing Agreement of the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me,
the date aforesaid.

_____
John M. Jingoli, Jr.
An Attorney at Law of New Jersey

END OF DOCUMENT

This is a true copy of the original

Mercer County
Document Summary Sheet

MERCER COUNTY CLERK

MERCER COUNTY COURTHOUSE
209 SOUTH BROAD STREET
TRENTON NJ 08650

INSTR # 2018052727
D BK 6351 PG 1129
RECORDED 12/12/2018 01:04:45 PM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

Official Use Only

Transaction Identification Number		3668612 3173765
Submission Date *(mm/dd/yyyy)*	12/12/2018	**Return Address** *(for recorded documents)*
No. of Pages *(excluding Summary Sheet)*	5	FOUNDATION TITLE, LLC
Recording Fee *(excluding transfer tax)* *(Convenience Charge of $3.00 included)*	$75.00	13000 LINCOLN DRIVE WEST MARLTON, NJ 08053
Realty Transfer Tax	$0.00	
Total Amount	$75.00	
Document Type	MISCELLANEOUS DEED	
Municipal Codes		
HAMILTON TOWNSHIP	HAT	
Batch Type	L2 - LEVEL 2 (WITH IMAGES)	

Bar Code(s)

188797

Additional Information (Official Use Only)

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Mercer County
Document Summary Sheet

	Type	MISCELLANEOUS DEED			
	Consideration				
	Submitted By	SIMPLIFILE, LLC. (SIMPLIFILE)			
	Document Date	11/29/2018			
	Reference Info				
	Book ID	**Book**	**Beginning Page**	**Instrument No.**	**Recorded/File Date**
MISCELLANEOUS DEED	**GRANTOR**	**Name**		**Address**	
		ROHULLAH MOHAMMAD			
		LATIFA YOUSAFZAI			
	GRANTEE	**Name**		**Address**	
		TOWNSHIP OF HAMILTON			

Parcel Info					
Property Type	**Tax Dist.**	**Block**	**Lot**	**Qualifier**	**Municipality**
	HA	2167	655		HAT

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818-112930

Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property

Fair Housing Act Required Covenants Restricting Use, Conveyance and Mortgage Debt

THIS DECLARATION is made this 29 day of November, 2018, by **Rohullah Mohammad & Latifa Yousafzai**, whose address is about to be **63 Versailles Court** (hereinafter referred to as "Owner").

WHEREAS, Owner is the owner of 63 Versailles Ct, Hamilton, an affordable unit that is situated within Society Hill at Hamilton II, a development located in the Township of Hamilton, County of Mercer, State of New Jersey; and

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1986, c. 222) (hereinafter the "Act") to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with the provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households;

WHEREAS, pursuant to the Act, the Affordable Unit described above has been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Declaration is to insure that the described Affordable Unit remains affordable to low and moderate income eligible households for that period of time described in this Declaration.

NOW, THEREFORE, it is the intent of this Declaration to ensure that the affordability controls are recorded on the Affordable Unit so as to bind the Owner of the Affordable Unit with the covenants, conditions and restrictions, with which they shall be required to comply, and to notify all future purchasers of the Affordable Unit that the housing unit is encumbered with affordability controls.

Article 1. Affordable Housing Covenants

The sale and use of the Affordable Unit subject to this Declaration is governed by regulations governing controls on affordability, which are found in New Jersey Administrative Code at Title 5, chapter 93, subchapter 9 (N.J.A.C. 5:93-9.1, *et seq*), and chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*) (the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land, for the Affordable Unit, for the period of time commencing upon the earlier of (a) the date hereof or (b) the date the initial certified household

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took title to the unit ("Control Period"), and terminating upon the expiration of the Control Period as provided in Section 1I hereof.

A. The Affordable Unit may be conveyed only to a household which has been approved in advance and in writing by the Township of Hamilton, or other administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Affordable Unit shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price" or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Affordable Unit may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percentum (95%) of the applicable MRP.

D. The owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Affordable Unit lease or rent the Affordable Unit to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Affordable Unit is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Affordable Unit that would affect its bedroom configuration, and in any event, no improvement made to the Affordable Unit will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

I. The Affordable Unit shall remain subject to the requirements hereof until the Township of Hamilton elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years and until terminated by the Township.

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Article 2. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Affordable Unit Owner, or any successor in interest or other owner of the Affordable Unit, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance. This Declaration replaces and supersedes any prior Affordable Housing Agreement; Declaration of Covenants, Conditions and Restrictions that was filed in the Office of the Clerk, County of Mercer.

WITNESS WHEREOF, Owner has caused this instrument to be executed this 29 day of November, 2018

WITNESS: Valeria Damason
Valeria A. Mason

Latifa Yousafzai, Owner

Rohullah Mohammad Owner

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STATE OF NEW JERSEY)
) ss.:
COUNTY OF Mercer)

On this the 29 day of November, 2018 before me came **Rohullah Mohammad & Latifa Yousafzai** who acknowledges and makes proof to my satisfaction that he/she/they are/is the Owners named within this Declaration, and that he/she/they have executed said Declaration for the purposes set forth therein, sworn to and subscribed by them in my presence on this date.

Sworn to and subscribed before me
this the 29 day of November, 2018

Valerie A. Mason
Notary Public of New Jersey
My Commission Expires Jan. 26, 2019

Record and Return to:

Piazza & Associates
216 Rockingham Row
Princeton Forrestal Village
Princeton, NJ 08540

FOUNDATION TITLE, LLC
3840 Quakerbridge Rd, Ste ~~120~~ 210
Hamilton, NJ 08619
(609) 586-7077

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LEGAL DESCRIPTION

Foundation Title, LLC - Hamilton
a Policy Issuing Agent for **First American Title Insurance Company**
File No. 818-112930

All that certain tract or parcel of land, situated, lying and being in Hamilton Township, County of Mercer, and State of New Jersey, more particularly described as follows:

BEING known and designated as Unit No. J-2, in Building 16, in Society Hill at Hamilton II Condominium, together with an undivided .23% interest in the Common Elements appurtenant thereto, in accordance with and subject to the terms, conditions, easements, covenants, restrictions, limitations, and other provisions as set forth in the Society Hill at Hamilton II Condominium Master Deed and Declaration of Restrictive and Protective Covenants dated June 27, 1988, recorded July 5, 1988, in the Office of the Mercer County Clerk/Register in Deed Book 2449, Page 88, et seq., as amended from time to time.

The owner's right, title and interest is this unit and the use, sale and resale of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the "Affordable Housing Plan of Society Hill at Hamilton II Condominium" dated May 27, 1988 which plan was filed in the Office of the Clark of Mercer County in Deed Book 2445, Page 246, et seq. on June 3, 1988 and is on file with the Township of Hamilton Planning Board.

NOTE FOR INFORMATION:

BEING known as 63 Versailles Court, Hamilton Township, Mercer County, State of New Jersey, Block 2167, Lot 655 on the tax map of Hamilton Township.

Commonly known as 63 Versailles Court, Hamilton, NJ 08619.

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Mercer County
Document Summary Sheet

MERCER COUNTY CLERK

MERCER COUNTY COURTHOUSE
209 SOUTH BROAD STREET
TRENTON NJ 08650

INSTR # 2018052726
D BK 6351 PG 1121
RECORDED 12/12/2018 01:04:45 PM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY
RTF TOTAL TAX 85.00

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Transaction Identification Number		3668612 3173764
Submission Date *(mm/dd/yyyy)*	12/12/2018	**Return Address** *(for recorded documents)*
No. of Pages *(excluding Summary Sheet)*	6	FOUNDATION TITLE, LLC
Recording Fee *(excluding transfer tax)* *(Convenience Charge of $2.00 included)*	$92.00	13000 LINCOLN DRIVE WEST MARLTON, NJ 08053
Realty Transfer Tax	$85.00	
Total Amount	$177.00	
Document Type	DEED - SENIOR CITIZEN	
Municipal Codes		
HAMILTON TOWNSHIP	HAT	
Batch Type	L2 - LEVEL 2 (WITH IMAGES)	

Bar Code(s)

188796

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Mercer County
Document Summary Sheet

	Type	DEED - SENIOR CITIZEN			
	Consideration	$84,951.00			
	Submitted By	SIMPLIFILE, LLC. (SIMPLIFILE)			
	Document Date	11/29/2018			
	Reference Info				
	Book ID	**Book**	**Beginning Page**	**Instrument No.**	**Recorded/File Date**
DEED - SENIOR CITIZEN	**GRANTOR**	**Name**		**Address**	
		CARSWELL WHITEHEAD EXECUTRIX OF THE ESTATE OF CAR			
	GRANTEE	**Name**		**Address**	
		ROHULLAH MOHAMMADI		63 VERSAILLES COURT, HAMILTON, NJ 08619	
		LATIFA YOUSAFZAI		63 VERSAILLES COURT, HAMILTON, NJ 08619	
	Parcel Info				
	Property Type	**Tax Dist.**	**Block**	**Lot**	**Qualifier**	**Municipality**
		HA	2167	655		HAT

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818- 112930
updated February 2015

APPENDIX A

MANDATORY DEED FORM FOR OWNERSHIP UNITS

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

And Mortgage Debt

THIS DEED is made on this the 29th day of November, 2018 by and between **Carswell Whitehead, Executrix of the Estate of Carrie Johnson** (Grantor) and Rohullah Mohammad & ~~Laifa~~ Yousafzai, (Grantee). Latifa **Husband and Wife**, whose address is: 63 Versailles Court Hamilton, NJ 08619

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Eighty four Thousand Nine Hundred Fifty One Dollars ($ 84,951.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. ~~540.01~~ 2167 Lot No. ~~5.002 C.352~~ 655, and known by the street address:

63 Versailles Court
Hamilton, NJ 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject

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to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

A. The Property may be conveyed only to a household who has been approved in advance and in writing by _____, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 et seq., shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

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GIT/REP-3
(9-2015)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

Carswell Whitehead, Executrix of the Estate of Carrie Johnson

Current Street Address

98 Sparrow Drive

City, Town, Post Office Box	State	Zip Code
Hamilton	NJ	08690

PROPERTY INFORMATION

Block(s)	Lot(s)	Qualifier
2167	655	

Street Address
63 Versailles Court

City, Town, Post Office Box	State	Zip Code
Hamilton	NJ	08619

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100%	$84,951.00	$84,951.00	11/29/2018

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. [X] Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. [ ] The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. [ ] Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. [ ] Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. [ ] Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. [X] The total consideration for the property is $1,000 or less so the seller is not required to make an estimated income tax payment.
7. [ ] The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
   [ ] Seller did not receive non-like kind property.
8. [ ] The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. [ ] The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. [ ] The deed is dated prior to August 1, 2004, and was not previously recorded.
11. [ ] The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. [ ] The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. [ ] The property transferred is a cemetery plot.
14. [ ] The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box [ ] I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

11/29/18
Date

Carswell Whitehead Executrix
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY }SS.

COUNTY Mercer County Municipal Code 1103

MUNICIPALITY OF PROPERTY LOCATION Hamilton

FOR RECORDER'S USE ONLY	
Consideration	$
RTF paid by seller	$
Date	By

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE *(See Instructions #3 and #4 on reverse side)*

Deponent, Carswell Whitehead, Executrix of the Estate of Carrie Johnson (Name) being duly sworn according to law upon his/her oath, deposes and says that he/she is the Grantor (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) in a deed dated 11/29/18 transferring real property identified as Block number ~~540.01~~ 2167 Lot number ~~5.002~~ 655 located at 63 Versailles Court, Hamilton (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 84,951.00 *(Instructions #1 and #5 on reverse side)* [X] no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) **REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:**
(See Instructions #3A and #7 on reverse side)
Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

$_____ + _____ % = $_____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE *(See Instruction #8 on reverse side)*
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE *(Instruction #9 on reverse side)*
NOTE: All boxes below apply to grantor(s) only. **ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED.** Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

A. **SENIOR CITIZEN** Grantor(s) [ ] 62 years of age or over. * *(Instruction #9 on reverse side for A or B)*
B. **BLIND PERSON** Grantor(s) [ ] legally blind or *
DISABLED PERSON Grantor(s) [ ] permanently and totally disabled [ ] receiving disability payments [ ] not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
[ ] Owned and occupied by grantor(s) at time of sale. [ ] Resident of State of New Jersey.
[ ] One or two-family residential premises. [ ] Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** *(Instruction #9 on reverse side)*
[X] Affordable according to H.U.D. standards. [X] Reserved for occupancy.
[X] Meets income requirements of region. [X] Subject to resale controls.

(6) NEW CONSTRUCTION *(Instructions #2, #10 and #12 on reverse side)*
[ ] Entirely new improvement. [ ] Not previously occupied.
[ ] Not previously used for any purpose. [ ] "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES *(Instructions #5, #12, #14 on reverse side)*
[ ] No prior mortgage assumed or to which property is subject at time of sale.
[ ] No contributions to capital by either grantor or grantee legal entity.
[ ] No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 29th day of November, 2018

Robert W. Pinard
Attorney at Law
State of NJ

Signature of Deponent	Grantor Name
98 Sparrow Drive	98 Sparrow Drive
Hamilton Square NJ 08690	Hamilton Square, NJ 08690
Deponent Address	Grantor Address at Time of Sale
[redacted]216	Foundation Title LLC
Last three digits in Grantor's Social Security Number	Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY			
Instrument Number		County	
Deed Number		Book	Page
Deed Dated		Date Recorded	

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:
www.state.nj.us/treasury/taxation/lpt/localtax.htm

This Document is the property of the New Jersey Land Title Records Archive

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

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EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Robert W. Pinard, Esq

Signed, sealed and delivered in the presence of or attested by:

Carol M. Executrix [seal]
Carswell Whitehead, Executrix
of the Estate of Carrie Johnson

_____ [seal]

_____ [seal]

_____ [seal]

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Mercer

I am either (check one) X a Notary Public or ____ a _____ an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 29 day of NOV., 2018, Carswell Whitehead, **Executrix of the Estate of Carrie Johnson** appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement).* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is $84,951.00.

Valerie A. Mason

Officer's signature: Sign above, and print stamp or type name below.

Valerie A. Mason
Notary Public of New Jersey
My Commission Expires Jan. 26, 2019

R & R

FOUNDATION TITLE, LLC
3840 Quakerbridge Rd, Ste ~~120~~ 210
Hamilton, NJ 08619
(609) 586-7077

LEGAL DESCRIPTION

Foundation Title, LLC - Hamilton
a Policy Issuing Agent for **First American Title Insurance Company**
File No. 818-112930

All that certain tract or parcel of land, situated, lying and being in Hamilton Township, County of Mercer, and State of New Jersey, more particularly described as follows:

BEING known and designated as Unit No. J-2, in Building 16, in Society Hill at Hamilton II Condominium, together with an undivided .23% interest in the Common Elements appurtenant thereto, in accordance with an subject to the terms, conditions, easements, covenants, restrictions, limitations, and other provisions as set forth in the Society Hill at Hamilton II Condominium Master Deed and Declaration of Restrictive and Protective Covenants dated June 27, 1988, recorded July 5, 1988, in the Office of the Mercer County Clerk/Register in Deed Book 2449, Page 88, et seq., as amended from time to time.

The owner's right, title and interest is this unit and the use, sale and resale of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the "Affordable Housing Plan of Society Hill at Hamilton II Condominium" dated May 27, 1988 which plan was filed in the Office of the Clark of Mercer County in Deed Book 2445, Page 246, et seq. on June 3, 1988 and is on file with the Township of Hamilton Planning Board.

NOTE FOR INFORMATION:

BEING known as 63 Versailles Court, Hamilton Township, Mercer County, State of New Jersey, Block 2167, Lot 655 on the tax map of Hamilton Township.

Commonly known as 63 Versailles Court, Hamilton, NJ 08619.

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Mercer County
Document Summary Sheet

MERCER COUNTY CLERK

MERCER COUNTY COURTHOUSE
209 SOUTH BROAD STREET
TRENTON NJ 08650

INSTR # 2018052729
M BK 11382 PG 557
RECORDED 12/12/2018 01:04:45 PM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

Official Use Only

Transaction Identification Number	3668612 3173767
Submission Date *(mm/dd/yyyy)*	12/12/2018
No. of Pages *(excluding Summary Sheet)*	5
Recording Fee *(excluding transfer tax)* *(Convenience Charge of $3.00 included)*	$75.00
Realty Transfer Tax	$0.00
Total Amount	$75.00
Document Type	MORTGAGE

Return Address *(for recorded documents)*

FOUNDATION TITLE, LLC

13000 LINCOLN DRIVE WEST

MARLTON, NJ 08053

Municipal Codes

HAMILTON TOWNSHIP HAT

Batch Type L2 - LEVEL 2 (WITH IMAGES)

Bar Code(s)

188799

Additional Information (Official Use Only)

**** DO NOT REMOVE THIS PAGE.***
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MERCER COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.

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Mercer County
Document Summary Sheet

	Type	MORTGAGE			
	Consideration	$0.00			
	Submitted By	SIMPLIFILE, LLC. (SIMPLIFILE)			
	Document Date	11/29/2018			
	Reference Info				
	Book ID	**Book**	**Beginning Page**	**Instrument No.**	**Recorded/File Date**
MORTGAGE	**MORTGAGOR**	**Name**		**Address**	
		ROHULLAH MOHAMMAD			
		LATIFA YOUSAFZAI			
	MORTGAGEE	**Name**		**Address**	
		TOWNSHIP OF HAMILTON			
	Parcel Info				
	Property Type	**Tax Dist.**	**Block**	**Lot**	**Qualifier**	**Municipality**
		HA	2167	655		HAT

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**** DO NOT REMOVE THIS PAGE.***
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MERCER COUNTY FILING RECORD.
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Prepared 08/11/2006

818-112930

Township of Hamilton
Affordable Housing Program

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To Secure Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS MORTGAGE, made on this the 29 day of November, 2018, by and between **Rohullah Mohammad & Latifa Yousafzai**, (the "OWNER") and **the Township of Hamilton, New Jersey (the "Municipality")** in connection with the property described herein (the "PROPERTY").

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, including but not limited to certification by the Municipality for participation in the Affordable Housing Program and for release by the Municipality of prior recorded restriction documents, the Owner has signed a Repayment Mortgage Note (the "Note") dated November 29, 2018. The Owner promises to pay to the Municipality amounts due under the Repayment Mortgage Note, and to abide by all obligations contained therein.

Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE

This Mortgage is given to the Municipality as security for the payment required to be paid upon the first non-exempt sale of the Property, which requirement is set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing, as in effect at the time the Property was first restricted under the Affordable Housing program, after the completion of the control period established pursuant to Section 5:93-9.2 of said Rules (the "Control Period"). The amount of any such payment shall be determined by calculating Ninety-Five Percent (95%) of the difference between (a) the actual sale price and (b) the regulated maximum sales price (Maximum Resale Price, or "MRP") that would be applicable were the Control Period still in effect.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of **the Township of Hamilton** in the County of **Mercer**, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. ~~540.01~~ 2167 Lot No. ~~5.002 c.352~~ 655, and known by the street address:

63 Versailles Court, Hamilton, New Jersey 08619

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Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner, by mortgaging the Property to the Municipality, gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the Municipality under Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*). The rights given to the Municipality are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Owner and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a quitclaim deed or other document of release.

Article 5. DEFAULT

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1. The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;

2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;

3. The Owner fails to make any payment required by the Note;

4. The holder of any lien on the Property starts foreclosure proceedings; or

5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

Article 6. MUNICIPALITY'S RIGHTS UPON DEFAULT

If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have all of the rights given by law or set forth in this Mortgage.

Article 7. NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.

Article 8. NO WAIVER BY MUNICIPALITY

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that authority, or has agreed in an earlier instance not to exercise that right. The Municipality does not waive its right to declare the Owner is in default by making payments or incurring expenses on behalf of the Owner.

Article 9. EACH PERSON LIABLE

The Mortgage is legally binding upon each Owner individually and all their heirs, assigns, agents and designees who succeed to their responsibilities. The Municipality may enforce any of the provisions of the Note and of this Mortgage against any one or more liable individual.

Article 10. SUBORDINATION

This Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the MRP that would be applicable were the Control Period still in effect.

Article 11. SUBSEQUENT OWNERS

This Mortgage shall not be released, with respect to any subsequent owner who acquires the property through an exempt transfer unless the transferee shall execute a note and mortgage in the form of the Note and this Mortgage, and the same has been duly recorded.

Article 12. AMENDMENTS

No amendment or change to the Note and this Mortgage may be made, except in a written document signed by both parties.

Article 13. SIGNATURES

By executing this Mortgage on page 3, hereof, the Owner agrees to all of its terms and conditions.

This is not a certified copy

Prepared 08/11/2006

Article 14. ACKNOWLEDGEMENT

The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the Municipality.

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

Latifa Yousafzai

Latifa Yousafzai

ATTEST:

Rohullah Mohammad

STATE OF NEW JERSEY:

SS

COUNTY OF ~~MIDDLESEX~~ Mercer

BE IT REMEMBERED, that on this 29 day of November, 2018 the subscriber, **Rohullah Mohammad & Latifa Yousafzai** appeared personally before me *(If more than one person signed the foregoing mortgage and appeared before me, the words "the subscriber" and "the Owner" shall include all such persons)* and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me,
on this 29 day of November, 2018

Valerie A. Mason

Valerie A. Mason
Notary Public of New Jersey
My Commission Expires Jan. 26, 2019

Notary Public

R+R

FOUNDATION TITLE, LLC
3840 Quakerbridge Rd, Ste ~~120~~ 210
Hamilton, NJ 08619
(609) 586-7077

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LEGAL DESCRIPTION

Foundation Title, LLC - Hamilton
a Policy Issuing Agent for **First American Title Insurance Company**
File No. 818-112930

All that certain tract or parcel of land, situated, lying and being in Hamilton Township, County of Mercer, and State of New Jersey, more particularly described as follows:

BEING known and designated as Unit No. J-2, in Building 16, in Society Hill at Hamilton II Condominium, together with an undivided .23% interest in the Common Elements appurtenant thereto, in accordance with and subject to the terms, conditions, easements, covenants, restrictions, limitations, and other provisions as set forth in the Society Hill at Hamilton II Condominium Master Deed and Declaration of Restrictive and Protective Covenants dated June 27, 1988, recorded July 5, 1988, in the Office of the Mercer County Clerk/Register in Deed Book 2449, Page 88, et seq., as amended from time to time.

The owner's right, title and interest is this unit and the use, sale and resale of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the "Affordable Housing Plan of Society Hill at Hamilton II Condominium" dated May 27, 1988 which plan was filed in the Office of the Clark of Mercer County in Deed Book 2445, Page 246, et seq. on June 3, 1988 and is on file with the Township of Hamilton Planning Board.

NOTE FOR INFORMATION:

BEING known as 63 Versailles Court, Hamilton Township, Mercer County, State of New Jersey, Block 2167, Lot 655 on the tax map of Hamilton Township.

Commonly known as 63 Versailles Court, Hamilton, NJ 08619.

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(1st) TE14225

INSTR # 2019000941
D BK 6354 PG 544 Pgs 544 - 551; (8 pgs)
RECORDED 01/08/2019 12:00:29 PM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY
RTF TOTAL TAX $92.50

Mercer County Clerk Recording Data Page
Paula Sollami Covello Esq
Mercer County Clerk

Official Use Only – Realty Transfer Fee

Date of Document	Type of Document
12/28/2018	Deed

First Party Name	Second Party Name
Lynn Ann Donato, unmarried	Sandra McNichol, unmarried
Additional Parties:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Lot 629	Block 2167
Municipality Township of Hamilton	Consideration $92,009.00
Mailing Address of Grantee : 35 Versailles Court, Hamilton NJ, 08619	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

Original Book	Original Page

This is not a certified copy

Deed 8pg
deed 8pg
#350 $110 #164482
#9250

TE 14225

updated February 2015

APPENDIX A

Record and Return:

Title Evolution, LLC
230 Farnsworth Avenue
Bordentown, NJ 08505

MANDATORY DEED FORM FOR OWNERSHIP UNITS

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this the 28th day of Dec., 2018 by and between

Lynn Ann Donato, unmarried, whose address is **1443 Mission Drive West Clearwater, FL 33759** (Grantor) and **Sandra McNichol, unmarried**, whose address is about to be **35 Versailles Court, Hamilton, NJ 08619** (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of **Ninety Two Thousand Nine 00/100** Dollars ($92,009.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of **Hamilton**, County of **Mercer**, State of New Jersey, and described more specifically as Block No. **2167** Lot No. **629**, and known by the street address:

35 Versailles Court

Hamilton NJ 08619

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

This is a certified copy

WESTCOR
LAND TITLE INSURANCE COMPANY

This is not a certified copy

LEGAL DESCRIPTION

Issuing Office File No. TE14225

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Hamilton, in the County of Mercer, State of New Jersey:

Known as and designated as Unit No. D-1, in Building No. 15, situated in Society Hill at Hamilton II, a condominium, established in accordance with the N.J.S.A. 46:8b-1, et seq., together with an undivided 0.25% interest in the General Common elements of said condominium appurtenant to the aforesaid unit in accordance with and subject to the terms, conditions, covenants, restrictions, reservations easements, lien as for assessments, and other provisions as set forth in the current Master Deed of Society Hill at Hamilton II Condominium, dated June 27, 1988, recorded July 5, 1988, in the Office of the Mercer County Clerk in Deed Book 2449, Page 88, as same may now or hereafter be lawfully amended.

FOR INFORMATION ONLY: Being known as Lot 629, in Block 2167, on the official tax map of Township of Hamilton, County of Mercer, in the State of NJ. The mailing address is: 35 Versailles Court, Hamilton, NJ.

Being the same land and premises conveyed to Lynn Ann Donato, unmarried, by Deed from Eunice Y. Massei, unmarried, dated September 9, 1996, recorded September 11, 1996, in the Mercer County Clerk's Office in Deed Book 3113, Page 285.

updated February 2015

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

A. The Property may be conveyed only to a household who has been approved in advance and in writing by Piazza & Associates, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 et seq., shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

Document is Copyrighted

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recoupment of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

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GIT/REP-3
(9-2015)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(Please Print or Type)

SELLER'S INFORMATION

Name(s)
Lynn Ann Donato1443 Mission Drive

Current Street Address
1443 Mission Drive W

City, Town, Post Office Box | State | Zip Code
Clearwater | FL | 33759

PROPERTY INFORMATION

Block(s) | Lot(s) | Qualifier

Street Address
35 Versailles Court

City, Town, Post Office Box | State | Zip Code
Hamilton | NJ | 08619

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100%	$92,009.00	$92,009.00	12/28/2018

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☒ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is $1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
   ☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

12/27/18
Date

Lynn Ann Donato
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

SPECIMEN NOT FOR SIGNATURE

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, **P.L.**1968, as amended through Chapter 33, **P.L.** 2006) **(N.J.S.A.** 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY
} SS.
COUNTY MERCER County Municipal Code 1103

MUNICIPALITY OF PROPERTY LOCATION Township of Hamilton

FOR RECORDER'S USE ONLY
Consideration $ _____
RTF paid by seller $ _____
Date _____ By _____

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (*See Instructions #3 and #4 on reverse side*)

Deponent, Catherine Jenkins (Name), being duly sworn according to law upon his/her oath, deposes and says that he/she is the Officer of Title Company (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) in a deed dated December 28, 2018 transferring real property identified as Block number 2167 Lot number 629 located at 35 Versailles Court, Hamilton (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 92,009.00 (*Instructions #1 and #5 on reverse side*) ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) **REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:**
(*See Instructions #5A and #7 on reverse side*)
Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

$_____ ÷ _____% = $_____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (*See Instruction #8 on reverse side*)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by **C.** 49, **P.L.** 1968, as amended through **C.** 66, **P.L.** 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (*Instruction #9 on reverse side*)
NOTE: All boxes below apply to grantor(s) *only*. **ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED.** Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by **C.** 176, **P.L.** 1975, **C.** 113, **P.L.** 2004, and **C.** 66, **P.L.** 2004 for the following reason(s):

A. **SENIOR CITIZEN** Grantor(s) ☐ 62 years of age or over. * (*Instruction #9 on reverse side for A or B*)
B. **BLIND PERSON** Grantor(s) ☐ legally blind or; *
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet **all of the following** criteria:
☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** (*Instruction #9 on reverse side*)
☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.
☒ Meets income requirements of region. ☒ Subject to resale controls.

(6) NEW CONSTRUCTION (*Instructions #2, #10 and #12 on reverse side*)
☐ Entirely new improvement. ☐ Not previously occupied.
☐ Not previously used for any purpose. ☐ "**NEW CONSTRUCTION**" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (*Instructions #5, #12, #14 on reverse side*)
☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, **P.L.** 1968, as amended through Chapter 33, **P.L.** 2006.

Subscribed and sworn to before me
this 28 day of December , 20 18

_____
Signature of Deponent

230 Farnsworth Avenue
Bordentown, NJ 08505
Deponent Address

XXX-XXX- 621
Last three digits in Grantor's Social Security Number

Lynn Ann Donato
Grantor Name

35 Versailles Court
Hamilton, NJ 08619
Grantor Address at Time of Sale

Catherine JenkinsTitle Evolution LLC
Name/Company of Settlement Officer

ROBERT J. FOLEY
NOTARY PUBLIC OF NEW JERSEY
COMM. # 2294448
MY COMMISSION EXPIRES 11/27/2022

FOR OFFICIAL USE ONLY
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:
www.state.nj.us/treasury/taxation/lpt/localtax.htm

THIS DOCUMENT IS NOT OFFICIAL UNTIL RECORDED

updated February 2015

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Witness -

Signed, sealed and delivered in the presence of or attested by:

Lynn Ann Donato [seal]

Lynn Ann Donato

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of Florida, County of Pinellas

I am either (check one) ___ a Notary Public or ___ a Rishi J, an officer authorized to take acknowledgements and proofs in the state of Florida. I sign this acknowledgement below to certify that it was executed before me. On this the 28 day of Dec, 2018 Lynn Ann Donato appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement).* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c.49, sec. 1(c), is $92,009.00.

Notary -

RISHI J JETHWA
MY COMMISSION # FF244455
EXPIRES June 25, 2019
(407) 398-0153 FloridaNotaryService.com

This is not a certified copy

2nd TE14225

INSTR # 2019000942
D BK 6354 PG 552 Pgs 552 - 556; (5 pgs)
RECORDED 01/08/2019 12:00:29 PM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

Mercer County Clerk Recording Data Page
Paula Sollami Covello Esq
Mercer County Clerk

Official Use Only – Realty Transfer Fee

Date of Document	Type of Document
12/28/2018	Declaration of Covenants, Conditions and Restrictions

First Party Name	Second Party Name
Sandra McNichol	
Additional Parties:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Lot	Block
Municipality	Consideration
Mailing Address of Grantee	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

Original Book	Original Page

This is not a certified copy

DDS Pg $73 Book #16481.

TE14225

Record and Return:

Title Evolution, LLC
230 Farnsworth Avenue
Bordentown, NJ 08505

This is not a certified copy

Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property

Fair Housing Act Required Covenants Restricting Use, Conveyance and Mortgage Debt

THIS DECLARATION is made this 28th day of **December,** 2018, by **Sandra McNichol**, whose address is about to be **35 Versailles Court** (hereinafter referred to as "Owner").

WHEREAS, Owner is the owner of **35 Versailles Court** , an affordable unit that is situated within **Society Hill 2**, a development located in the Township of Hamilton County of Mercer, State of New Jersey; and

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c. 222) (hereinafter the "Act") to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with the provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households;

WHEREAS, pursuant to the Act, the Affordable Unit described above has been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Declaration is to insure that the described Affordable Unit remains affordable to low and moderate income eligible households for that period of time described in this Declaration.

NOW, THEREFORE, it is the intent of this Declaration to ensure that the affordability controls are recorded on the Affordable Unit so as to bind the Owner of the Affordable Unit with the covenants, conditions and restrictions, with which they shall be required to comply, and to notify all future purchasers of the Affordable Unit that the housing unit is encumbered with affordability controls.

Article 1. Affordable Housing Covenants

The sale and use of the Affordable Unit subject to this Declaration is governed by regulations governing controls on affordability, which are found in New Jersey Administrative Code at Title 5, chapter 93, subchapter 9 (N.J.A.C. 5:93-9.1, *et seq*), and chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*) (the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land, for the Affordable Unit, for the period of time commencing upon the earlier of (a) the date hereof or (b) the date the initial certified household took title to the unit ("Control Period"), and terminating upon the expiration of the Control Period as provided in Section 1I hereof.

A. The Affordable Unit may be conveyed only to a household which has been approved in advance and in writing by the Township of Hamilton, or other administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Affordable Unit shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price" or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Affordable Unit may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percentum (95%) of the applicable MRP.

D. The owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Affordable Unit lease or rent the Affordable Unit to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Affordable Unit is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Affordable Unit that would affect its bedroom configuration, and in any event, no improvement made to the Affordable Unit will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

I. The Affordable Unit shall remain subject to the requirements hereof until the Township of Hamilton elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years and until terminated by the Township.

Article 2. Remedies for Breach of Affordable Housing Covenants

This Document is Copyrighted

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Affordable Unit Owner, or any successor in interest or other owner of the Affordable Unit, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance. This Declaration replaces and supersedes any prior Affordable Housing Agreement; Declaration of Covenants, Conditions and Restrictions that was filed in the Office of the Clerk, County of Mercer.

WITNESS WHEREOF, Owner has caused this instrument to be executed this 28th day of **December**, 2018

WITNESS:

Jared Oberweis

Sandra McNichol (Owner)

Document is a Certified Copy

STATE OF NEW JERSEY)
) ss.:
COUNTY OF Mercer)

On this the 28th day of **December**, **2018** before me came **Sandra McNichol** who acknowledges and makes proof to my satisfaction that he/she/they are/is the Owners named within this Declaration, and that he/she/they have executed said Declaration for the purposes set forth therein, sworn to and subscribed by them in my presence on this date.

Sworn to and subscribed before me
this the 28 day of **December**, **2018**

CATHERINE M. JENKINS
Commission # 2243914
Notary Public, State of New Jersey
My Commission Expires
March 29, 2020

Record and Return to:

Piazza & Associates
216 Rockingham Row
Princeton Forrestal Village
Princeton, NJ 08540

This is not a certified copy

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 27th day of August, 2019 by and between Lal and Debbie Ann Tarsem (Grantors) and Lal and Debbie Ann Tarsem (Grantees).

Article 1. Consideration and Conveyance

In return for payment to the Grantors by the Grantees of one dollar ($1), the receipt of which is hereby acknowledged by the Grantors, the Grantors hereby grant and convey to the Grantees all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 545 and known by the street address:

1 Cheverny Court
Hamilton, New Jersey

It is a 2 bedroom, low income unit.

Article 3. Grantors' Covenant

The Grantors hereby covenant and affirm that Grantors have taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantees, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantees, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantors on the date first written above.

Lal Tarsem

Debbie Ann Tarsem

Signed, sealed and delivered in
the presence of or attested by:

August 27, 2019

BHARAT P. PATEL
Commission # 2333509
Notary Public, State of New Jersey
My Commission Expires
September 01, 2020

STATE OF NEW JERSEY)
)
COUNTY OF MERCER)

SS:

I CERTIFY that, on this 27 day of Aug., 2019, Lal and Debbie Ann Tarsem, Grantors, individually came before me and stated to my satisfaction that they are:

(a) the makers of this Deed;
(b) executed this Deed as their own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

BHARAT P. PATEL
Commission # 2333509
Notary Public, State of New Jersey
My Commission Expires
September 01, 2020

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 21 day of August, 2019 by and between

Kathleen Kohler (Grantor) and Kathleen Kohler (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of one dollar ($1), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 594 and known by the street address:

4 Versailles Court
Hamilton, New Jersey

It is a 3 bedroom, moderate income unit.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into

consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantor on the date first written above.

Kathleen Kohler

Kathleen Kohler

Signed, sealed and delivered in
the presence of or attested by:

Courtney Biddulph

COURTNEY A BIDDULPH
Notary Public, State of New Jersey
My Commission Expires
September 27, 2022

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that, on this 21st day of August 2019, Kathleen Kohler, Grantor, individually came before me and stated to my satisfaction that she is:

(a) the maker of this Deed;
(b) executed this Deed as her own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

Courtney Biddulph

COURTNEY A BIDDULPH
Notary Public, State of New Jersey
My Commission Expires
September 27, 2022

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 21st day of August, 2019 by and between

Rose Marie Domiano (Grantor) and Rose Marie Domiano (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of one dollar ($1), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 601 and known by the street address:

8 Versailles Court
Hamilton, New Jersey

It is a 2 bedroom, low income unit.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantor on the date first written above.

Rose Marie Domiano

Rose Marie Domiano

Signed, sealed and delivered in
the presence of or attested by:

Courtney Biddulph

COURTNEY A BIDDULPH
Notary Public, State of New Jersey
My Commission Expires
September 27, 2022

STATE OF NEW JERSEY)
)
) **SS:**
COUNTY OF MERCER)

I CERTIFY that, on this 21st day of August, 2019, Rose Marie Domiano, Grantor, individually came before me and stated to my satisfaction that she is:

(a) the maker of this Deed;
(b) executed this Deed as her own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

Courtney Biddulph

COURTNEY A BIDDULPH
Notary Public, State of New Jersey
My Commission Expires
September 27, 2022

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 26th day of August, 2019 by and between

Deneen Vargo (Grantor) and Deneen Vargo (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of one dollar ($1), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 602 and known by the street address:

9 Versailles Court
Hamilton, New Jersey

It is a 2 bedroom, moderate income unit.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantor on the date first written above.

Deneen Vargo

Signed, sealed and delivered in
the presence of or attested by:

STATE OF NEW JERSEY)
)
COUNTY OF MERCER)

SS:

I CERTIFY that, on this 21 day of August 2019, Deneen Vargo, Grantor, individually came before me and stated to my satisfaction that he is:

(a) the maker of this Deed;
(b) executed this Deed as his own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

Linda M. Schurott

Linda M. Schurott

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

LINDA M SCHUROTT
Notary Public
State of New Jersey
My Commission Expires Aug 24, 2020

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 24 day of August, 2019 by and between

Alicia Pizza (Grantor) and Alicia Pizza (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of one dollar ($1), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 431 and known by the street address:

31 Lehavre Court
Hamilton, New Jersey

It is a 2 bedroom, low income unit.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantor on the date first written above.

Alicia Pizza

Signed, sealed and delivered in
the presence of or attested by:

8/24/19

VANESSA
NOTARY PUBLIC OF
My Commission Expires 3/19/23

STATE OF NEW JERSEY)
)
COUNTY OF MERCER)

SS:

I CERTIFY that, on this 24 day of Aug., 2019, Alicia Pizza, Grantor, individually came before me and stated to my satisfaction that she is:

(a) the maker of this Deed;
(b) executed this Deed as her own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

Vanessa Knispel 8/24/19

VANESSA
NOTARY PUBLIC OF
My Commission Expires 3/19/23

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 22 day of August, 2019 by and between

William Fallon (Grantor) and William Fallon (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of one dollar ($1), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 510 and known by the street address:

32 Cheverny Court
Hamilton, New Jersey

It is a 2 bedroom, moderate income unit.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into

consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantor on the date first written above.

William Fallon

William Fallon

Signed, sealed and delivered in
the presence of or attested by:

Gerald J Muller

STATE OF NEW JERSEY)
)
COUNTY OF MERCER)

SS:

I CERTIFY that, on this 22 day of August, 2019, William Fallon, Grantor, individually came before me and stated to my satisfaction that he is:

(a) the maker of this Deed;
(b) executed this Deed as his own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

Gerald J. Muller
An attorney at law
of the State of N.J.

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 23 day of August, 2019 by and between

Marie Toscano (Grantor) and Marie Toscano (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of one dollar ($1), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 624 and known by the street address:

32 Versailles Court
Hamilton, New Jersey

It is a 2 bedroom, moderate income unit.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into

consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantor on the date first written above.

Marie T Toscano

Marie Toscano

Signed, sealed and delivered in
the presence of or attested by:

EDITH ANGELA BELLS
NOTARY PUBLIC OF NEW JERSEY
ID # 2400996
My Commission Expires 10/4/2020

STATE OF NEW JERSEY)
) **SS:**
COUNTY OF MERCER)

I CERTIFY that, on this 23 day of August 2019, Marie Toscano, Grantor, individually came before me and stated to my satisfaction that she is:

(a) the maker of this Deed;
(b) executed this Deed as her own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

EDITH ANGELA BELLS
NOTARY PUBLIC OF NEW JERSEY
ID # 2400996
My Commission Expires 10/4/2020

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 27 day of August, 2019 by and between

Judith Quinty (Grantor) and Judith Quinty (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of one dollar ($1), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 625 and known by the street address:

33 Versailles Court
Hamilton, New Jersey

It is a 2 bedroom, low income unit.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into

consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantor on the date first written above.

Judith Quinty

Signed, sealed and delivered in
the presence of or attested by:

EDITH ANGELA BELLS
NOTARY PUBLIC OF NEW JERSEY
ID # 2400996
My Commission Expires 10/4/2020

STATE OF NEW JERSEY)
) **SS:**
COUNTY OF MERCER)

I CERTIFY that, on this 27 day of Aug., 2019, Judith Quinty, Grantor, individually came before me and stated to my satisfaction that she is:

(a) the maker of this Deed;
(b) executed this Deed as her own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

EDITH ANGELA BELLS
NOTARY PUBLIC OF NEW JERSEY
ID # 2400996
My Commission Expires 10/4/2020

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 2nd day of August, 2019 by and between

Maciej von Koller (Grantor) and Maciej von Koller (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of one dollar ($1), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 512 and known by the street address:

34 Cheverny Court
Hamilton, New Jersey

It is a 2 bedroom, moderate income unit.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into

consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantor on the date first written above.

Maciej Koller

Signed, sealed and delivered in
the presence of or attested by:

STATE OF NEW JERSEY)
)
) **SS:**
COUNTY OF MERCER)

I CERTIFY that, on this 22nd day of August, 2019, Maciej Koller, Grantor, individually came before me and stated to my satisfaction that he is:

(a) the maker of this Deed;
(b) executed this Deed as his own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

Gerald J. Muller
An attorney at law of the State of N.J.

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 3 day of Sept., 2019 by and between

Stan Brick (Grantor) and Stan Brick (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of one dollar ($1), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 627 and known by the street address:

37 Versailles Court
Hamilton, New Jersey

It is a 2 bedroom, low income unit.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into

consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantor on the date first written above.

Stan Brick

Signed, sealed and delivered in
the presence of or attested by:

STATE OF NEW JERSEY)
) **SS:**
COUNTY OF MERCER Middlesex)

I CERTIFY that, on this 5 day of Sept, 2019, Stan Brick, Grantor, individually came before me and stated to my satisfaction that he is:

(a) the maker of this Deed;
(b) executed this Deed as his own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

Linda M. Schurott
Linda M. Schurott

LINDA M. SCHUROTT
Notary Public
State of New Jersey
My Commission Expires Aug 24, 2020

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

LINDA M. SCHUROTT NOTARY PUBLIC NEW JERSEY

LINDA M. SCHUBERT
Notary Public
State of New Jersey
My Commission Expires Aug 14 2009

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 26 day of August, 2019 by and between

Margaret LaPage (Grantor) and Margaret LaPage (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of one dollar ($1), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 752 and known by the street address:

51 Chambord Court
Hamilton, New Jersey

It is a 2 bedroom, moderate income unit.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into

consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantor on the date first written above.

Margaret LaPage

Margaret LaPage

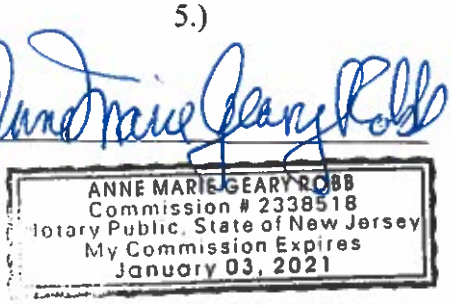
Signed, sealed and delivered in the presence of or attested by:

STATE OF NEW JERSEY)
)
COUNTY OF MERCER)

SS:

I CERTIFY that, on this 26th day of August, 2019, Margaret LaPage, Grantor, individually came before me and stated to my satisfaction that she is:

(a) the maker of this Deed;
(b) executed this Deed as her own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)



Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 22d day of August, 2019 by and between Pamela Schiller (Grantor) and Pamela Schiller (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of one dollar ($1), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 754 and known by the street address:

53 Chambord Court
Hamilton, New Jersey

It is a 2 bedroom, moderate income unit.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter

80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantor on the date first written above.

Pamela J. Schiller
Pamela Schiller

Signed, sealed and delivered in
the presence of or attested by:

Gerald J. Muller

STATE OF NEW JERSEY)
)
) **SS:**
COUNTY OF MERCER)

I CERTIFY that, on this 22nd day of August, 2019, Pamela Schiller, Grantor, individually came before me and stated to my satisfaction that she is:

(a) the maker of this Deed;
(b) executed this Deed as her own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

Gerald J. Muller
an attorney at law
of the State of N.J.

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 22nd day of August, 2019 by and between

Denise Henry (Grantor) and Denise Henry (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of one dollar ($1), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 580 and known by the street address:

55 LeHavre Court
Hamilton, New Jersey

It is a 2 bedroom, low income unit.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into

consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantor on the date first written above.

Denise Henry

Signed, sealed and delivered in the presence of or attested by:

STATE OF NEW JERSEY)
) **SS:**
COUNTY OF MERCER)

I CERTIFY that, on this 22d day of August, 2019, Denise Henry, Grantor, individually came before me and stated to my satisfaction that she is:

(a) the maker of this Deed;
(b) executed this Deed as her own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

Gerald J. Muller
An attorney at law of the State of N.J.

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 10 day of September, 2019 by and between

Mary Lou Hoschek (Grantor) and Mary Lou Hoschek (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of one dollar ($1), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 557 and known by the street address:

78 Lehavre Court
Hamilton, New Jersey

It is a 2 bedroom, moderate income unit.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into

consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantor on the date first written above.

Mary Lou Hoschek

Signed, sealed and delivered in the presence of or attested by:

DEBRA HUFF
ID # 2327466
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires April 23, 2020

STATE OF NEW JERSEY)
)
COUNTY OF MERCER) **SS:**

I CERTIFY that, on this 10 day of Sept., 2019, Mary Lou Hoschek, Grantor, individually came before me and stated to my satisfaction that she is:

(a) the maker of this Deed;
(b) executed this Deed as her own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

Debra Huff

DEBRA HUFF
ID # 2327466
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires April 23, 2020

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 9 day of 9, 2019 by and between

Karen Christie (Grantor) and Karen Christie (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of one dollar ($1), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 556 and known by the street address:

79 Lehavre Court
Hamilton, New Jersey

It is a 2 bedroom, low income unit.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into

consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantor on the date first written above.

Karen M. Christie
Karen Christie

Signed, sealed and delivered in
the presence of or attested by:

Linda M. Schurott

STATE OF NEW JERSEY)
)
) **SS:**
COUNTY OF MERCER)

I CERTIFY that, on this 9 day of Sept, 2019, Karen Christie, Grantor, individually came before me and stated to my satisfaction that she is:

(a) the maker of this Deed;
(b) executed this Deed as her own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

Linda M. Schurott

Linda M. Schurott

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

LINDA M SCHUROTT
Notary Public
State of New Jersey
My Commission Expires Aug 24, 2020

LINDA M. SCHUROTT NOTARY PUBLIC NEW JERSEY

LINDA M SCIURCI
Notary Public
State of New Jersey
My Commission Expires Aug 21 2023

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 29 day of Aug, 2019 by and between Janice Baker (Grantor) and Janice Baker (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of one dollar ($1), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 785 and known by the street address:

83 Chambord Court
Hamilton, New Jersey

It is a 2 bedroom, moderate income unit.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into

consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantor on the date first written above.

Janice Baker

Janice Baker

Signed, sealed and delivered in the presence of or attested by:

Linda M. Schwartz

STATE OF NEW JERSEY)
) **SS:**
COUNTY OF MERCER)

I CERTIFY that, on this 29th day of Aug., 2019, Janice Baker, Grantor, individually came before me and stated to my satisfaction that she is:

(a) the maker of this Deed;
(b) executed this Deed as her own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

Linda M. Schurott
Linda M. Schurott

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

LINDA M SCHUROTT
Notary Public
State of New Jersey
My Commission Expires Aug 24, 2020

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 22nd day of August, 2019 by and between

Nicole Pate (Grantor) and Nicole Pate (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of one dollar ($1), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 809 and known by the street address:

107 Chambord Court
Hamilton, New Jersey

It is a 2 bedroom, low income unit.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter

80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantor on the date first written above.

Nicole Pate

Nicole Pate

Signed, sealed and delivered in
the presence of or attested by:

STATE OF NEW JERSEY)
)
COUNTY OF MERCER)

SS:

I CERTIFY that, on this 22nd day of August, 2019, Nicole Pate, Grantor, individually came before me and stated to my satisfaction that she is:

(a) the maker of this Deed;
(b) executed this Deed as her own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

Gerald J. Muller
An attorney at law
of the State of N.J.

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 11 day of September, 2019 by and between

Melissa Ann Marcinkiewicz Stoy (Grantor) and Melissa Ann Marcinkiewicz Stoy (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of one dollar ($1), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 513 and known by the street address:

37 Cheverny Court
Hamilton, New Jersey

It is a 2 bedroom, low income unit.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into

consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantor on the date first written above.

Sworn to and subscribed
before me this
11 day of Sept., 2019

Melissa Ann Marcińkiewicz Stoy

Signed, sealed and delivered in
the presence of or attested by:

KENNETH G. CALHOUN
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50071381
My Commission Expires 11/9/2022

STATE OF NEW JERSEY)
)
COUNTY OF MERCER)

SS:

I CERTIFY that, on this 11th day of Sept., 2019, Melissa Ann Marcinkiewicz Stoy, Grantor, individually came before me and stated to my satisfaction that she is:

(a) the maker of this Deed;
(b) executed this Deed as her own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

KENNETH G. CALHOUN
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50071381
My Commission Expires 11/9/2022

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 5 day of September, 2019 by and between

Lorraine Hanuschik (Grantor) and Lorraine Hanuschik (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of one dollar ($1), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 576 and known by the street address:

57 LeHavre Court
Hamilton, New Jersey

It is a 2 bedroom, low income unit.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into

consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantor on the date first written above.

Lorraine Hanuschik

Signed, sealed and delivered in
the presence of or attested by:

COURTNEY A BIDDULPH
Notary Public, State of New Jersey
My Commission Expires
September 27, 2022

STATE OF NEW JERSEY)
)
COUNTY OF MERCER)

SS:

I CERTIFY that, on this 5th day of September, 2019, Lorraine Hanuschik, Grantor, individually came before me and stated to my satisfaction that she is:

(a) the maker of this Deed;
(b) executed this Deed as her own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

Courtney Biddulph

COURTNEY A BIDDULPH
Notary Public, State of New Jersey
My Commission Expires
September 27, 2022

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 14th day of Sept., 2019 by and between

Deborah Virgil (Grantor) and Deborah Virgil (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of one dollar ($1), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 546 and known by the street address:

84 Lehavre Court
Hamilton, New Jersey

It is a 3 bedroom, low income unit.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into

consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantor on the date first written above.

Deborah Virgil

Deborah Virgil

Signed, sealed and delivered in
the presence of or attested by: 9-14-19

Courtney Biddulph

COURTNEY A BIDDULPH
Notary Public, State of New Jersey
My Commission Expires
September 27, 2022

STATE OF NEW JERSEY)
)
COUNTY OF MERCER)

SS:

I CERTIFY that, on this 14th day of Sept., 2019, Deborah Virgil, Grantor, individually came before me and stated to my satisfaction that she is:

(a) the maker of this Deed;
(b) executed this Deed as her own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

Courtney Biddulph

COURTNEY A BIDDULPH
Notary Public, State of New Jersey
My Commission Expires
September 27, 2022

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 30th day of August, 2019 by and between Steven and Tina Babice (Grantors) and Steven and Tina Babice (Grantees).

Article 1. Consideration and Conveyance

In return for payment to the Grantors by the Grantees of one dollar ($1), the receipt of which is hereby acknowledged by the Grantors, the Grantors hereby grant and convey to the Grantees all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 521 and known by the street address:

26 Cheverny Court
Hamilton, New Jersey

It is a 3 bedroom, low income unit.

Article 3. Grantors' Covenant

The Grantors hereby covenant and affirm that Grantors have taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantees, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantees, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantors on the date first written above.

Steven Babice

Tina Babice

Signed, sealed and delivered in
the presence of or attested by:

Jane Mari
Notary Public
New Jersey
My Commission Expires 5-7-2023
No. 2110972

STATE OF NEW JERSEY)
)
COUNTY OF MERCER)

SS:

I CERTIFY that, on this 30th day of August 2019, Steven and Tina Babice, Grantors, individually came before me and stated to my satisfaction that they are:

(a) the makers of this Deed;
(b) executed this Deed as their own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

Jane Mari

Jane Mari
Notary Public
New Jersey
My Commission Expires 5-7-2023
No. 2110972

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

Prepared by: Gerald J. Muller, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 30 day of August 2019 by and between Ronald and Kathy Sanna (Grantors) and Ronald and Kathy Sanna (Grantees).

Article 1. Consideration and Conveyance

In return for payment to the Grantors by the Grantees of one dollar ($1), the receipt of which is hereby acknowledged by the Grantors, the Grantors hereby grant and convey to the Grantees all of the land and improvements thereon as is more specifically described in Article 2, hereof ("the Property").

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the municipality of Hamilton, County of Mercer, State of New Jersey, and described more specifically as Block No. 2167 Lot No. 551 and known by the street address:

87 Lehavre Court
Hamilton, New Jersey

It is a 3 bedroom, moderate income unit.

Article 3. Grantors' Covenant

The Grantors hereby covenant and affirm that Grantors have taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter

80, Subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, "the Regulations"). Consistent with the Regulations, the following covenants ("the Covenants") shall run with the land for the period of time commencing on the date this Deed is recorded and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of Subchapter 26 until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of Subchapter 26 for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

A. The Property may be conveyed only to a household that has been approved in advance and in writing by Piazza & Associates, Inc., an administrative agent appointed under the Regulations ("the Administrative Agent").

B. No sale of the Property shall be lawful unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price," or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt if incurring the Debt would make the total of all such Debt exceed ninety-five percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall be permitted to lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The Covenants established by this Deed and the provisions of N.J.A.C. 5:80-26.1 *et seq.* incorporated herein shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Property so long as the Property remains subject to the Covenants herein.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1 *et seq.*, and the municipality's obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the Grantees, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantees, or any successor-in-interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of the Covenants, entry on the premises, remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance.

Signed by the Grantors on the date first written above.

Ronald Sanna

Kathy Sanna

Signed, sealed and delivered in the presence of or attested by:

Jane Mari

Jane Mari
Notary Public
New Jersey
My Commission Expires 5-7-2023
No. 2110972

STATE OF NEW JERSEY)
)
COUNTY OF MERCER)

SS:

I CERTIFY that, on this 30th day of August 2019, Ronald and Kathy Sanna, Grantors, individually came before me and stated to my satisfaction that they are:

(a) the makers of this Deed;
(b) executed this Deed as their own act; and,
(c) made this Deed for a total consideration of $1.00 as the full and actual consideration paid or to be paid. (Such consideration is defined in N.J.S.A. 46:15-5.)

Jane Mari
Notary Public
New Jersey
My Commission Expires 5-7-2023
No. 2110972

Record and Return to:

Miller Porter & Muller, P.C.
Suite 540
One Palmer Square
Princeton, NJ 08542

47. State Street

Hamilton Township Department of Law
2090 Greenwood Avenue, P.O. Box 00150, Hamilton, New Jersey 08650-0150

Telefax: 609-890-3522
Telephone: 609-890-3882

Michael P. Balint, Esquire, Director

April 17, 2019

Martin Appraisals Associates, Inc.
3525 Quakerbridge Road
Suite 5200
Hamilton, New Jersey 08619
Attn: Richard Carabelli

Re: East State Street Condemnation Project

Dear Mr. Carabelli:

I am writing pursuant to our telephone conversation last week at which time I had indicated that I would be interested in retaining your firm's services on behalf of the Township to provide appraisals for the ten (10) properties commonly known as 1742 East State Street through 1760 East State Street. These are heavily damaged properties which are intended to be acquired by the Township for eventual use for affordable housing units.

These properties will either be acquired by direct purchase from the owners of record or through condemnation proceedings. At this time, I would request valuations based on their post-fire existing conditions and will advise if appraisals may also be required for some or all of the properties that would reflect their pre-fire valuations. I will advise you if such appraisals are also required for some or all of the properties.

In the interim, I would appreciate it if you could provide me with cost estimates for the preparation of both pre and post fire values for the properties, and what your estimated fee would be in the event of any of the condemnations required your testimony in addition to preparation of the valuations.

Attached is a list of all of the properties including their lot and block numbers.

I will follow up with you following receipt of your cost estimates for the project and look forward to working with you.

Very truly yours,

Michael P. Balint, Esquire
Director, Department of Law

MPB:amb

enclosures

cc: David J. Kenny, Business Administrator (w/ encl.)
Robert C. Poppert, PP, AICP, Supervising Planner (w/ encl.)

L:\BDS&COMM\BDPUBOFF\East State St - Fire Damaged Properties\MartinAppraisals.Carabelli.2019.01.doc

Hamilton Township Department of Law

2090 Greenwood Avenue, P.O. Box 00150, Hamilton, New Jersey, 08650-0150

Telefax: 609-890-3522
Telephone: 609-890-3882

Michael P. Balint, Esquire, Acting Director

January 24, 2019

Via Email Only

Gerald J. Muller, Esquire
Miller, Porter & Muller, P.C.
One Palmer Square, Suite 540
Princeton, New Jersey 08542

RE: Conditional Judgment of COAH Compliance Condition
(East State Street Housing)

Dear Mr. Muller:

Rob Poppert and I have reviewed the file on the above referenced matter. We believe that the process is moving forward, and hope that the Township will be in a position to proceed as needed with the acquisition of the eight (8) properties sometime before the end of the year, with a target of early fall.

To date, the Township has obtained preliminary title searches for each of the properties and an extensive environmental report for all of the structures and properties which was received on or about January 4th. There were several conditions noted in regard to oil tanks and some other evidence of contaminants.

It is my understanding that the Developer's Agreement for the project is close to being finalized, and that you are supervising the work on same.

It would appear that the major issue that we need to resolve is finalizing the methodology and completing the process to establish how pricing for the respective properties will be determined, and for the actual offers to be made or condemnation proceedings initiated.

Due to my recent appointment and the fact that both the former Township Attorney and Assistant Township Attorney are no longer working for Hamilton Township, I have not had the opportunity to fully review the files on this matter. It would appear that preliminary proposals to acquire the properties from at least several owners had been made in mid-2018, although I have not yet been able to confirm same and determine whether any formal responses were received.

The title searches disclose tax and related municipal liens against several properties that likely exceed the actual property values. I did note that it appears that as to at least some of those properties, offers were extended to acquire the properties for $1.00 with the satisfaction of the liens by the forgiveness of the amount due to the Township.

In speaking with Dave Kenny, Business Administrator, it is my understanding that no formal appraisals have been prepared, and any property valuation to date has been based upon the assessed value of each of the properties, which I'm told in no case would exceed $15,000.00. Mr. Kenny does not feel that pre-fire and post-fire appraisals would be needed in any case regarding any of the properties.

One of the other expenses that factors into this is the actual demolition cost, which also would be the responsibility of the individual property owner in the normal course of events.

As a result, it is hoped that we can determine the actual process of acquiring title to the properties will be finalized within the thirty (30) to sixty (60) days at which time appraisals, if any are needed, will be performed and offers sent to those property owners who may have equity in the property. Within that time frame, the attorney's office should be in a position to confirm whether or not any of the property owners have agreed to convey title based on correspondence notes in the project files. Condemnation proceedings will be instituted for those properties that we cannot obtain title to notwithstanding that they may have no actual value at this time.

Once the financial obligations to acquire title to the properties involved are fully determined, the costs of acquisition, inclusive of foreclosure litigation if needed, demolition, and remediation will be paid by the Township from its affordable housing trust fund. It is anticipated that we should either have acquired the properties required or instituted foreclosure proceedings by sometime this fall.

Thank you.

Very truly yours,

Michael P. Balint, Esquire
Acting Director, Department of Law

MPB:amb

cc: David J. Kenny, Business Administrator
Robert C. Poppert, PP, AICP, Supervising Planner

L:\LITIGATION - OPEN\COAH Declaratory Judgment - MER-L-1573-15\Muller.EastStateStProperties.2019.01.docx

PLOTTED: 04/01/96

BASE INFO — DCA Rotation: 0°00'00" Base Point: 0,0

REVISIONS		
DATE	NAME	LIC. No.

SEE SHEET 59

SEE SHEET 59

SEE SHEET 60

CONRAIL
(FORMERLY P.C.T. Co.)
TRENTON TO JERSEY CITY – MILLHAM BRANCH

WHITEHEAD ROAD

STATE STREET

OLIVIA AVENUE

EAST STATE STREET

1641

1805

1.02

INGRESS, EGRESS & PARKING EASEMENT

INGRESS, EGRESS & PARKING EASEMENT

1801

1.01

ALLEY 10

ADELLA AVENUE

1640

1781

1640.01

1765

ALLEY

VICTOR AVENUE

1639

1745

ALLEY 18

1637

1637.01

ALLEY

ROBERTS AVENUE

STATE STREET

FARMINGDALE PARK

1230 NOTTINGHAM WAY

1638

ROSALIA WAY

NOTTINGHAM

MICHAEL (PRIVATE STREET) DRIVE

SEE SHEET 84

SEE SHEET 84

SEE SHEET 84

SEE SHEET 82

ALLEY 19

ALLEY 121

POND RUN

CONCRETE CHANNEL

EAST

ALLEY 14

ALLEY 20

SEE SHEET 82

SEE SHEET 82

HOUSE NUMBER PLAN

TOWNSHIP OF HAMILTON
MERCER COUNTY, NEW JERSEY

T & M ASSOCIATES
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP
NEW JERSEY, 07748

SCALE 1"= 50' | APRIL, 1996

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 18 089

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION SUPPORTING THE ACQUISITION AND RECONSTRUCTION OF FIRE-DAMAGED RESIDENCES ON EAST STATE STREET AND THEIR CONVERSION TO AFFORDABLE HOUSING UNITS AND RESCINDING RESOLUTION NO. 17-367

Whereas on June 8, 2015, a fire ignited in a residence located on East State Street, resulting in the destruction of several residences along this street; and

Whereas the residences that were destroyed by the fire require demolition to ensure the safety of the neighboring citizens and property; and

Whereas the Hamilton Township Administration has been considering a plan to acquire the fire-damaged properties for the purpose of reconstructing the properties and converting them into affordable housing units; and

Whereas the plan would result in the creation of eight new affordable housing units in Hamilton Township; and

Whereas it is in the best interests of the citizens of Hamilton Township to demolish and reconstruct the fire-demolished properties and convert them into affordable housing units; therefore

Be it Resolved by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey that the Council supports the plan to acquire, including the use of eminent domain if necessary, and reconstruct the fire-damaged residences located on East State Street in Hamilton Township; and

Be it Further Resolved by the Council that the Council supports the plan to convert the reconstructed residences into affordable housing units; and

Be it Further Resolved that Resolution No. 17-367 passed by the Council of the Township of Hamilton on December 19, 2017 be and hereby is rescinded.

30

18 089

ADOPTED BY COUNCIL ON MARCH 6, 2018
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER	✓					
RALPH V. MASTRANGELO	✓				✓	
RICHARD L. TIGHE, JR.	✓					✓
JEFFREY S. MARTIN	✓					
ANTHONY P. CARABELLI, JR.	✓					

X – Indicates Vote A.B. – Absent N.V. – Not Voting RES. - Moved SEC. – Seconded

W:\COUNCIL\Resolution\COAH\AcquisitionOfEastStateStProperties.Rescind17-367.Final.2018.doc

REQUEST FOR COUNCIL ACTION

2-22-18

DATE: February 22, 2018

SERVICE REQUESTED:

____ Ordinance

__X__ Resolution

____ Item for Discussion (explain)

FOR CONTRACTS & PSA'S (select one):

____ Request was made for Bids

____ Request was made for Proposals/Quotes

____ Request was made for Proposals/Quotes for Professional Services

INITIATING DEPT/DIV: Administration & Dept. of Law

SUBJECT MATTER: Resolution supporting the acquisition and reconstruction of fire-damaged residences on East State Street and their conversion to affordable housing units and rescinding Resolution No. 17-367

LIST SUPPORTING DATA:

AMOUNT OF FUNDING: $ _____
(if applicable)

BUDGET ACCOUNT NAME:
(i.e. Dept. of Adm., Professional Services)

BUDGET ACCOUNT NO(S):
(i.e. 3-01-20-120-000-028)

18 089

APPROVED BY: _____ _____
David J. Kenny, Business Administrator DATE

APPROVED BY: _____ 2/27/18
Kelly A. Yaede, Mayor DATE

(To be completed by the Business Administrator)

PLEASE PREPARE THIS ITEM FOR THE _____ COUNCIL AGENDA.

Deadline for submission to the Office of the Business Administrator for review and approval is 3:00 pm on the Monday the week preceding the Council Meeting.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 17 367

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION SUPPORTING THE ACQUISITION AND RECONSTRUCTION OF FIRE-DAMAGED RESIDENCES ON EAST STATE STREET AND THEIR CONVERSION TO AFFORDABLE HOUSING UNITS

Whereas on June 8, 2015, a fire ignited in a residence located on East State Street, resulting in the destruction of several residences along this street; and

Whereas the residences that were destroyed by the fire require demolition to ensure the safety of the neighboring citizens and property; and

Whereas the Hamilton Township Administration has been considering a plan to acquire the fire-damaged properties for the purpose of reconstructing the properties and converting them into affordable housing units; and

Whereas the plan would result in the creation of eight new affordable housing units in Hamilton Township; and

Whereas it is in the best interests of the citizens of Hamilton Township to demolish and reconstruct the fire-demolished properties and convert them into affordable housing units; therefore

Be it Resolved by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey that the Council supports the plan to acquire and reconstruct the fire-damaged residences located on East State Street in Hamilton Township; and

Be it Further Resolved by the Council that the Council supports the plan to convert the reconstructed residences into affordable housing units.

17 367

ADOPTED BY COUNCIL ON DECEMBER 19, 2017
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
DAVID J. KENNY	✓				✓	
ILEANA SCHIRMER	✓					✓
DINA THORNTON	✓					✓
RALPH V. MASTRANGELO	✓			✓		
DENNIS PONE	✓					

X – Indicates Vote A.B. – Absent N.V. – Not Voting RES. - Moved SEC. – Seconded

48. Twin Ponds

INSTR # 2013052390
D BK 6178 PG 876 Pgs 876 - 921; (46 pgs)
RECORDED 09/11/2013 11:43:52 AM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

DDS (46 pgs) HAT
#58
483.00 Chg

Master Deed of Twin Ponds Park Condominium

This Master Deed made on the 9th day of September 2013, by Crestwood Ventures LLC, c/o North Buffalo Advisors, LLC, Suite 201, 2465 Kuser Road, Hamilton, New Jersey 08690, "Developers" or "Sponsors")

Whereas, Developers are the owner in fee simple of the land with the improvements thereon located at Yardville-Hamilton Square Road, Hamilton Township (the "Township") Mercer County, New Jersey being also known as lot 21.01 block **2173** on the Tax Map at page **213** of said municipality (the "Land" or "*Property*"), being more particularly bounded and described as follows: See attached Exhibit D*;* and

Whereas, the Property was created by way of a subdivision deed and a consolidation deed that are being recorded immediately prior to this Master Deed, the Property includes a portion of former lot 16, block 2173 and all of former lot 21, block 2173. A portion of former lot 16 has been subdivided pursuant to the aforesaid subdivision deed and consolidated with lot 21 pursuant to the aforesaid consolidation deed immediately prior hereto to create new lot 21.01, the Property. Upon recording and indexing of this Master Deed the Units will be identified tax lots as follows: Unit A will be tax lot 21.01 Unit A, block 2173; Unit B will be tax lot 21.01 Unit B, block 2173; Unit C will be tax lot 21.01 Unit C, block 2173. A new lot 16.01 was also created by way of the aforesaid subdivision deed, which is not part of the Property and/or this condominium; and

Whereas, the Developers propose to create a condominium under the name of "Twin Ponds Park Condominium" governed by and subject to the provisions of NJSA 46:8B-1 et seq., (hereinafter referred to as "*Statutes*"), on the above described Property, and the Developers do hereby declare and establish the condominium form of ownership for the Property in accordance with the Statutes. The Property above described from and after the date of the recording of this Master Deed in the Mercer County Clerk's Office, shall be and continue to be a condominium, subject to each and all of the terms of this Master Deed and Statutes, until this Master Deed is terminated or abandoned in accordance with the provisions elsewhere contained in this Master Deed.

Now, therefore, Developers do now declare the following on behalf of themselves, their heirs, executors, administrators, successors, and assigns to their grantees and their respective heirs, successors, assigns, executors, and administrators as well as to any and all persons having, acquiring, or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Property:

I. Definitions

As used in this Master Deed or elsewhere in the Condominium Documents, unless otherwise provided, or unless the context requires otherwise, the following terms shall be defined as follows:

RECORD
& RETURN
GENERAL ABSTRACT
1155 WHITEHORSE-MERCERVILLE RD.
HAMILTON, NJ 08619
(609) 586-6030
GC-49882

A. **Affordable Housing Unit**

The eighteen (18) Affordable Rental Housing Units located in Units B and C which are Subject to the Affordable Housing Covenants and Restrictions set forth in Section X in the Master Deed.

B. Assessment

That portion of the cost of maintaining, repairing, and managing the Property which is to be paid by each Unit Owner, which respective portions, except as specifically otherwise provided in this Master Deed, are set forth in **Article XVII, Paragraph A** of this Master Deed.

C. Association

The Twin Ponds Park, Inc. a non-profit corporation-organized and existing under the laws of the State of New Jersey, with its principal office and its agent for receipt of process Patrick M. Ryan located at c/o North Buffalo Advisors, LLC, Suite 201, 2465 Kuser Road, Hamilton, NJ 08690, created to manage and operate the Condominium.

C. Building(s)

The structures located on the Property which are shown on the attached Plan.

E. Bylaws

The Bylaws, of the Association are attached to and made a part of this Master Deed as **Exhibit A**.

F. Common Elements

The common areas and facilities and all that part of the Property which is within the Units as such Units are shown on the attached Plan or which exists within Units by virtue of an easement created in this Master Deed which are available for use by the Unit Owners and tenants of all Unit owners.

G. Common Expenses

The actual and estimated costs of:

i. Maintenance, management, operation, repair, and replacement of the Common Elements and those parts of the Units as to which, pursuant to other provisions of this Master Deed, it is the responsibility of the Association to maintain, repair and replace;

ii. Management and administration of the Association, including, but not limited to, compensation paid by the Association to a managing agent, accountants, attorneys, and other employees; and

iii. Any other items held by or in accordance with other provisions of this Master Deed or the Condominium Documents to be Common Expenses.

H. Common Surplus

The excess of all receipts of the Association including but not limited to assessments, rents, profits, and revenues on account of the common elements, over the amount of Common Expenses.

I. Condominium

(i) all the lands and premises described in Exhibit "C"; (ii) all improvements now or hereinafter constructed in, upon, over or through such lands and premises; (iii) all waters, rights, privileges, easements or appurtenances pertaining or belonging to the land described in Exhibit "C"; and (iv) the entire entity created by the execution and recording of this Master Deed.

J. Condominium Documents

This Master Deed and the Exhibits attached hereto as the same from time to time may be amended. The exhibits are as follows:

i. Bylaws of Twin Ponds Park, Inc. **(Exhibit A)**

ii. Rules and Regulations of the Association **(Exhibit B)**

iii. Metes & bounds description **(Exhibit C1 outbound for all of lot 21.01 i.e. the "Property", C2, C3, C4 outbound for each of the individual Units)**

iv. Plan **(Exhibit D) (Outbound for all of lot 21.01 in bold, Unit lines shown in normal print.), the condominium plan prepared by Maser Consulting and dated July 27, 2009 revised August 27, 2013.**

K. Developer(s)

Crestwood Ventures LLC their heirs, executors, administrators, successors, and assigns.

L. First Mortgage

The first or paramount lien which encumbers a Unit

M. First Mortgagee

The holder of a First Mortgage which encumbers a Unit. A Permitted Mortgagee who holds a First Mortgage is also a First Mortgagee.

N. Mortgage

The duly recorded instrument and underlying obligation giving rise to a mortgage lien upon any Unit.

O. Permitted Mortgage

Any mortgage to (i) a bank, trust company, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or similar institutional investor or lender, specifically including Spencer Savings Bank, SLA, its successors and/or assigns as to Unit A and First Bank, its

successors and/or assigns as to Units B & C; or (ii)) any other mortgagee approved by the Board of Directors in accordance with Article XI B herein.

P. Permitted Mortgagee

The holder of a Permitted Mortgage. Spencer Savings Bank, SLA its successors and/or assigns,("Spencer Savings Bank SLA") with respect to Unit A and First Bank, its successors and/or assigns ("First Bank"), with respect to Units B & C and their affiliates are each expressly included as a "Permitted Mortgagee", and also expressly included as Permitted Mortgagees are any other mortgagee approved by the Board of Directors.

Q. Person

Developers and any individual, firm, corporation, trustee, or other entity capable of holding title to real property.

R. Property

The property defined and described above in the opening paragraph of this Master Deed.

S. **Rental Unit also "Rental Housing Unit"**
A residential apartment in a Unit.

T. Share (also, "Interest")

The percentages attributed to each Unit as set forth in **Article XVII** of this Master Deed.

U. Survey also "Plan"
Exhibit "D"

V. Unit

Any one of those parts of the Property which is separately described on the attached Plan as "Phase" followed by a number.

W. Unit Owner or Owner

The person, persons, or entity holding title in fee simple to a Unit.

II. Condominium Name

The name of this condominium is Twin Ponds Park Condominium.

III. Name of Association

The name of the Association of Unit Owners is Twin Ponds Park, Inc. a corporation not for profit organized and existing under the laws of the State of New Jersey, with its principal office located at North Buffalo Advisors, LLC, 2465 Kuser Road, Hamilton, New Jersey 08690. The Association has enacted Bylaws, a copy of which are attached hereto and made a part of this Master Deed as **Exhibit A.**

IV. Description of The Condominium

Unit A—Phase 1 on the attached Plan containing two residential apartment buildings and site improvements including parking and drainage.

Unit B—Phase 2 on the attached Plan vacant land improved by limited site improvements including drainage and approved for construction of residential apartment buildings.

Unit C---Phase 3 on the attached Plan, vacant land improved by limited site improvements and approved for construction of residential apartment buildings.

V. Description of Units

Unit A—Improved by two buildings containing 56 residential apartments, on approximately 3.970 acres of improved land with accessory parking, paving, and landscaping.

Unit B—conditionally approved for two buildings on approximately 2.790 acres of improved land with accessory parking, paving, landscaping, 19 residential apartments and a community center as a common facility for use by all of the Units of the Condominium.

Unit C—conditionally approved for one building on approximately 13.403 acres of improved land with accessory parking, paving, landscaping, 69 residential apartments.

VI. Description of Common Areas and Facilities

Common driveways, recreation areas, ponds, detention facilities and all means of ingress and egress specifically including but not limited to those areas shown on Exhibit D. specifically including but not limited to those areas set forth on the site plan approved by the Township of Hamilton. (The current approvals call for a phased development and site plans will be approved in phases and those future approved site plans will be considered a part of this Master Deed upon approval.)

VII. Common Elements Use

The Common Elements shall be used in accordance with and subject to the following provisions:

A. Covenant against Partition.

In order to effectuate the intent of this Master Deed and to preserve the Condominium and the Condominium method of ownership, the Property shall remain undivided and no person, irrespective of the nature of his or her interest in the Property, shall bring any action or proceeding for partition or division of the Property or any part of it until the termination of the Master Deed in accordance with provisions elsewhere contained in this Master Deed. This prohibition and restriction shall apply to any and all persons who hold liens against either a Unit or the Property or any portion thereof including mortgagees and all such mortgages shall be subject to and subordinate to the terms of this Master Deed and the By Laws. An exception to this clause in the event of casualty damage is set forth in **Article XIV** of this Master Deed.

B. Rules and Regulations Promulgated by Association.

No person shall use the Common Elements or any part of them in any manner contrary to or not in accordance with such rules and regulations pertaining to same as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to members of the Association and their respective tenants, employees and business invitees, as well as to provide for the exclusive use by a Unit Owner and his or her tenants, employees and invitees, for specific occasions of any reception room and conference room or other similar facilities. Such use may be conditioned upon, among other things the payment by the Unit Owner of such assessment as may be established by the Association for the purpose of defraying costs of such use. The Association shall also have the right to limit the use of the parking facilities in any manner including but not limited to assigning a specific number of spaces that may be used by any Unit Owner and/or charging a fee for such spaces. The Board of Directors of the Association may by a majority vote assess a fine of $500.00 per day against any Unit Owner for any and each violation of the rules and regulations, such fine or fines to be collected as an assessment in accordance with the provisions of **Article XVII** of this Master Deed.

C. Maintenance, repair, management, and operation of the Common Elements shall be the responsibility of the Association, but nothing contained in this Master Deed however shall be construed so as to preclude the Association from delegating to persons, firms, or corporations of its choice, such duties as may be imposed upon the Association by the terms of this **Paragraph C** and as are approved by the Board of Directors of the Association. An exception to this clause is set forth in **Article XXIV C** of this Master Deed.

D. Expenses incurred or to be incurred for the maintenance, repair, management, and operation of the Common Elements shall be collected from Unit Owners as assessed, in accordance with the provisions contained elsewhere in this Master Deed.

E. Subject to the Rules and Regulations of the Association from time to time pertaining to the Common Elements, all Unit Owners and their tenants may use the Common Elements in such manner as will not restrict, interfere with or impede the use of the Common Elements by other Unit Owners and their tenants.

F. Alterations and Improvements.

The Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements (which do not prejudice the right of any Unit Owner unless his or her written consent has been obtained), provided the making of such alterations and improvements are first approved by the Board of Directors of the Association and all First Mortgagees of the Units. 100% or more of the Unit Owners may agree to make an improvement to the common areas and facilities and assess the cost of the improvement to all Unit Owners as a Common Expense.

G. Shares of Unit Owners.

The Shares of the Unit Owners in the Common Elements shall be as stated in **Article XVII** and may be altered only by amendment of this Master Deed executed in form for recording by all of the Unit Owners and First Mortgagees of such Unit Owners. No such alteration shall affect the lien of prior recorded Mortgages unless written consent of the holder of such Mortgage is obtained and recorded.

H. The share of a Unit Owner in the Common Elements is appurtenant to the Unit owned by him, and inseparable from Unit Ownership.

VIII. Maintenance and Repair of Units

A. By the Association.

The Association, at its expense, shall be responsible for the maintenance, repair and replacement of only common areas including the community center.

B. By the Unit Owner.

The responsibility of the Unit Owner shall be as follows:

1. To maintain, repair, and replace at his or her expense, all portions of the Unit and any improvements located on the Unit except the portions of each to be maintained, repaired, and replaced by the Association;

2. To perform his or her responsibilities in such manner so as not unreasonably to disturb the rights of other persons occupying within the Units or Buildings;

3. Not to paint or otherwise decorate or change the appearance of any portion of the Building, unless the written consent of the Association is obtained;

4. To promptly report to the Association or its agent any defect or need for repairs or maintenance, the responsibility for the remedying of which is with the Association; and

5. Not to make any alterations in the portions of the Unit or the Building(s) which are to be maintained by the Association or remove any portion of the same or make any additions to the same or do anything which would or might jeopardize or impair the safety or soundness of the Building(s) without first obtaining the written consent of the Board of Directors of the Association and all First Mortgagees of the Units, nor shall any Unit Owner impair any easement without first obtaining the written consents of the Association and of the Unit Owner or Owners for whose benefit such easement exists.

C. Nothing contained in this Master Deed, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair, and replacement, but the Association's liability shall be limited to damages resulting from negligence.

IX. Units shall be Constituted as Follows

A. Real Property.

Each Unit, together with the space within it as shown on Exhibit D and together with all appurtenances to the Unit, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred, and encumbered in the same manner as any other parcel of real property, independently of all other parts of the Property, subject only to the provisions of this Master Deed and any such conveyance shall include its interest in the Common Elements and be subject to all covenants and restrictions set forth in thisMaster Deed..

B. Boundaries.

Each Unit shall be bounded as to both horizontal and vertical boundaries shown on the Plan, subject to such encroachments as are contained in the Unit whether the same exist now or are created by construction, settlement, or movement of a Building, or permissible repairs, reconstruction, or alterations.

C. Appurtenances.

Each Unit shall include and the same shall pass with each Unit as an inseparable appurtenance to the Unit, whether or not separately described, conveyed, or encumbered, all of the rights, title, and interest of a Unit Owner in the Property, which shall include but not be limited to:

1. Common Elements: an undivided share of the Common Elements, such undivided share to be that portion set forth in **Article XVII** of this Master Deed;

2. Easements for the benefit of the Unit;

3. Voting rights in the Association and funds and assets held by the Association for the benefit of the Unit Owner;

4. All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other Units;

5. In addition to and not in derogation of the ownership of the space described on the attached Plan, an exclusive easement for the use of the space not owned by the Unit Owner and which is occupied by the Unit, which easement shall exist until this Condominium is terminated in accordance with the provisions elsewhere contained in this Master Deed.

6. The following easements from each Unit Owner to each other Unit Owner and to the Association:

a) Ingress and Egress

Easements through the Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Condominium Documents.

b) Maintenance, Repair, and Replacement

Easements through the Units and Common Elements for maintenance, repair, and replacement of the Units and Common Elements. Use of these easements, however, for access to the Units shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

c) Utilities.

Easements through the Units and Common Elements for all facilities for the furnishing of utility services which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through a Unit shall be only substantially in accordance with approved site plans.

d) Emergency Easements of Ingress and Egress

Easements whenever reasonably required for emergency ingress and egress. No Unit Owner shall install or allow to be installed any security device or other thing which will or might impair such easements.

X. Purpose and Use Restrictions

The purpose of this Condominium is to provide for the operation of the Property with the condominium form of ownership. In order to provide for a congenial occupation of the Property and to provide for the protection of the values of the Units, the use of the Property shall be restricted to and be in accordance with the following provisions:

The Units shall be used for only those purposes allowed by specific approvals of use by the zoning ordinance of the Township of Hamilton, Mercer County, New Jersey subject to compliance with all conditions of such approval and restrictions required thereby including the following:

A. The Property Is Subject To The Following Age Restrictions.

1. Rental Housing Units to Remain 55 or Over Housing. Any Building on any Unit is intended to be "55 or Over Housing" within the meaning of the Fair Housing Act, 424 U.S.C. §3601 et. seq., so as to qualify as "housing for older persons" within the exemption provisions of the Fair Housing Act. The construction, interpretation, and enforcement of this Article X shall be in a manner consistent with such requirements and all terms used herein shall have the meaning set for in the referenced State and Federal Statutes.

2. General Age Restrictions. Occupancy of the Rental Housing Units shall be restricted to use by tenants of 55 years of age or older, with no children under

18 years of age in permanent residence, with the following exceptions: (1) a member of a couple under the age of 55 years who is residing with his/her partner who is 55 years of age or over; (2) one adult under 55 years of age will be admitted as a tenant if it is established that the presence of such person is essential to the physical care of one or more of the adult occupants who shall be 55 years of age or older; or (3) a member of a couple under 55 years of age who was permitted and did permanently reside in a Unit may continue to occupy the Unit after the death of the occupant who was 55 years of age or older; or (4) a disabled child (or children) under 18 years of age who is residing with his/her parent who is 55 years of age or over. However, in the event the aforesaid restrictions are subsequently amended by court order or otherwise to permit additional classes of residents, the Owner reserves the right to allow residency by such persons as shall be so permitted. Nothing contained in this Section (2) shall be deemed to prohibit the visitation by children under the age of 18 who are family members or guests of the residents. Permitted visitations shall not exceed sixty (60) consecutive days nor more than a total of sixty-one (61) days in any calendar year.

3. No Occupancy by Children. No occupancy shall be permitted and no application shall be approved under this Section (3) to any person who intends to have as an occupant a person under the age of 18 years, unless, despite anything to the contrary, such person is a handicapped dependent protected by the Fair Housing Act. Nothing herein is intended to prohibit the visitation by children under the age of 18 years who are family members or guests of the tenants. Permitted visitations must not exceed sixty (60) consecutive days nor more than a total of sixty-one (61) days in any calendar year.

B. The Property Is Subject To The Following Affordable Housing Covenants.

Eighteen (18) Affordable Rental Housing Units (9 low income and 9 moderate income) are required to be interspersed through the condominium and will be located in Units B and C. Those affordable housing units are described herein as "Affordable Rental Housing Units."

1. The following covenants (the "Covenants") shall run with the Affordable Rental Housing Units for the period of time (the "Control Period"), determined separately with respect for each Affordable Rental Housing Unit, commencing upon the earlier of (1) the date hereof or (2) the date on which the first certified household occupies an Affordable Rental Housing Unit, and shall terminate upon the expiration of the Control Period as set forth below.

2. In accordance with N.J.A.C. 5:80-26.11, each Affordable Rental Housing Unit shall remain subject to the requirements of this subchapter titled "Control Periods for Affordable Rental Housing Units," until the Township elects to release the Affordable Rental Housing Unit from such requirements. Prior to such a municipal election, an Affordable Rental Housing Unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

-(i) Affordable Rental Housing Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

-(ii) Any Affordable Rental Housing Unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State of New Jersey or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment, or grant or contract.

3. Sale and use of the Affordable Rental Housing Units is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, et seq., the "Uniform Controls").

4. The Affordable Rental Housing Units shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such Affordable Rental Housing Unit shall be given or implied, without exception, to any person who has not been certified for that Rental unit in writing by the Township. So long as any Rental Unit remains within its Control period, sale of the Rental Unit must be expressly subject to this Deed Restriction, deeds of conveyance must have this Deed Restriction appended thereto, and no sale of a Rental Unit shall be lawful unless approved in advance and in writing by the Township

5. No improvements may be made to the Affordable Rental Housing Units that would affect the bedroom configuration, and any improvements to the Affordable Rental Housing Units must be approved in advance and in writing by the Township.

6. The Owner shall notify the Township of any foreclosure actions filed with respect to any Affordable Rental Housing Unit within five (5) business days of service upon Owner.

7. The Owner shall notify the Township within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

C. Remedies for Breach of Affordable Housing Covenants.

A breach of the Covenants will cause irreparable harm to the Township and to the public in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

1. In the event of a threatened breach of any of the Covenants set forth in Section **B** hereof by the Owner, or any successor in interest of a Affordable Rental Housing Unit, the Township shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

2. Upon the occurrence of a breach of any Covenants set forth in Section **B** hereof by the Owner, or any successor in interest of a Affordable Rental Housing Unit, the Township shall have all remedies provided at law or equity, including but not limited to: forfeiture, foreclosure, acceleration of all sums due under any Mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

D. The Property is further subject to a Recreation/Conservation Easement (a copy is attached as Exhibit E) being recorded herewith.

E. The Common Elements Are Subject To the Following Restrictions

The Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the Units.

F. The Ownership of a Unit Is Subject To The Following Covenants:

No Unit shall be owned by any person not approved in advance by the Board of Directors of the Association. The Association shall signify in writing such approval or disapproval within 15 days after the same is requested in writing, provided that simultaneously with such request, there is submitted to the Association the name of the person in question, the present address and three references, together with such other information as the Association might reasonably request. Any such approval once given may not subsequently be withdrawn. Failure of the Board of Directors to disapprove within such period conclusively shall be deemed to constitute approval. The provisions in this paragraph shall not be applicable to any Permitted Mortgagee or purchaser or lessee from such Permitted Mortgagee as recited in **Article XI C.5.** of this Master Deed.

G. Nuisances

No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to occupants or which interferes with the peaceful possession and proper use of the Property by its residents and occupants.

H. Lawful Use

No immoral, improper, offensive, or unlawful use shall be made of the Property nor any part of it and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The respective responsibilities of Unit Owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification, or repair of the Property shall be the

same as provided above for the maintenance and repair of that portion of the Property subjected to such requirements.

I. Interpretation

In interpreting deeds, mortgages, and plans, the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage, or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or in the deed and those of the building.

J. Regulations

Regulations concerning use of the Property may be promulgated by the Association as set forth above; provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time that the same become effective. The initial regulations, which shall be deemed effective until amended by the Association, are annexed to and made a part of this Master Deed as **Exhibit B**. Any amendments to the regulations shall be recorded in the Mercer County Clerk's Office., as amendments to the Regulations. Such regulations shall not impair or limit the rights of mortgagees, as elsewhere recited.

XI. Conveyances

The sale, leasing, and mortgaging of Units shall be subject to the following provisions until this Master Deed is terminated in accordance with provisions elsewhere contained in this Master Deed

A. Sale or Lease.

No Unit Owner may dispose of a Unit or any interest in a Unit by sale or by lease without approval of the Board of Directors, except as elsewhere provided in this Master Deed, which approval of the Association shall be obtained in the manner provided below.

1. Notice to Association.

A Unit Owner intending to make a sale or lease of his or her Unit or any interest in the Unit shall give written notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Association reasonably may require and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representations by the Unit Owner to the Association and any purchaser or lessee produced by the Association as provided below in this Master Deed, that the Unit Owner believes the proposal to be bona fide in all respects. The provisions in this Paragraph A shall not be applicable to any Permitted Mortgagee or its designee who takes title to a Unit by foreclosure, deed in lieu of foreclosure or otherwise.

2. Election of Association.

Within 15 days after receipt of such notice, the Board of Directors of the Association shall either approve the transaction or furnish a purchaser or lessee approved by the Association (and give notice to the person desiring to sell or lease his or her Unit) who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may have not less than 60 days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned as elsewhere stated. The approval of the Board of Directors of the Association shall be in recordable form, signed by any two members of the Board, and shall be delivered to the purchaser or lessee. The failure of the Association to act within such 15-day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form. The Unit Owner giving such notice shall be bound to consummate the transactions with such purchaser or lessee as may be approved and furnished by the Association. The right of election shall not be exercised so as to restrict alienation, conveyance, sale, leasing, purchase, ownership, and occupancy of units because of race, creed, color, or national origin.

B. Mortgage

No original Unit Owner may mortgage his or her Unit nor any interest in the Unit without the approval of the Association except to Spencer Savings Bank, SLA as to Unit A and First Bank as to Units B and C.. No subsequent Owner may mortgage his or her Unit or any interest in the Unit without the approval of the Association, excepting to a Mortgagee or to a vendor to secure not more than 90% of the purchase price. The approval of any other mortgagee shall be upon the terms and conditions as determined by the Association or may be arbitrarily withheld.

C. Permitted Mortgages

1. A Unit Owner may encumber or subject the Unit owned by such Unit Owner with the lien of a Permitted Mortgage. When a Mortgage is delivered to the Permitted Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Association. The Secretary of the Association shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amounts secured thereby. To the extent provided by applicable law, any lien, claim or other obligation now or hereafter due to the Association is subordinated to the lien of a Permitted Mortgage upon a Unit.

2. No Owner or other party shall have priority over any rights of the Permitted Mortgagee for such Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to, or a taking of, Unit(s) and/or Common Elements.

3. Reports and Notices To Permitted Mortgagees

Upon the written request of a Permitted Mortgagee to the Board of Directors, the Permitted Mortgagee of a Unit shall be entitled to receive any or all of the following as designated in the request:

(i) Copies of budgets, notices of Assessment, or any other notices or statements provided under this Master Deed by the Board of Directors to the Unit Owner whose Unit is encumbered by the Permitted Mortgage;

(ii) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;

(iii) Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings (but not to participate in such meetings);

(iv) Notice of the decision of the Unit Owners to make any material amendment to this Master Deed;

(v) Notice of substantial damage to or destruction of any part of the Common Elements;

(vi) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

(vii) Notice of any violation under this Master Deed by the Unit Owner whose Unit is encumbered by the Permitted Mortgage if such violation is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the violation; or

(viii) The right to examine the books and records of the Association at any reasonable time, provided that all costs relating thereto are paid by the said Permitted Mortgagee.

(ix) any sixty (60) day delinquency in the payment of a Common Expense assessment or other assessments or charges owed to the Association by a Unit Owner of any Unit upon which Permitted Mortgagee holds a Mortgage; and

(x) a lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(xi) any proposed action that requires the consent of a specified percentage of Permitted Mortgagees.

4. The request of a Permitted Mortgagee shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent to the Board of Directors. The Board of Directors need not inquire into the validity of any request made by a Permitted Mortgagee hereunder. The Permitted Mortgagee shall bear the costs of any exercise of a right granted by this Section and shall fully reimburse the Association for the costs and expense to meet any demand.

5. Mortgage Foreclosure Sales

In the event of the foreclosure sale of a Unit by the Court or Sheriff or other authorized Judicial Officer under a Permitted Mortgage held by a Permitted Mortgagee, there is no requirement of obtaining Association consent of the Purchaser.

6. No consent of the Association is required for a Permitted Mortgagee or its designee accepting a deed in lieu of foreclosure or acquiring the Unit by any means under the applicable law then in effect or upon the subsequent transfer of the Unit by the Permitted Mortgagee or its designee.

D. Owners' Units and Other Privileges

The Developers who have executed this Master Deed of Condominium, their heirs, executors, administrators, successors, and assigns, are irrevocably empowered, notwithstanding this Master Deed of Condominium, By-laws, Restrictions, Rules, and Regulations, or as the same may be amended from time to time, to sell, convey, lease, sublease, encumber, mortgage, rent, or otherwise dispose of, anyinterest they may have in and to any Units to any person or entity approved by them.

XII. Administration

The administration of the Property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

A. The Association shall be incorporated under the name Twin Ponds Park, Inc. as a corporation not for profit under the laws of the State of New Jersey. Any other form of organization for the Association may be submitted after first obtaining the written approval of all of the members of the Association.

B. The Bylaws of the Association shall be in the form attached as **Exhibit A** until such are amended in the manner provided in such bylaws.

C. The duties and powers of the Association shall be those set forth in this Master Deed, the Articles of Incorporation and the Bylaws, together with those reasonably implied to effect the purposes of the Association and this Master Deed; provided, however, that if there are conflicts or inconsistencies between this Master Deed and either the Articles of Incorporation or the Bylaws, the terms and provisions of this Master Deed shall prevail and the Unit Owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or Bylaws as will remove such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the Articles of Incorporation and the Bylaws and any duties

or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Master Deed, shall be so exercised except that wherever this Master Deed requires the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the Bylaws.

D. Notices or demands, for any purpose, shall be given by the Association to Unit Owners and by Unit Owners to the Association and other Unit Owners in the manner provided for notices to members of the Association by the Bylaws of the Association.

E. All funds and titles of all properties acquired by the Association and the proceeds of the same after deducting the costs incurred by the Association in acquiring the same shall be held for the benefit of the Unit Owners for the purposes stated in this Master Deed.

F. All income received by the Association from the rental or licensing of any part of the Common Elements (as well as such income anticipated) shall be used for the purpose of reducing prospective Common Expenses prior to establishing the annual assessment for Common Expenses.

G. The Association, by and through its Board of Directors, is by this Master Deed vested with the power to delegate its powers, duties, and authority granted by this Master Deed, by entering into a management contract with such persons or organizations or corporations, and upon such conditions and terms as the Board of Directors may elect except as provided in **Article XXIII** of this Master Deed. The management costs and fees as may be contained in any management contract shall be Common Expenses.

XIII. Insurance

The insurance which shall be carried upon the Property shall be governed by the following provisions:

A. Authority to Purchase.

Except for Builder Risk and other required insurance furnished by Developer during construction, all insurance policies upon the Property (except as allowed below) shall be purchased by the Association for the benefit of the Unit Owners and their respective mortgagees as their interests may appear and shall provide for the issuance of certificates of insurance mortgage endorsements to the holders of First Mortgages on the Units or any of them, and, if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Association and their respective employees, agents, and invitees. Such policies and endorsements shall be deposited with the designated officer of the Association who must first be approved by mortgagees holding a First Mortgage on a Unit and must acknowledge that the policies and any proceeds of the policies will be held in accordance with the terms of this Master Deed.

B. Unit Owners

Each Unit Owner may obtain insurance, at his or her own expense, affording coverage upon his or her personal property and for personal liability and as may be

required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in **Article XIII, Paragraph A** of this Master Deed (if the same is available) and must be obtained from an insurance company from which the Association obtains coverage against the same risk, liability, or peril, if the Association has such coverage.

C. Coverage

1. Casualty

The Building and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value of the same (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

a) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and

b) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location, and use as the Building, including but not limited to, law and ordinance coverage, boiler and machinery, vandalism, malicious mischief, windstorm, and water damage.

2. Public Liability and property damage in such amounts and in such forms as shall be required by the Association including but not limited to water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages.

3. Worker's Compensation policy to meet the requirements of law.

4. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

D. Premiums

Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as Common Expenses.

E. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid first to satisfy any outstanding Mortgage on the Unit for which such proceeds are paid, then to the Association. If a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be paid to the mortgagee as its interest may appear.

F. Distribution of Proceeds

Proceeds of Insurance policies received shall be distributed to or for the benefit of the Owners in the following manner:

1. Reconstruction or Repair.

If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost of such repair or reconstruction as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Owners, all remittances to Unit Owners and their mortgagees being payable jointly to them or as otherwise provided in the Mortgage covering the damaged Unit. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by it, him or her.

2. Failure to Reconstruct or Repair

If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him or her.

3. Certificate

In making distribution to Unit Owners and their mortgagees the insurance company may rely upon a certificate of the Association as to the names of the Unit Owners and their respective shares of the distribution. Upon request of the Insurance Company, the Association forthwith shall deliver such certificate.

XIV. Reconstruction or Repair of Casualty Damage

A. If any part of the Common Elements shall be damaged by casualty, by fire or other casualty loss rebuilding or repair of the Common Areas and facilities made necessary shall be carried out in the manner set forth in this Master Deed dealing with the necessary work of maintenance, repair, and replacement, using common funds, including the proceeds of any insurance, for that purpose. Any such reconstruction or repair shall be substantially in accordance with approved site plans and specifications. Encroachments upon or in favor of Units which may be created as result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the approved site plan or as the Building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Building stands.

B. Responsibility

If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

1. Estimate of Costs

Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such Bonds as the Board of Directors desires.

2. Assessments

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the above-mentioned fees and premiums, if any) assessments shall be made against the Unit Owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of same are insufficient; assessments shall be made against the Unit Owners who own the damaged property insufficient amounts to provide funds for the payment of such costs.

3. Construction Funds.

The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such cost in the following manner:

a) Association

If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

b) Insurance

The proceeds of insurance collected on account of a casualty, and the sums from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

i. Unit Owner

The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner; to such contractors, suppliers, and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Unit Owner may direct; or if there is a mortgagee endorsement, then to such payees as the First Mortgagee directs.

Nothing contained in this Master Deed, however, shall be construed so as to limit or modify the responsibility of the Unit Owner to make such reconstruction or repair.

ii. Association: Lesser damage

If the amount of the estimated costs of construction and repair is less than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

iii. Association: Major damage.

If the amount of the estimated costs of reconstruction and repair of the Building or other improvement is more than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in New Jersey and employed by the Association to supervise the work; provided, however, if a First Mortgagee is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in accordance with the terms of the First Mortgage held by such mortgagee.

iv. Surplus

It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Unit Owners and their mortgagees who are the owners of the fund, or as otherwise provided in their mortgages.

v. When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the costs of repairing the Common Elements and the balance to the Units in the shares above stated, or as otherwise provided in the First Mortgage covering the affected Units.

vi. Insurance Adjustments

Each Unit Owner shall be deemed to have delegated to the Board of Directors his or her right to adjust with insurance companies all losses under policies purchased by the Association, subject to the rights of mortgagees of the affected Units.

XV. Condemnation

The following provisions relating to condemnation of the Property are a part of this Deed:

A. Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, the net proceeds shall at the discretion of the affected mortgagee, be applied to satisfy the indebtedness secured or repair and/or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorney's fees incurred by the Association or the affected mortgagee in connection with the Condemnation.

B. Proceedings. If any proceeding in condemnation is filed, the Association shall promptly notify all Permitted Mortgagees, in writing, and Association shall promptly take such steps as may be necessary to defend the action and obtain the award. Association may be the nominal party in such proceeding, but such Permitted Mortgagees shall be entitled to participate in the proceeding and to be represented by counsel of its own choice, and Association will deliver or cause to be delivered to the Permitted Mortgagees such instruments as may be requested by it from time to time to permit such participation.

XVI. Taxes and Special Assessments

A. The assessment of each of the Units for taxes and special assessments by governmental bodies may be done in the following manner:

1. Determination of Value

The total value for the tax or assessment roll for the Property shall be determined without regard to the Units against which taxes and assessments are ultimately to be levied.

2. Allocation of Assessments to Units

The assessment for each Unit shall be the Unit's respective Share of the Assessment of the Property.

3. Certificate

Any Tax Assessor may rely upon a Certificate of the Association as to the Share of each Unit and upon request or whenever appropriate, the Association shall issue such Certificate.

B. During the period of time the taxes and special assessments upon the Property or any portion of it are not assessed to Units, the taxes and assessments not separately assessed to Units shall be included in the budget of the Association and shall be paid by

the Association. The Association shall assess each Unit Owner in accordance with the manner set forth above for allocation of taxes and special assessments by the Tax Assessors.

C. Return for Taxation

No Unit Owner shall make a return for taxation which is inconsistent in any manner with the provisions of this Master Deed and if any such return is made it shall be void.

XVII. Assessments

Assessments against the Unit Owners shall be made or approved by the Board of Directors of the Association and paid by the Unit Owners to the Association in accordance with the following provisions:

A. Share of Common Expense

Each Unit Owner shall be liable for his or her share of the Common Expenses, and any Common Surplus shall be owned by each unit Owner in a like share, according to the following percentages:

Share of Expenses

Unit Number	Percent
__A___	39%
__B___	13 %
__C___	48 %

Such percentages to be adjusted based on the ultimate development of the Units.

B. Assessments other than Common Expenses

Any assessments, the authority to levy which is granted to the Association or its Board of Directors by the Condominium Documents, shall be paid by the Unit Owners to the Association in the proportions set forth in the provision of the Condominium Documents authorizing the Assessment.

C. Assessments for Common Expenses

Assessments for Common Expenses shall be made for the calendar year annually in advance on or before the second Monday in November of the year preceding for which the assessments are made and at such other and additional times as in the judgment of the Board of Directors additional Common Expenses assessments are required for the proper management, maintenance, and operation of the Common Elements. Such annual assessments shall be due and payable in three equal consecutive monthly payments, on the first day of each month, beginning with January of the year for which the assessments are made. The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingencies and reserves less the amounts of Common Expense Account balances and less the estimated payments to the Association for defraying the costs of the use of Common Elements. If an annual assessment is not made as required, a payment in the

amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

D. Other Assessments shall be made in accordance with the provisions of the Condominium Documents and if the time of payment is not set forth in the Condominium Documents, the same shall be determined by the Board of Directors of the Association.

E. Assessments for Emergencies

Assessments for Common Expenses of emergencies which cannot be paid from the Common Expense Account shall be made only by the Board of Directors of the Association.

F. Assessments for Liens

All liens of any nature including taxes and special assessments levied by governmental authority which are a lien upon more than one Unit or upon any portion of the Common Elements, shall be paid by the Association as a Common Expense and shall be assessed against the Units in accordance with the Shares of the Units concerned or charged to the Common Expense Account, whichever in the judgment of the Board of Directors is appropriate.

G. Assessment Roll

The assessments against all Unit Owners shall be set forth upon a roll of the Units which shall be available in the Office of the Association for inspection at all reasonable times by the Unit Owners or their authorized representatives. Such roll shall indicate for each Unit the name and address of the Owner or Owners, the assessments for all purposes, and the amounts of all assessments paid and unpaid. A certificate made by the Association as to the status of a Unit Owner's assessment account shall limit the liability of any person for whom made other than the Unit Owner when recorded in the Mercer County Clerks Office. The Association shall issue such certificates in recordable form to such persons as a Unit Owner shall request in writing.

H. Liability for Assessments

The Owner of a Unit and his or her grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for the same. Such liability may not be avoided by a waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made. A purchaser of a Unit at a judicial or foreclosure sale or a First Mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated to the period after the date of such sale. Such a purchaser shall be entitled to the benefit of all pre-paid assessments paid beyond the date such purchaser acquired title.

I. Lien for Assessments

The unpaid portion of an assessment which is due shall be secured by a lien upon the Unit and all appurtenances to the Unit and shall be enforced in the manner

provided in *Statutes*. Such lien shall have priority over all other liens, except municipal liens and First Mortgages of record held by a Permitted Mortgagee covering any Unit that is recorded prior to the date any such assessment became due. Such a claim of lien shall also secure all assessments which come due subsequently until the claim of lien is satisfied.

J. Application

1. Interest; Application of Payments

Assessments and installments of assessments paid on or before 15 (days after the date when due shall not bear interest but all sums not paid on or before 30 days after the date when due shall bear interest at the rate of 10% per year from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the Common Expense Account.

2. Suit

The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and in any event, the Association shall be entitled to recover in the same action, suit, or proceeding the payments which are delinquent at the time of judgment or decree together with interest at the rate of 10% per year, and all costs incident to the collection and the action, suit or proceedings, including, but not limited to, reasonable attorney's fees.

XVIII. Compliance and Default

Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Documents and Regulations adopted pursuant to the Condominium Documents and the Documents and Regulations as they may be amended from time to time. A default shall entitle the Association or other Unit Owners to the following relief:

A. Legal Proceeding

Failure to comply with any of the terms of the Condominium Documents and Regulations adopted pursuant to the Condominium Documents, shall be ground for relief which may include, but is not limited to, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination of the same, and which relief may be sought by the Association or if appropriate, by an aggrieved Unit Owner.

B. All Unit Owners shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his or her act, neglect or carelessness or by that of any employees, invitees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing contained in this Master Deed however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C. Costs and Attorneys' Fees

In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

D. No Waiver of Rights

The failure of the Association or of a Unit Owner to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant, or condition in the future.

E. All rights, remedies, and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by the Condominium Documents or at law or in equity.

XIX. Amendment

Except for alterations in the Shares which cannot be done except with the consent of all Unit Owners whose Shares are being affected, and their mortgagees, the Condominium Documents may be amended in the following manner:

A. Master Deed Master Deed of Condominium.

Amendments to this Master Deed Master Deed of Condominium shall be proposed and adopted as follows:

1. Notice

Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting at which a proposed amendment is considered.

2. Resolution

A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the Unit Owners meeting as members of the Association and after being proposed and approved by either of such bodies, must be approved by the others. Directors and Unit Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by not less than 100% of the Directors and 100% of the Unit Owners and their mortgagees.

3. Recording

A copy of each amendment shall be certified by at least ***(two)*** officers of the Association as having been duly adopted and shall be effective when recorded in the Mercer County Clerk's Office. Copies of the same shall be sent to each Unit Owner and his or her mortgagee in the manner elsewhere provided for the

giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

B. Articles of Incorporation and Bylaws of Association

The Articles of Incorporation and the Bylaws of the Association shall be amended in the manner provided by such documents.

XX. Termination

The Condominium shall be terminated, if at all, in the following manner:

A. Consent.–

100% of the Unit Owners may remove all of the Condominium or a portion of it from the provisions of applicable New Jersey statutes by an instrument to that effect, recorded in the Mercer County Clerks Office, provided that the holders of all liens upon any of the Units affected consent to such removal by instruments duly recorded. The termination shall become effective when such agreement has been recorded in the Mercer County Clerks Office.

B. Destruction

If it is determined in the manner elsewhere provided that the Property shall not be reconstructed after casualty, this Condominium, including all Units, and provided that the holders of all liens upon any of the Units affected consent to such removal by instruments duly recorded shall be subject to partition at the suit of Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the Common Areas and facilities. Upon such sale, the condominium shall be deemed removed from the provisions of applicable New Jersey statutes and terminated.

C. Shares of Unit Owners after Termination.

After termination as provided in **Paragraph A** of this **Article XX,** the Condominium, including all the Units, or the portion thus removed, shall be owned in common by the Unit Owners and the organization of Unit Owners shall be dissolved, unless it is otherwise provided in the removal instrument. The undivided interest in the Property owned in common held by each unit shall be equal to the percentage of the undivided interest of such Owner in the common areas and facilities. All funds held by the Association and insurance proceeds, if any, shall be and continued to be held jointly for the Unit Owners and their First Mortgagees in proportion to the amount of the assessments paid by each Unit Owner or as otherwise provided in the First Mortgages. The costs incurred by the Association in connection with a termination shall be a Common Expense.

D. The removal of the Condominium from the provisions of applicable New Jersey statutes shall not bar the subsequent resubmission of the land and buildings involved to the provisions of same.

XXI. Covenants Running with the Land

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part of and interest in the same, including but not limited to every Unit and the appurtenances to the Unit; and every Unit Owner and claimant of the Property or any part of or interest in the same, and his or her heirs, executors, administrators, successors, and assigns shall be bound by all of the provisions of the Condominium Documents.

XXII. Liens

A. Protection of Property

All liens against a Unit other than for Permitted Mortgages, taxes, or special assessments will be satisfied or otherwise removed within 30 days from the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before becoming delinquent.

B. Notice of Lien

A Unit Owner shall give notice to the Association of every lien upon his or her Unit other than for, taxes, and special assessments within thirty (30) days after the attaching of the lien.

C. Notice of Suit.

Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect the title of his or her Unit or any other part of the Property, such notice to be given within fifteen (15) days after the Unit Owner receives notice of the suit or proceeding.

D. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

E. The Association shall maintain a register of all Permitted Mortgages.

XXIII. Judicial Sales and other Transfers of Title

A. No judicial sale of a Unit nor any interest in a Unit shall be valid unless the sale is a result of a public sale with open bidding or unless the sale is to a purchaser approved by the Board of Directors of the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Mercer County Clerk's Office. This provision shall not apply to Permitted Mortgagees or their designees in connection with a foreclosure, deed in lieu of foreclosure or its acquisition of the Unit or in any other manner pursuant to the law then in effect.

B. Unauthorized Transactions

Any sale, mortgage, or lease which is not authorized pursuant to the terms of this Master Deed or for which authorization has not been obtained pursuant to the terms of this Master Deed, shall be void unless subsequently approved by the Board of Directors of the Association. For purposes hereof, the Mortgage held by Spencer Savings Bank, SLA

covering Unit A and the Mortgage held by First Bank covering Unit B and Unit C are hereby authorized.

C. If proceedings are instituted to foreclose any mortgage on any Unit, the Association, on behalf of one or more Unit Owners, shall have the right to purchase such Unit at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceeding and take and have absolute fee simple title to the Property purchased, free from any claim or right of any grantee, his or her heirs or assigns, or such mortgagor, and every person claiming by, through, or under such mortgagor. Nothing contained in this Master Deed shall preclude a mortgage institution, banker, saving, and loan association, insurance company or any other recognized lending institution from owning a mortgage on any Unit, and such lending institution shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose the mortgage in accordance with the terms of the mortgage and the laws of the State of New Jersey and to bid upon the Unit at the foreclosure sale, and in that event the mortgagee taking title on such foreclosure sale or taking title by deed in lieu of foreclosure sale, may acquire such Unit and occupy to same and let, relet, sell, and resell the same without complying with the restriction limiting the occupation of the Property to persons approved by the Association.

XXIV. Provisions Pertaining to Developers

For so long as the Developers continue to own any of the Units and as provided in this Master Deed, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Developers from any obligations of a Unit Owner to pay assessments as to each Unit owned by it, in accordance with the Condominium Documents.

A. For so long as Developer owns more than One Unit, a majority of the Board of Directors of the Association shall be selected by the Developer and such members as may be selected by Developer need not be owners of Units in the Building.

B. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the Property or the Condominium Documents except as specifically set forth in them and no person shall rely upon any warranty or representation not so specifically made. The estimates of Common Expenses are deemed accurate, but no warranty or guaranty is made nor intended, nor may one be relied upon.

C. In order to maintain high standards and to assure the proper development of the Condominium, the grantors, known as Developer, reserve for a period of two years from the date of recording of this Master Deed, the power to contract with persons, firms, or corporations of its choice for the management of the Condominium, and to delegate to such managing agent, which may be Developer or either of them, all powers of the Association in regards to maintenance, repair, management, and operation of the Association. The management costs and fees as may be contained in such management contract shall be Common Expenses.

XXV. Severability of Condominium Document Provisions

If any term, covenant, provision, phase, or other element of the Condominium Documents is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify, or impair in any manner whatsoever any other term, provision, covenant, or element of the Condominium Documents.

XXVI. Unit Deeds

Any transfer of a Unit shall include all appurtenances to it whether or not specifically described, including the interest of the Unit Owner in the shares of the Association and shall specifically reference this Master Deed.

XXVII. Captions

Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Condominium Documents.

XXVIII. Gender, Singular, Plural

Whenever the context so permits, the use of the plural shall include the singular, the plural, and any gender shall be deemed to include all genders.

XXIX. Severability

If any provision of this Master Deed, or any section, sentence, clause, phrase, or work, or the application of same in any circumstances by judicially held in conflict with the laws of the State of New Jersey, then the laws shall be deemed controlling and the validity of the remainder of this Master Deed and the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected by such holding.

XXX. Construction of Units B and C

A. Only the Owner of Unit B and the Owner of Unit C shall be responsible for all required construction and improvements identified as Phases II and III in the Resolution No. 05-02-011C of the Zoning Board of Adjustment of the Township of Hamilton, dated November 9, 2011 and amended May 8, 2012, and the final site plans approved for those Units.

B. No Owner, user or contractor for any Unit shall utilize or tap into the utilities serving any other Unit.

C. Notwithstanding anything to the contrary set forth in the Master Deed, the development of Unit B and/or Unit C shall not in any way, (a) impair or affect the legal permits or Certificate of Occupancy for Unit A to legally operate as residence buildings for the number of units and bedrooms as they now exist, nor (b) cause or require that any application or amendment be made to any governing authority regarding the operation of Unit A or regarding the configuration of Unit A or the number of parking spaces allocated for use by Unit A, nor (c) following the construction period for Unit B and Unit C reduce the number or size of parking spaces allocated for exclusive use for Unit A, nor (d) relocate the parking spaces allocated to Unit A

D. All construction activities shall be conducted in a reasonable manner. The parties intend that original construction, as well as reconstruction, renovation and repair shall be made in a manner which causes the minimum interference with residents of the other Units, and their quiet enjoyment and safeguards the Units, their residents and their property in a manner and to a degree reasonable for the project then being undertaken.

WITNESS our signatures as of the day and date first above stated.

Witness:

Daniel J. Graziano, Jr.

Crestwood Ventures LLC

Patrick M. Ryan, Manager

County of Mercer)
State of New Jersey)

On the 9th day of Sept. 2013, before me an Attorney at Law of the State of New Jersey, Patrick M. Ryan, Manager, did sign this instrument and acknowledged same as his voluntary act and deed and further acknowledged that he is the Manager of Crestwood Ventures LLC the Grantor in said instrument.

Daniel J. Graziano, Jr.
An Attorney at Law of New Jersey

BY-LAWS OF

TWIN PONDS PARK, INC.

The following By-Laws are hereby adopted to govern the affairs of Twin Ponds Association, Inc., a New Jersey corporation with its principal office at c/o North Buffalo Advisors, LLC, 2465 Kuser Road, Suite 200, Hamilton, NJ 08690 (herein referred to as "the ASSOCIATION") in conjunction with the covenants, restrictions and reservations set forth and contained in the Master Deed of Twin Ponds Park Condominium.

ARTICLE I
DEFINITIONS

Definitions contained in Paragraph I of the Master Deed shall apply to these By-Laws.

ARTICLE II
CONTROL

Every person, firm, association, corporation, limited liability company or other legal entity who is a Unit Owner of fee title to any Unit shall be a member of the Association; provided, however, that any person, firm, association, corporation, or legal entity who holds such title or interest merely as a security for the performance of an obligation (including but not limited to mortgagees or trustees under deeds of trust) shall not be a Member of the Association. The Association shall be under the exclusive control and management of the Board of Directors. Change of membership shall be accomplished by recordation in the Mercer County Clerk's office of a deed or other instrument establishing a record title to a Unit, and delivery to the Secretary of the Association of a certified copy of such instrument together with such sums of money as are required for the payment of any membership fee, contribution to capital or escrow deposit. The membership of the prior Unit Owner shall be thereby terminated.

ARTICLE III
NOTICE OF MEETINGS

The annual meeting of all Unit Owners shall be held on the second Monday in the Month of January of each year. Notice of such meeting and of special meetings of the Unit Owners shall be given by mail to the Unit Owner's address and shall be mailed not less than ten days nor more than fifteen days prior to the date of the meeting. All meetings of the Unit Owners shall be held at the principal office.

ARTICLE IV
QUORUM

At such meeting of the Unit Owners, the president shall preside at all meetings. The presence at any duly called meeting of Unit Owners having sixty-six percent (66%) of the Interests in the Condominium as a whole and as established in the Master Deed represented by Unit Owners present shall constitute a quorum for the conduct of business. Unless otherwise expressly provided in the law, the Master Deed or these By-Laws, any action may be taken at any meeting of the Unit Owners upon the affirmative vote of all of the voting power of the Unit Owners present, which shall be in accordance with their respective percentage of ownership provided that a quorum is present as provided for herein.

ARTICLE V
REPORTS

At the annual meeting of the, the Board of Directors shall present an audit of Common Expenses (unless all Unit Owners shall have unanimously waived the necessity for a formal audit itemizing the receipts and disbursements for the preceding calendar year, the allocation thereof to each Unit Owner, and the estimated Common Expenses for the coming calendar year. Within ten days after the annual meeting, such statement shall be delivered or mailed to Unit Owners not present, in person, at the annual meeting.

ARTICLE VI
ELECTION AND PROCEEDINGS OF THE BOARD OF DIRECTORS

(a) Election. At each annual meeting of the Unit Owners, the Unit Owners shall elect a Board of Directors for the coming year, consisting of two Unit Owners or, if the Unit Owners are entities, authorized officers of the United Owners.

(b) Term. Members of the Board of Directors (other than the original members as herein designated) shall serve for a term of three years. Members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal; provided, that if any member ceases to be an Unit Owner, his membership on the Board of Directors shall thereupon automatically terminate.

(c) Resignation and Removal. Any member may resign at any time by giving written notice to the other member of the Board of Directors, and any member of the Board of Directors may be removed from membership on the Board of Directors by a vote of Unit Owners holding not less than sixty-six percent (66%) of the Interests in the Condominium at any time and without cause.

(d) Proceeding. Two members of the Board of Directors shall constitute a quorum, and if a quorum is present, the decision of those present shall be an act of the Board of Directors.

(e) Rules of Order. At all proceedings of the Board of Directors and Unit Owners, the conduct thereof shall be in accordance with such regulations as the Board of Directors may adopt not in conflict with these By-Laws. Pending any change thereof, Roberts Rules of Order shall govern any matter not otherwise covered to the contrary herein. The Board of Directors may validly act without holding a formal meeting by declaring their action, unanimously, in writing by a memorandum thereof in lieu of a formal meeting.

ARTICLE VII
AUTHORITY OF THE BOARD OF DIRECTORS

The Board of Directors, shall enforce the provisions hereof and shall acquire and shall pay out of the common expense fund hereinafter provided for, the following:

(a) Water, sewer, garbage collection, electrical, telephone, gas, and other necessary utility services for the Common Elements to the extent not separately metered or charged to the individual Units;

(b) A policy or policies of fire and casualty insurance as hereafter described in these By-Laws with extended coverage endorsement for the full insurable replacement value of the improvements payable in the manner herein provided for, and/or such other fire and casualty insurance as the Board of Directors shall determine would give substantially equal or greater protection to the Unit Owners and the mortgagees as their respective interests may appear, which said policy or policies shall provide for a separate loss payable endorsement in favor of mortgagees of each Unit, if any;

ARTICLE VIII
POWERS OF BOARD OF DIRECTORS EXCLUSIVE

The Board of Directors shall have the exclusive right to contract on behalf of the Association for all goods, services and insurance, payment for which is to be made from the common expense fund, and the actions of the Board of Directors shall be through its properly designated and authorized officers.

ARTICLE IX
ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO COMMON ELEMENTS

There shall be no structural alterations, capital additions to, or capital improvements of, the Common Elements requiring an expenditure in excess of $5,000 for any one such alteration, addition or improvement, (and with only one such alteration,

addition or improvement per year) without the prior approval by a vote of Unit Owners holding not less than one hundred percent (100%) of the Interests in the Condominium.

ARTICLE X
ASSESSMENTS FOR COMMON EXPENSES

(a) Annual Budget Estimate. Within thirty (30) days prior to the beginning of each calendar year, the Board of Directors shall estimate the cost of providing the services for which it is obligated under these By-Laws during the next ensuing year including a reasonable provision for contingencies and replacements and less any expected income and surplus from the prior year's fund. The estimated cash requirements for the next ensuing year as so determined shall be assessed to the Unit Owners in accordance with their percentages of the total Interests in the Condominium as set forth in the Master Deed to be paid, as set forth therein. If the estimated cash requirements should prove inadequate, for any reason, the Board of Directors may, at any time, levy a further assessment, which shall be assessed to the Unit Owners in like proportions, unless otherwise provided herein. Each Unit Owner shall be obligated to pay assessments made pursuant to this Article to the Board of Directors as set forth in the Master Deed.

(b) Expenditure of Common Fund. The funds collected in the manner herein provided shall be expended for the purposes designated herein or in the Master Deed and for no other purpose.

(c) Non-Waiver. The omission by the Board of Directors, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provision of these By-Laws, or a release of a Unit Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessments fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this Article shall be effective only upon unanimous written consent of the Unit Owners and their mortgagees. No Unit Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any common element or by abandonment of his or its Unit.

(d) The Board or Directors shall keep detailed, accurate record in chronological order, of the receipts and expenditures affecting the Common Elements, specifying and itemizing maintenance and repair expenses of the Common Elements and any other expenses incurred. Records and vouchers authorizing the payment involved shall be available for examination by the Unit Owners at convenient hours during weekdays at the principal office.

ARTICLE XI

NOTICE

Notices or demands, for any purpose, shall be given by the Association to Unit Unit Owners and by Unit Owners to the Association and other Unit Owners by mail through the United States Postal Service, facsimile or e-mail. Notice will be deemed effective two days after mailing by United States Postal Service if not returned and on the day of transmission if sent by facsimile or e-mail with confirmation of delivery. Unit Owners shall be responsible to provide the Association and other Unit Owners with their correct and current postal address, facsimile number and e-mail address.

ARTICLE XII

GENERAL POWERS AND PRIVILEGES

Subject to the Master Deed or other instruments of creation, the Association may do all it is legally entitled to do under the laws applicable to its form of organization. The Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the Unit Owners and any residents within the Condominium. The Association shall provide a fair and efficient procedure for the resolution of disputes between Unit Owners and the Association, and between different Unit Owners, that shall be readily available as an alternative to litigation.

ARTICLE XIII

OFFICERS

The principal officers of the Association shall be a President, who shall be a Unit Owner or, as applicable, an authorized officer of a Unit Owner, and a Secretary/Treasurer, elected annually by the Board of Directors.

ARTICLE XIV

AMENDMENTS

These By-Laws, or any of them, may be altered or repealed, or new By-Laws may be made, at any meeting of the Association duly held for such purpose, and previous to which written notice to Unit Owners of the exact language of the amendment or of the repeal shall have been sent, a quorum being present, by an affirmative vote of 51% in interest of the votes entitled to be cast in person, by mail ballot, by consent, by conference call or by e-mail, except that (i) the first annual meeting may not be advanced, (ii) the first Board (including replacements in case of vacancies) may not be enlarged or removed, (iii) the obligation of the proportionate responsibility for the payment of Common Expenses with respect to Units or the Common Elements may not be changed by reason of any such new By-Law, amendment or repeal, or (iv) no such new By-Law, amendment or repeal shall in any way adversely and materially affect the Unit Owners or their Permitted Mortgagees.

Adopted at the first meeting of the Unit Owners ___ September 2013.

Eric P. Rosenblum, Secy./Treas.

Unit Owners shall be governed by the Bylaws of the Twin Ponds Park, Inc. corporation. Unit Owners constructing and maintaining residential apartments on their unit, shall include the following Rules and Regulations in every lease of an apartment which is age-restricted.

RULES AND REGULATIONS FOR APARTMENTS

ALL THE TENANTS AND OCCUPANTS AGREE:

1.They shall not install, affix paint or expose any sign, notice, advertisement, illumination or project out of the windows or on the exterior, or from the building or upon any place.

2. If the Tenant desires telephone connections, the wire so introduced shall be without injury or damage to the premises and Tenant will be responsible for any damage occasioned by the installation or removal of such instruments.

3. To place paper and discarded articles in garbage cans or receptacles provided and to place all the garbage in paper deposited in the proper receptacles, keeping all receptacles covered.

4. Not to make or permit any disturbing noises in the premises by himself, his family or friends nor do or permit to be done anything which will interfere with the rights, comforts or conveniences of other tenants; not to play upon or cause to be play upon any musical instruments nor to operate a radio, television or phonograph between the hours of ten o'clock in the evening and the following nine o' clock in the morning if same will disturb or annoy other tenants or occupants of the same or other unit.

5. The sidewalks, hall, passages or stairs shall not be obstructed by the Tenants or their goods, or used by them for any purpose other than entering or exiting their respective apartments. No items permitted in hall or at apartment entrance doors or on lawns or walks.

6. Bicycles, tricycles, baby carriages, go carts/shopping carts and other vehicles of like nature shall be kept in the designated storage areas and not left in the halls or on the sidewalk or ground at any time.

7. The toilet rooms, water closets and other water apparatus shall not be used for any other purpose than for those which they were constructed, and no sweepings, rubbish, rags, ashes, ink, chemicals, garbage and refuse matter from electric batteries or other noxious substances, shall be thrown in any location which shall result in damage to the property or receptacle. Any damage resulting from such misuse or abuse shall be borne and paid for the Tenant by whom, or by whose employees, such damage is caused.

8. Pianos, furniture, goods and freights shall be brought, delivered and received into the building and taken out by arrangement with the Landlord or agent in charge of the building.

9.They shall see that the windows and doors of their apartments are closed and securely fastened before leaving the premises and will be held responsible for any damage resulting from frost, rain, or other causes of violation of this rule.
10. They shall not use or keep in this building any explosive or illuminating material except electric light or candles.

11. They shall not water or unreasonably use water.

12. They shall at all times keep dwelling and fixtures in a clean and sanitary condition.

13. They shall report to Landlord and the appropriate health authority any case of infectious or contagious disease occurring in the premises and they shall report to the Landlord the presence of vermin or insects

in the premises

14. They shall report to the Landlord at once, any accidents or injury to water pipes, toilets, drains or fixtures, or other property of the Landlord and all breakage, damage of loss of any kind.

15. They shall not permit their children to play in public halls, on roofs, stairways, cellars, walks, grounds or areas, except in the regular playground area that may be provided for children's use.

16. They shall not use tacks, nails or other fasteners, or cement in laying carpets, rugs, or linoleum on the floors.

17. They shall not place any nails, bolts, or screws in walls, floors doors or trim.

18. They shall not install any radio or television aerial wires or any description on or in the buildings, or hang them from the windows. They shall upon termination of this lease return all keys for the apartment or pay for the same.

19. They shall permit the Landlord or its agents or employees to enter the premises at any reasonable hour doe the purpose of examining insects, vermin, and to allow the landlord to take all materials in the premises that may be required for that purpose without the same constituting an eviction, and the rent shall be required to be paid in full for the entire month and on time while such work is being done.

20. The Landlord in all cases shall retain the right to control and prevent access into buildings and grounds of all persons whom it considers undesirable.

21. All personal property placed in the premises or stored in trunk rooms and storage rooms and garages shall be at the risk of the Tenant or owner of such personal property and the Landlord will not be responsible for any damage or injury to or loss of such personal property from any cause.

22. The Landlord shall not be responsible for articles left with employee.

23. The Landlord may terminate the lease of the Tenant for violation of any of the terms and conditions or of any rules and regulations prescribed by the Landlord by giving the Tenant five (5) days prior notice in writing.

24. The Tenant will not hang or permit to be hung any article on the outside of the premises or out of the windows or make permit to be made any disturbance or noises detrimental to the premises or the comfort of other inhabitants of the premises nor ant act of thing which may be or grow to be any annoyance, damage and disturbance to the Landlord or any other Tenant.

25. The use of the play areas by the children of the Tenant is at their own risk and the children shall at all times be under the supervision of the Tenant.

26. It is positively understood and agreed that no air conditioning units are permitted in the windows unless owned and installed by the Landlord.

27. Children may not be permitted to destroy lawns or shrubs, dig, or in any destroy buildings or grounds.

28. No parking is permitted in any driveway. Only designated parking may be used.

29. No drying of clothes is permitted by hanging them or leaving them outside of the apartment or building.

30. No(1)trailers(2)trucks of any kind(3)motorcycles or motor bikes(4)boats(5)boat trailers(6)taxicabs or(7)disabled vehicles of any kind shall be permitted to remain upon Landlord's parking lot or any there part of the Landlord's land premises.

31. All outside doors shall be kept locked at all times.

32. There shall be no washing, cleaning, polishing or repairing of motor vehicles on the grounds, parking facilities or any other part of the Landlord's premises.

33. The list of items not to be thrown in toilets, water closets, etc, as set forth in Rule 9 is amended to also specifically prohibit the throwing or insertion of diapers, panties and sanitary napkins.

34. Prior to or at the time that snowfall accumulation exceeds two inches, in any and all automobiles shall be removed from parking lots, until Landlord has completed snow removal. It is understood that automobiles not removed from parking lot will be towed at Tenant's expense.

35. Barbecue grills braziers, portable stoves, hibachi and all other similar devices for cooking or heating goods shall not be used under any circumstances except in areas designated by the Landlord for the use of the same. In times of drought, storage of the foregoing shall be limited to tenant's designated storage area.

36. No sidewalks, lawns, or parking areas shall be used for sports, games, or other recreational purpose. Wading pools or swimming pools of Tenants are expressly prohibited.

37. The Landlord may designate, from time to time, the manner of garbage collection and the place or places in which garbage deposits shall be made, including but not limited to centralized bins, and the Tenant at all times shall fully comply with this.

38. Tenant, upon termination of the lease shall return all apartment keys or pay a charge for lock changes, including labor in connection with the failure to return these keys promptly.

39. At any and all time's occupancy of the apartment shall be solely by the persons listed in the tenancy application and not other person or persons.

40. Automobiles operated within parking lots and driveways shall not exceed the speed of ten miles per hour. There shall be no excessive sounding of horns, and no automobiles with a noisy muffler shall be operated within the parking lots or driveways of the apartment complex.

41. Tenants shall at all times keep a duplicate key to apartment on deposit with the Landlord's superintendent. Tenant shall keep at all times keep Tenant's telephone number and automobile license plate number on file with Landlord's superintendent.

I have read the Rules and Regulations for all apartments, listed as 1-41 and I agree not to violate any of them. If I do violate any of the Rules and Regulations, I also realize I may be evicted.

EXHIBIT B

MASER CONSULTING P.A.

Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

American Metro Center
100 American Metro Boulevard, Suite 152
Hamilton, NJ 08619
T: 609.587.8200
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DESCRIPTION OF PROPERTY
TOWNSHIP OF HAMILTON
MERCER COUNTY, NEW JERSEY
MC PROJECT NO. 040460A

PROP. LOT 21.01, BLOCK 2173
NOVEMBER 15, 2011
REVISED JUNE 7, 2013

All that certain lot, tract or parcel of land situate lying and being in the Township of Hamilton, in the County of Mercer and State of New Jersey and being all of Proposed Lot 21 as shown on sheet 3 of 21 of a plan entitled "Preliminary Site Plan, Final Major Site Plan Phase 1 and Minor Subdivision, Minor Subdivision Plan for Twin Ponds, Lots 16 & 21, Block 2173, Township of Hamilton, Mercer County, New Jersey," prepared by Maser Consulting P.A., dated July 27, 2009 and revised through December 14, 2012, and being more particularly bounded and described as follows, to wit:

BEGINNING at a point in the easterly line of Yardville Hamilton Square Road (variable width right-of-way), where the same is intersected by the northerly line of Lot 17.01, said point having a New Jersey State Plane Coordinate (NAD83) of **N: 500399.7718, E: 446979.6829**, said point marked by a pin found, all as shown on the aforesaid Minor Subdivision Plan, and running thence-

1. **N 01° 12' 52" E, 700.24 feet** along the aforesaid easterly line of Yardville Hamilton Square Road to a point of curvature in the same, thence-

2. **NORTHEASTWARDLY** on an arc having a radius of **1,419.19 feet** and curving to the right, an arc distance of **104.97 feet**, (Central Angle 4°14'16"), said arc being connected by a chord distance of **104.95 feet** and a chord bearing of **N 03° 19' 47" E**, and a tangent of **52.51 feet**, still along the aforesaid easterly line of Yardville Hamilton Square Road to a point in the same, where the same is intersected by the southerly line of Lot 22, thence-

3. **S 85° 17' 29" E, 797.60 feet** along the aforesaid southerly line of Lot 22 and beyond, along the southerly line of Lot 8 to an angle point in said southerly line of Lot 8, said point marked by an iron pin found, said point having a New Jersey State Plane Coordinate (NAD83) of **N: 501139.1580, E: 447795.5285**, thence-

4. **N 87° 23' 42" E, 507.94 feet** along the aforesaid southerly line of Lot 8 to a point in the westerly line of said Lot 8,thence-

5. **S 08° 40' 38" E, 963.21 feet** along the aforesaid westerly line of Lot 8 to a point in the same, thence-

6. **S 81° 40' 30" W, 368.30 feet** along Proposed Lot 16.01 as shown on the aforesaid Minor Subdivision Plan to a point in the easterly line of Lot 17.02, thence-

7. **N 08° 19' 30" W, 679.96 feet** along the aforesaid easterly line of Lot 17.02 to a point in the northerly line of said Lot 17.02, said point marked by an iron pipe found, thence-

DESCRIPTION OF PROPERTY
TOWNSHIP OF HAMILTON
MERCER COUNTY, NEW JERSEY
MC PROJECT NO. 040460A

PROP.LOT 21.01, BLOCK 2173
NOVEMBER 15, 2011
REVISED JUNE 7, 2013

8. **S 79° 52' 33" W, 194.70 feet** along the aforesaid northerly line of Lot 17.02 and beyond, along the northerly line of Lot 17.01 to a point in the said northerly line of Lot 17.01, said point marked by a capped rebar found, thence-

9. **N 89° 41' 19" W, 369.93 feet** along the aforesaid northerly line of Lot 17.01 to an angle point in the same, thence-

10. **S 01° 12' 50" W, 400.00 feet** along the same to an angle point in the same, said angle point having a New Jersey State Plane Coordinate (NAD83) of **N: 500397.4036, E: 447415.3263**, thence-

11. **N 89° 41' 19" W, 435.65 feet** still along the same to the Point and Place of **BEGINNING.**

CONTAINING: 888,987 square feet of land more or less/or **20.408 acres** of land more or less.

EXCEPTING THEREOUT AND THEREFROM: the lands lying within additional road right-of-way to be dedicated to Hamilton Township as shown on the aforesaid Minor Subdivision Plan, and being more particularly bounded and described as follows, to wit:

BEGINNING at a point in the easterly line of Yardville Hamilton Square Road (variable width right-of-way), where the same is intersected by the northerly line of Lot 17.01, said point having a New Jersey State Plane Coordinate (NAD83) of **N: 500399.7718, E: 446979.6829**, said point marked by a pin found, all as shown on the aforesaid Minor Subdivision Plan, and running thence-

1. **N 01° 12' 52" E, 700.24 feet** along the aforesaid easterly line of Yardville Hamilton Square Road to a point of curvature in the same, thence-

2. **NORTHEASTWARDLY** on an arc having a radius of **1,419.19 feet** and curving to the right, an arc distance of **104.97 feet**, (Central Angle 4°14'16"), said arc being connected by a chord distance of **104.95 feet** and a chord bearing of **N 03° 19' 47" E**, and a tangent of **52.51 feet**, still along the aforesaid easterly line of Yardville Hamilton Square Road to a point in the same, where the same is intersected by the southerly line of Lot 22, thence-

3. **S 85° 17' 29" E, 9.74 feet** along the aforesaid southerly line of Lot 22 to a point in the same

DESCRIPTION OF PROPERTY
TOWNSHIP OF HAMILTON
MERCER COUNTY, NEW JERSEY
MC PROJECT NO. 040460A

PROP.LOT 21.01, BLOCK 2173
NOVEMBER 15, 2011
REVISED JUNE 7, 2013

4. S 01° 14' 10" W, 804.32 feet, along a line through existing Lot 21, to a point on the northerly line of Lot 17.01, thence-

5. N 89° 41' 19" W, 13.30 feet still along the aforesaid northerly line of Lot 17.01, to the Point and Place of **BEGINNING.**

CONTAINING: 10,688 square feet of land more or less/or **0.245 acres** of land more or less.

Leaving an area of Proposed Lot 21.01 of **878,299 square feet** of land more or less/or **20.163 acres** of land more or less.

6/7/13

MICHAEL F. BURNS, P.L.S.
NEW JERSEY PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 34841

DATE SIGNED

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MASER CONSULTING P.A.
Consulting, Municipal & Environmental Engineers
Planners ▫ Surveyors ▫ Landscape Architects

American Metro Center
100 American Metro Blvd., Suite 152
Hamilton, NJ 08619
Tel: 609.587.8200 ▫ Fax: 609.587.8260
www.maserconsulting.com

Unit A

DESCRIPTION OF PROPERTY
TOWNSHIP OF HAMILTON
MERCER COUNTY, NEW JERSEY
MC PROJECT NO. 040460A

PHASE 1
PROPOSED LOT 21.01 (P/O), BLOCK 2173
AUGUST 24, 2012

All that tract of land situate lying and being in the Township of Hamilton, in the County of Mercer and State of New Jersey and being all of Phase 1 as shown on sheet 3 of 21 of a plan entitled "Preliminary Site Plan, Final Major Site Plan Phases 1 & 2, and Minor Subdivision, Subdivision Plan for Twin Ponds, Lots 16 & 21, Block 2173, Township of Hamilton, Mercer County, New Jersey," prepared by Maser Consulting, P.A., dated July 27, 2009 and revised to August 17, 2012, and being more particularly bounded and described as follows, to wit:

BEGINNING at a point in the easterly ultimate right-of-way line of Yardville Hamilton Square Road (variable width right-of-way), where the same is intersected by the northerly line of Lot 17.01, said point being marked by a pin found, all as shown on the aforesaid Subdivision Plan, and running thence-

1. **N 01° 14' 10" E, 409.40 feet** along the aforesaid easterly ultimate right-of-way line of Yardville Hamilton Square Road to a point in the same, thence-

2. **S 89° 32' 38" E, 143.03 feet** through Proposed Lot 21.01 to a point, thence-

3. **N 79° 59' 31" E, 126.17 feet** still through Proposed Lot 21.01 to a point, thence-

4. **S 07° 17' 02" E, 44.28 feet** still through the same to a point, thence-

5. **N 73° 30' 20" E, 23.20 feet** still through the same to a point of curvature, thence-

6. **NORTHEASTWARDLY** on an arc having a radius of **256.93 feet** and curving to the right, an arc distance of **128.28 feet**, (Central Angle 28°36'26"), said arc being connected by a chord distance of **126.95 feet** and a chord bearing of **N 87° 48' 34" E**, and a tangent of **65.51 feet**, still through the same to a point in the northerly line of Lot 17.01, thence-

7. **S 01° 12' 50" W, 400.00 feet** along the aforesaid Lot 17.01 to a point in the northerly line of the same, thence-

8. **N 89° 41' 19" W, 422.35 feet** along the aforesaid northerly line of Lot 17.01 to the Point and Place of **BEGINNING**.

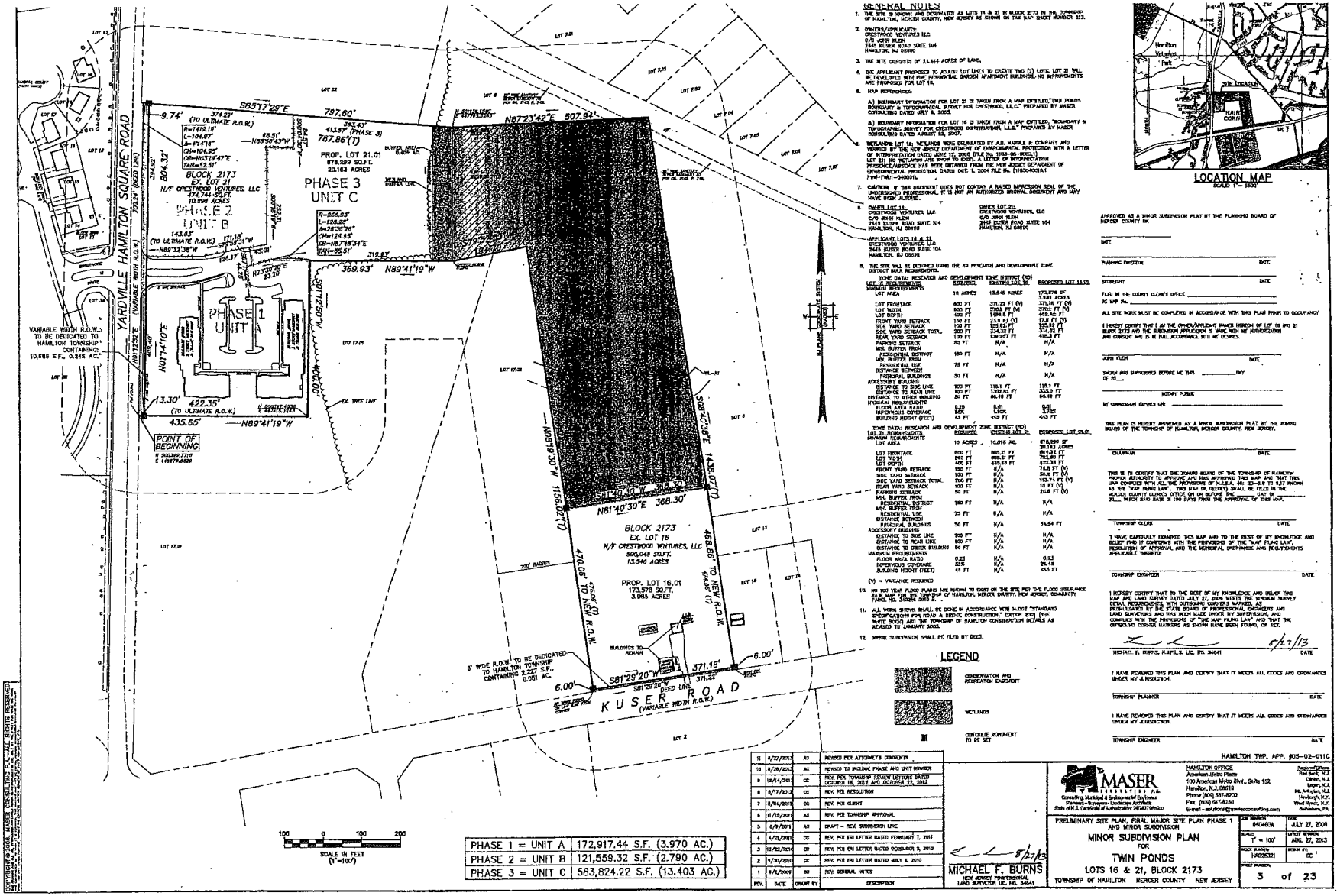
EXHIBIT C2

CONTAINING 172,917.44 square feet of land more or less, or **3.970** acres of land more or less.

MICHAEL F. BURNS, P.L.S. DATE SIGNED
NEW JERSEY PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 34841
\\Hscad\projects\2004\040460a\Descriptions\Phase1.docx

C2

EXHIBIT 2


YARDVILLE HAMILTON SQUARE ROAD
(VARIABLE WIDTH R.O.W.)
KUSER ROAD
(VARIABLE WIDTH R.O.W.)
PHASE 1
UNIT A
PHASE 2
UNIT B
PHASE 3
UNIT C
BLOCK 2173
EX. LOT 21
N/F CRESTWOOD VENTURES, LLC
474,744 SQ.FT.
10.898 ACRES
PROP. LOT 21.01
876,299 SQ.FT.
20.183 ACRES
BLOCK 2173
EX. LOT 16
N/F CRESTWOOD VENTURES, LLC
590,048 SQ.FT.
13.548 ACRES
PROP. LOT 16.01
173,578 SQ.FT.
3.985 ACRES
POINT OF BEGINNING
N 300399.7719
E 446879.2828
VARIABLE WIDTH R.O.W. TO BE DEDICATED TO HAMILTON TOWNSHIP CONTAINING 10,665 S.F., 0.245 AC.
8' WIDE R.O.W. TO BE DEDICATED TO HAMILTON TOWNSHIP CONTAINING 2,227 S.F., 0.051 AC.
BUILDINGS TO REMAIN
S85°17'29"E 797.60'
N87°23'42"E 507.93'
N89°41'19"W 369.93'
S01°25'52"W 400.00'
N01°25'52"E 404.32'
N89°41'19"W 435.65'
N81°40'30"E 368.30'
S08°40'35"E 1438.07'(M)
N08°19'30"W 1156.42'(M)
S81°29'20"W 371.18'
S81°29'20"W 371.22'
6.00'
6.00'
459.86' TO NEW R.O.W.
476.06' TO NEW R.O.W.
20' BASINS
LOT 16
LOT 21
LOT 21.01
LOT 16.01
LOT 2
LOT 6
LOT 7.01
LOT 7.02
LOT 7.03
LOT 7.04
LOT 7.05
LOT 7.06
LOT 7.07
LOT 17.01
LOT 17.02
LOT 17.03
LOT 17.04
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LOT

HAMILTON TOWNSHIP ZONING BOARD OF ADJUSTMENT

RESOLUTION OF MEMORIALIZATION

RESOLUTION, DULY ADOPTED BY THE ZONING BOARD OF ADJUSTMENT OF THE TOWNSHIP OF HAMILTON AT A MEETING HELD ON SEPTEMBER 11, 2007, IN REGARD TO:

APPLICATION NO:	05-02-011A
OWNER/APPLICANTS:	Crestwood Construction, LLC
LOCATION:	Yardville Hamilton Square Road, Hamilton Township, New Jersey, Map 213; Section 2173; Lot 21
ZONE:	RD
GRANTING APPLICATION FOR:	Final Site Plan Approval for Phase Two of "Twin Ponds" mixed use development for the purpose of constructing Two, One-Story Commercial Buildings (7,000 s.f. building and a 10,000 s.f. building)

WHERE AS, the Applicant has applied for Final Site Plan Approval for Phase Two of the "Twin Ponds" mixed use development for the purpose of constructing Two Commercial Buildings.

WHERE AS, the property is zoned RD and is an existing lot located on Yardville Hamilton Square Road, Hamilton Township, New Jersey, Map 213; Section 2173; Lot 21; and

WHERE AS, the matter was heard before the Hamilton Township Zoning Board of Adjustment at a regularly scheduled hearing held on August 14, 2007 at which time John Kline testified on behalf of the Applicant; and

WHERE AS, Daniel J. Graziano, Jr., Esq. represented the Applicant; and

WHERE AS, the subject matter of the Application was within the jurisdiction of the Board and the Board acted with the time required by law; and

WHERE AS, the meeting was properly noticed in accordance with the Municipal Land Use Law and the Open Public Meetings Act; and

WHERE AS, The Application was deemed complete by the Division of Planning and Engineering of the Township of Hamilton; and

WHERE AS, the meeting was open to the public; and

WHERE AS, Robert Poppert, Principal Planner, and Richard Williams, Assistant Township Engineer, testified on behalf of the Township; and

WHERE AS, a previous resolution was granted by the Hamilton Township Zoning Board of Adjustment on June 14, 2005, granting Final Site Plan Approval for Phase One of the Development, and Preliminary Site Plan approval for Phase Two, and Three of the development;

NOW, THEREFORE, the Hamilton Township Zoning Board of Adjustment makes the following Findings of Fact and Conclusions of Law with respect to the above-entitled Application:

1. The property is zoned RD and is an existing lot located on Yardville Hamilton Square Road, Hamilton Township, New Jersey, Map 213; Section 2173; Lot 21.

2. The Zoning Board of Adjustment for the Township of Hamilton shall retain jurisdiction of this matter for purposes of Reviewing Final Site Plan Approval for Phase Three of the Development.

3. The Divisions of Engineering and Planning reviewed the application and find it complete.

4. The Applicant has submitted proof of service of notice and proof of publication.

5. The Zoning Board of Adjustment has jurisdiction to hear this matter.

6. Based on the foregoing, the Zoning Board does not see any detriment in granting Final Site Plan Approval for Phase Two with the conditions stated above and in the professional's reports.

7. The Board finds that the application is complete.

8. The Board finds that the application can be approved with the recommendations made by the Township Professionals and all terms and conditions of the Hamilton Township Zoning Board of Adjustment Resolution adopted on June 14, 2005; since the Development Application meets the requirements of the Municipal Land Use Law, N.J.S.A. 40:55D-70 (c)(1) is without substantial detriment to the public, and without substantial impairment for the intent and purpose of the master plan and Zoning Ordinance.

9. The Board further finds that Development Application is not detrimental to the neighborhood, and the benefits conferred by the application substantially outweigh any detriment to the neighborhood.

10. The application is granted subject to the following conditions:

    a. Any and all local, county, and state approvals that are applicable must be obtained by the Applicants.

    b. Compliance with all conditions set forth in the reports prepared by the Hamilton Township Division of Planning dated July 23, 2007, Hamilton Township Division of Engineering, as well as the testimony of the Township Professionals at the Board Hearing, as set forth in this resolution.

    c. Compliance with all representation made by the Applicant at the Board Hearings of May 24, 2005 and August 14, 2007.

    d. Compliance with all terms and conditions of the Hamilton Township Zoning Board of Adjustment Resolution adopted on June 14, 2005

RESOLUTION

BE IT RESOLVED, By The Zoning Board of Adjustment of the Township of Hamilton, County of Mercer, and State of New Jersey, that the foregoing Findings of Fact and Conclusions of Law are hereby adopted with respect to the above-entitled Application; and

BE IT FURTHER RESOLVED, that the Application be and hereby is approved in accordance with the testimony of the Applicant and subject to the conditions stated above and that the Applicant must comply with the ordinance, rules, and regulations of the Township Zoning Ordinance; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution and the Finding of Fact and Conclusion of Law be sent to the Applicant, the Township Clerk, the Township Building Inspector and any others who request a copy of the decision.

By: _____
Cheryl Durelli, Secretary

CERTIFIED to be a true copy of a Resolution adopted by the Hamilton Township Zoning Board of Adjustment at a regular meeting held at the Municipal Building on the

11th day of September 2007.

By: _____
Cheryl Durelli, Secretary

TOWNSHIP OF HAMILTON
ZONING BOARD OF ADJUSTMENT
2090 GREENWOOD AVENUE, CN00150
HAMILTON, NEW JERSEY 08650
Telephone (609) 890-3682
Fax (609) 890-3537

June 27, 2005

Daniel J. Graziano, Esq.
Daniel J. Graziano & Associates
3685 Quakerbridge Road
Hamilton, NJ 08619

RE: #05-02-011
Diocese of Trenton
Crestwood Construction LLC
Yardville-Hamilton Sq. Rd.
Map 213, Section 2173, Lots 18-21

Dear Mr. Graziano:

Please find enclosed herewith the Zoning Board of Adjustment resolution in regard to the above referenced application which was heard by the Board at a meeting held May 24, 2005 and adopted on June 14, 2005.

If you have any questions, please do not hesitate to contact the Land Use Office at 890-3669.

Very truly yours,

Cheryl Durelli, Secretary
Zoning Board of Adjustment

Enclosure

c: Application file
File

TOWNSHIP OF HAMILTON, MERCER COUNTY, NEW JERSEY

RESOLUTION OF MEMORIALIZATION

RESOLUTION, DULY ADOPTED BY THE ZONING BOARD OF THE TOWNSHIP OF HAMILTON AT A MEETING HELD ON JUNE 14, 2005, IN REGARD TO:

Application No:	**05-02-011**
Owner:	**Diocese of Trenton**
Applicant:	**Crestwood Construction, L.L.C.**
Location:	**Map 213, Section 2173, Lots 18-21**
	Yardville-Hamilton Square Road

WHEREAS, The Diocese of Trenton is the owner of property located at Yardville-Hamilton Square Road, in the Township of Hamilton, Map 213, Section 2173, Lots 18-21, Zone RD, and Crestwood Construction, L.L.C. is the applicant (the "Applicant"); and

WHEREAS, the Applicant applied on or about January 28, 2005 for a use variance, preliminary site plan approval (Phases I, II, and III) and final site plan approval (Phase I) for the purpose of constructing a mixed use development – two (2) commercial office buildings, a restaurant, retail buildings, and four (4) age restricted residential garden apartments (120 units).

WHEREAS, the Board held a public hearing on the application on May 24, 2005, on the use variance and site plan approval requests at which time the Applicant testified and the Board considered the report dated February 16, 2005 (revision dated May 3, 2005) prepared by the Hamilton Township Division of Planning, the report dated February 22, 2005 (revised March 30, 2005, April 18, 2005, April 20, 2005 and May 9, 2005) prepared by the Township Engineer and the report dated May 2, 2005 prepared by Richard A. Alaimo Associates, Consulting Engineers for the Township.

WHEREAS, the Board also reviewed Preliminary and Final Site Plans for "Twin Ponds", dated December 17, 2004, revised March 31, 2005, prepared by Maser Consulting, P.A.; Architectural Plans entitled "Plan of Twin Ponds Community", dated January 20, 2005 as revised to March 18, 2005. WB-50 Turning Movement Plan; Nonstructural Stormwater Management Addendum and Landscape area compliance calculation.

WHEREAS, the subject matter of the application was within the jurisdiction of the Board and the Board acted within the time required by law; and

WHEREAS, the meeting was properly noticed in accordance with the Municipal Land Use Law and the Open Public Meetings Act; and

WHEREAS, the Application was deemed complete by the Department of Planning and Engineering of the Township of Hamilton.

VARIANCE AND SITE PLAN REQUESTS

WHEREAS, the Applicant, through its attorney, Daniel J. Graziano, Jr., Esq., appeared and presented those facts he believed supported his request for a use variance, bulk variance, preliminary and final site plan approval in accordance with the Hamilton Township Land Development Ordinance; and

WHEREAS, Mr. Graziano stated restaurants, retail buildings and age-restricted housing are not permitted uses in the RD-Research and Development Zone. Therefore, the variance requests he noted that such mixed uses are permitted on larger tracts in the zone but the property in question does not meet this lot size requirement.

WHEREAS, Paul Cray, Professional Engineer with Maser Consulting, P.A. testified the site is approximately 10.9 acres and is currently farmland. On the site will be constructed two (2) commercial buildings – with office/retail, and a restaurant and four (4) buildings of residential apartments with 120 Units (later reduced to 119 units).

The project will be constructed in Phases. Phase 1 would be 60 apartment units in the two (2) buildings closest to Yardville – Hamilton Square Road and the southerly pond. Phase II would consist of the commercial buildings and the northerly pond and Phase III the remaining residential apartments. Residential parking has been calculated a 2 space per Unit for a project total of 350 spaces including 17 handicapped.

Variances are required for front, side and rear yard setbacks, distance between buildings, parking setback, parking buffers, and buffers for zone boundary lines. Applicant requests a design waiver for loading berths, distance between ground level openings (garden apartments) and maximize size of buildings (garden apartments).

Applicant has reduced the apartment buildings facing Yardville-Hamilton Square Road from 3 story to 2 story buildings and has moved them towards the rear by 40'. The net result will be 119 two-bedroom units. The ponds were also reshaped, not fenced but have 6:1 grade adjacent to the proposed sidewalks.

A 30 sq. ft. sign (2.5' x 10') for the project was proposed to be ground mounted and setback 10' from the road ROW.

WHEREAS, Robert Bolton, Licensed Architect with Robert Bolton Associates testified the commercial buildings will be one story buildings with roofs with dormers but no occupants. All buildings will be handicapped accessible.

WHEREAS, Frank Fiskovich, Licensed Traffic Engineer with Maser Consulting, P.A. testified there would be fewer trips generated by the proposed use than if the property developed in accordance with the permitted zoning. Road widening at Yardville-Hamilton Square Road would improve turning movements into and out of the Project. It was suggested by the Board that employee parking areas be designated. Mr. Fiskovich also testified the restaurant would seat 168 patrons and 56 spaces had been designed for this use.

No testimony was given regarding pedestrian safety but the Township Planner recommended a self-executed flasher for the Yardville-Hamilton Square Road crossing, a brick crosswalk and all sidewalks be 5' in width.

WHEREAS, Joseph Layton, Professional Planner with Masur Consulting, P.A. testified the project fostered several of the objectives of the Township Master Plan and Zone Plan including increasing flexibility in zoning through mixed use development, creating tax rateables and developing age restricted and affordable housing. He also testified the project would lessen the school impact, generate less traffic, lessen the demand for recreation facilities and would meet the needs of an older growing population.

Mr. Layton pointed out the transitional nature of the area and the appropriateness of the proposed mixed use as fulfilling the purposes of the municipal zoning law particularly with the provision of fifteen (15) COAH qualified residential apartments.

No detriment to the public good or zone plan was testified to exist. The project was a small scale compared to larger scale projects already permitted in the zone.

WHEREAS, David Tilton, Pond Builder testified the proposed ponds would be filtered and supplied by wells. The ponds are not intended to be detention basins but will partially serve that purpose. The pond design is such to minimize algae and other nutrients.

WHEREAS, Alan Schectel, Professional Planner for the Township of Hamilton testified he endorsed moving the apartment buildings fronting the Yardville-Hamilton Square Road back 40'. He also recommended the following:

- Provide Phasing Plan for Construction
- Submission of Enhanced Landscaping Plan
- 5' sidewalk width everywhere
- If no loading docks are to be provided then deliveries should be in off-peak hours
- More details are needed regarding benches and flagpoles
- No 24 hour convenience stores should be allowed in commercial area because of nearby residential apartments
- Site lighting in commercial areas should be on timers at all times
- Parking area to be landscaped (5%) and Tenant changes should be monitored as they may affect parking needs i.e. medical and dental offices
- Complementary colors should be used for building exteriors
- Signage proposed is one 30 square foot sign setback from road right of way and not in sight triangle. Other signage should be in accordance with the Community Commercial Standards.

Mr. Schectel also noted the Applicant must provide 15 COAH qualified residential affordable housing Units. Also, Transportation Improvement District fees will be due at each Phase.

Mr. Schectel indicated the Applicant had agreed to contribute $4,000 per residential to the Township for improvements to Veteran's Park and development of an amphitheatre in the park.

WHEREAS, Richard Williams, Assistant Hamilton Township Engineer testified that it was critical the Applicant coordinate the road work, grading and lighting impact with the adjoining Fruscione/Clock Tower Project. Mr. Williams recommended a maintenance plan be provided for all curb and pavement construction. Also, he emphasized the need to study "trenchless technology" for the installation of utilities crossing Yardville-Hamilton Square Road.

Final road widening design and final pond plans must be submitted before Township officials will approve final site plans.

All site triangles should be dedicated to the Township.

WHEREAS, James Ruddiman, Professional Engineer from Richard A. Alaimo Associates testified all properties should be under single ownership. Also, a traffic control plan is needed in order to anticipate traffic issues when Yardville-Hamilton Square Road widening and utility construction begins.

WHEREAS, the Zoning Board of Adjustment of the Township of Hamilton, County of Mercer and State of New Jersey makes the following findings of fact based upon the application and supporting documentation, the testimony presented on the record at the hearing and the reports submitted by the Board's professional staff:

1. The Applicant has submitted proof of notice and proof of publication and the Zoning Board has jurisdiction to hear this matter.

2. Diocese is the owner of property located at Yardville-Hamilton Square Road in the Township of Hamilton, Map 213, Section 2173, Lots 18-21, Zone RD.

3. The Hamilton Township Zoning Ordinance permits mixed use development (Section 160-80) in the RD Zone but on larger tracts of land.

4. Applicant's proposed site is in an area of mixed use development already.

5. Applicant testified affordable housing meeting COAH standards would be part of its residential development.

6. The use variances and bulk variances would allow the project to be developed appropriately for mixed uses without detriment to the Master Plan or Zone Plan.

7. Considerable beneficial interest can be found in approving Applicant's use. The location of the use adds flexibility to the zone, encourages age restricted housing, provides quality ratables and will generate less school and traffic impacts.

8. The zoning purposes of the Township can be found to be advanced by development of the site as proposed.

BE IT THEREFORE RESOLVED by the Zoning Board of Adjustment of the Township of Hamilton, County of Mercer and State of New Jersey, that the use variance, bulk variances, preliminary site plan approval for Phases I, II and III, and Final Site Plan approval for Phase 1 can be granted and Applicant's application is approved – subject to the following conditions:

1. Lots 18, 19, 20 and 21 must be consolidated.
2. Mercer County Planning Board approval required.
3. Mercer County Soil Conservation District approval required.
4. Revised Preliminary Site Plans for Phases I, II and III to be provided and to include (a) General Comments, Traffic Comments and Hydraulic/Hydrologic Comments of Thomas E. Dunn, Township Engineer dated February 22, 2005 (revised March 30, 2005, April 18, 2005, April 20, 2005 and May 9, 2005) (b) comments under Completeness, Preliminary Site Plan and Final Site Plan, Phase 1 of Robert C. Poppert, Division of Planning dated February 16, 2005 revised May 3, 2005 and (c) comments of Richard A. Alaimo Associates in report dated May 2, 2005.
5. Apartments fronting on Yardville-Hamilton Square Road will be reduced to 2-story buildings and buildings moved 40' to the rear.
6. Traffic Management Plan to be approved by Township Engineer.
7. Brick pedestrian crossing will be provided at the first project interior intersection.
8. All sidewalks should be 5 feet wide.
9. Project must include 15 affordable residential COAH qualified rental units.
10. Enhanced landscaping plan to be submitted.
11. Site lighting in commercial areas will be on timers.
12. Signage to comply with Community Commercial Zoning District standards.
13. TID fees to be paid for Phase 1, and Phases II and III ($145,500 total)
14. A traffic maintenance plan shall be submitted during pavement and curb construction on Yardville-Hamilton Square Road.
15. Detailed report on feasibility of trenchless utility construction to be submitted to Township Engineer.
16. No 24 hour convenience type stores shall be permitted in the commercial buildings.
17. Applicant will contribute $4,000 per residential Unit for recreation improvements to Veterans's Park at the time each Certificate of Occupancy is issued.

ACTION TAKEN BY THE ZONING BOARD OF ADJUSTMENT
ON MAY 24, 2005

MOVED BY: Cenci

SECONDED BY: Picardi

ROLL CALL VOTE:

AYES: 7 – Salzano, Dumont, Nazario, Weber, Cenci, Picardi, Savelli

NAYS: 0

ABSTAINED: 0

ABSENT: 0

PRESENT BUT INELIGIBLE TO VOTE:

ACTION TAKEN BY THE ZONING BOARD OF ADJUSTMENT
ON JUNE 14, 2005 APPROVING THIS
RESOLUTION OF MEMORIALIZATION

MOVED BY: Mr. Weber

SECONDED BY: Ms. Nazario

AYES: 5 - Mr. Salzano, Ms. Nazario, Ms. Cenci, Mr. Savelli and Mr. Weber

NAYS:

ABSTAINED:

ABSENT: Mr. Picardi and Mr. Dumont

PRESENT BUT INELIGIBLE TO VOTE:

I, Cheryl Durelli, Secretary, Zoning Board of Adjustment, do hereby certify that the above Resolution was duly adopted by the Zoning Board of Adjustment of the Township of Hamilton at a meeting held on June 14, 2005.

CHERYL DURELLI, Secretary
Zoning Board of Adjustment

RESOLUTION NO. 05-02-011C AMENDED
HAMILTON TOWNSHIP
ZONING BOARD OF ADJUSTMENT
AMENDING RESOLUTION NO. 05-02-011C REGARDING
CORRECT NUMBER OF AFFORDABLE HOUSING UNITS
TO BE INCLUDED IN THE AGE RESTRICTED PROJECT APPROVED FOR
CRESTWOOD VENTURES, LLC TO BE CONSTRUCTED ON PROPERTY
KNOWN AS MAP 213, SECTION 2173, LOTS 16 AND 21 ON THE HAMILTON
TOWNSHIP TAX MAP

WHEREAS, Crestwood Ventures, LLC, previously received approval to develop the property known as Map 213, Section 2173, Lots 16 and 21 for 144-age restricted rental housing units with indoor and outdoor recreational facilities and related amenities, which approval was memorialized by Resolution No. 05-02-011C adopted by the Zoning Board of Adjustment on November 9, 2011; and

WHEREAS, it was subsequently determined that there was an error in said resolution in that the resolution provides that the applicant is responsible for the provision of 28 affordable housing units of which 50% are to be low income and 50% are to be moderate income units; and

WHEREAS, the correct number of affordable housing units to be included in the project is 18 of which 50% are to be low income and 50% are to be moderate income; and

WHEREAS, the Township Planner has verified that the resolution is incorrect and that the correct number of affordable units to be included in the project is in fact 18 units; and

WHEREAS, the attorney for the applicant, by letter dated April 5, 2012 has requested that the resolution be amended to correct this error;

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment of the Township of Hamilton that Resolution No. 05-02-011C be and is hereby amended in the following respects only:

1. Paragraph 23 of the Findings of Fact relating to the use variance shall be amended to read as follows:

"In summary, the Planner felt that the variances required to allow the senior housing project could be granted without substantial detriment to the zone plan or surrounding neighborhood and that with the proposed inclusion of 15 affordable housing units, the Township would receive the benefit of 30 credits since the units will all be rental units. The affordable units will also be interspersed throughout the project and thus will not be readily ascertainable. Applicant later agreed to provide eighteen (18) affordable units. This additional affordable housing further supports the benefits to be derived."

2. Paragraph 55 of the Findings of Fact shall be amended to read as follows:

"The applicant agreed that it will provide for a full affordable housing set aside for all phases of its project. Applicant shall provide eighteen (18) affordable housing units, distributed equally between low-income households and moderate-income households in accordance with Township regulations."

3. The language of approval of the project shall be amended to read as follows:

"NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment that a use variance be granted to Crestwood Ventures, LLC, to permit the construction of 144 units of age-restricted rental housing including 18 affordable housing units; indoor and outdoor recreational facilities; and related

amenities subject to preliminary and final site plan approval for Phases I, II and III of the project with any other bulk variances and design waivers that may be required in order to construct the project and subject to appropriate conditions imposed by the Board for properties known as Map 213, Section 2173, Lots 16 and 21."

4. Condition 19 of the conditions of approval of the preliminary and final site plan approval for Phase I and preliminary site plan approval for Phases II and III and the projects shall be amended to read as follows:

"The applicant shall provide eighteen (18) affordable housing units. The affordable housing units shall be disbursed throughout the project and shall be established in accordance with Township regulations as to the appropriate mix of low and maximum moderate units."

MOTION: Anthony Celentano

SECOND: Raymond Donovan

ROLL CALL:

AYES: Anthony Celentano, Vince Savelli, Anthony DiStephano, Raymond Donovan, Edward Arico, Richard Kelleher

NAYS:

ABSTAINED: Paul Kramer, James Kochenour, Lorraine Bean

MOTION CARRIED:

The above is a true copy of a Resolution duly adopted by the Zoning Board of Adjustment of the Township of Hamilton at a regular meeting held on May 8, 2012.

TIMOTHY AMISON
BOARD SECRETARY

NOT FOR PUBLICATION WITHOUT THE APPROVAL OF THE COMMITTEE ON OPINIONS

POND RUN WATERSHED ASSOCIATION, an unincorporated group of Hamilton Township residents, Ames Hoyt, principal officer, and Ames Hoyt Individually, and DAVID ARDENTE, ALBERT AND CINDY BRITTON, JAMES CANTERBURY, CARL D. MARKAU and MARY ANN REIGER, Plaintiffs, v. TOWNSHIP OF HAMILTON ZONING BOARD OF ADJUSTMENT AND CRESTWOOD CONSTRUCTION, LLC, Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION-MERCER COUNTY DOCKET No.:MER-L-2101-05 CIVIL ACTION OPINION

Decided: September 11, 2006

R. William Potter, for the plaintiffs (Potter and Dickson, attorneys; Mr. Potter, on the brief).

John H. Dumont, for the defendant Township of Hamilton Zoning Board of Adjustment (Dumont & Watson, attorneys; Mr. Dumont, on the brief).

Daniel J. Graziano, Jr., for the defendant Crestwood Construction, LLC (Daniel J. Graziano & Associates, attorneys; Mr. Graziano, on the brief).

FEINBERG, A.J.S.C.

FEINBERG, A.J.S.C.

I.

BACKGROUND

On August 5, 2005, plaintiffs, Pond Run Watershed Association, Ames Hoyt, David Ardente, Albert Britton, Cindy Britton, James Canterbury, Carl D. Markau and Mary Ann Rieger (hereinafter collectively "Pond Run"), filed a complaint in lieu of prerogative writs challenging a decision by the Hamilton Township Zoning Board of Adjustment (hereinafter the "Board") to approve a use variance, bulk variances, preliminary site plan approval for the development and final site plan approval as to Phase One. On September 6, 2005 and September 8, 2005, respectively, defendant, Crestwood Construction, LLC (hereinafter "Crestwood") and the Board filed answers. The answers denied the allegations and raised three separate defenses.

The property consists of approximately 10.9 acres and is located on Yardville-Hamilton Square Road, Block 2173, Lots 18, 19, 20 and 21 on the Hamilton Township Tax Map (hereinafter the "Property"). While at the time of the

hearing the property was owned by the Dioceses of Trenton, it is currently owned by Crestwood. The property is zoned research and development ("RD") in accordance with §160-80 of the Land Development Code of the Township of Hamilton (hereinafter "Township Code").

The application was filed on January 28, 2005. The mixed-use development includes two commercial office/retail buildings, a restaurant and four age-restricted residential garden apartments containing one hundred twenty units, including fifteen moderate income affordable housing units to satisfy, in part, the township's Council on Affordable Housing obligation.[1]

The property, vacant farmland, is situated on the eastern side of the Yardville Hamilton Square Road. The tract is surrounded by more farmland. In the RD Zoning District, a wide variety of uses are permitted, including offices (as are restaurants within a building containing a permitted use), state, county or local municipal government buildings, medical and dental laboratories, research office parks, farms and child and infant care centers.

[1]The application incorporated by reference the following: (1) Planning Report, January 2005, by Joseph Layton, P.P., A.I.C.P. Maser Consulting; (2) Traffic Engineering Report, December 2004, by Kenneth E. Fears, P.E., Oracle Engineering, Inc; (3) Landscape Plan, December 2004, by Maser Consulting; and (4) Lighting Plan, December 2004, by Maser Consulting

Distribution and warehousing is also permitted along with assembly operations, telecommunications towers and radio stations. While there is no provision in the RD Zoning District regulations for new residential buildings, existing residences are listed as permitted uses. Planned mixed-use research and development parks are also allowed and may include a variety of uses such as restaurants, Department stores and many other uses provided that the mixed-use park contains 100 acres.

In the present case, the area to be developed is only 10.899 acres. The applicant has requested a use variance since restaurant and retail uses are not permitted on lots the size of the subject parcel and active adult uses are not permitted in the RD Zoning District.

In terms of bulk variances, Crestwood requested the following: two side yard setbacks, one front yard setback, one rear yard setback, a reduced minimum distance between two buildings, permission to park on the side yard area and smaller minimum buffers along the common property line.

The Board originally scheduled a public hearing for April 12, 2005. The applicant, in a notice dated March 31, 2005, provided notice of the hearing. The notice was mailed on April 1, 2005 and published in the Trenton Times on April 2, 2005, within the ten days prior to the date of the

hearing as required by N.J.S.A. 40:55D-12. On April 7, 2005, the applicant filed an affidavit of proof of service to establish that notice was sent to all property owners within 200 feet of the property in accordance with a property owner list provided by the Townships Tax Assessor's Office.

Since the Board did not reach the application at the April 12th meeting, the matter was carried to the next meeting on May 10, 2005. A copy of the transcript from April 12, 2005, submitted by the applicant, reflects the chairman announced the new date at the public hearing. A letter, dated April 15, 2005, sent by the board secretary to counsel for the applicant, contained a copy of the Notice of Decision from the April 12, 2005 meeting to be published in the Trenton Times. The Notice of Decision, published in the Trenton Times, noted that the Crestwood application had been carried to May 10, 2005. Plaintiff, Ames Hoyt, representing Pond Run Watershed Association, was present at this meeting.

For a second time, on May 10, 2005, the matter was not reached and the application was carried to May 24, 2005. The transcript of this meeting, provided by the applicant, confirms the chairman publicly announced the application would be tentatively carried to a May 24th meeting. Once

again, in a letter dated May 16, 2005, the board secretary sent to counsel for the applicant the Notice of Decision to be published in the Trenton Times. The Notice of Decision, dated May 10, 2005, includes the scheduling of a special meeting on May 24, 2005, for the Board to consider the Crestwood application. Consistent with the Open Public Meetings Act, N.J.S.A. 10:5, notice of the special meeting was published in the Trenton Times and Trentonian on May 18, 2005.

On May 24, 2005, the Board considered the application. The following witnesses testified at the hearing: Paul Cray, professional engineer; Robert Bolton, licensed architect; Frank Miskovich, civil engineer specializing in transportation; Joseph Layton, professional planner; David Tilton, pond builder; James Ruddiman, licensed professional engineer; Allen Schectel, township planner; Richard S. William, assistant township engineer; John M. Henry, restaurant owner and George Koslowski, a member of the community.

Mr. Cray, the applicant's first expert witness, testified that the current application sought a use variance, preliminary site plan approval for the entire project, and final site plan approval for Phase One. The three phases include: (1) 60 units for the residential

village; (2) the commercial units; and (3) the remaining 60 residential units. Furthermore, Cray represented the proposed mixed-use development required a use variance since the residential use and the plot size for the commercial use deviate from the allowances in a RD district.

The bulk variances include front, side, and rear yard setbacks, the distance between the two principal buildings, parking area setbacks from any lot line, minimum buffer area along any common property line in the residential districts, and ground sign setback from the property line. The sign, "Twin Ponds," is thirty square feet and is proposed to have a ten foot setback from the right-of-way dedication.

While the plan complies with the other RD requirements including building height and maximum pervious service coverage, the applicant requested design waivers for: (1) a commercial area loading berth; (2) the maximum size of the garden apartment buildings; and (3) the distance between ground level openings for the garden apartments. Additionally, the applicant agreed to reduce the front building from three stories to two stories and shift the building back 40 feet.

The Board also heard the testimony of Bob Bolton, a licensed architect in the State of New Jersey. Bolton briefly explained the aesthetic value of the ponds. Next, the applicant offered the testimony of Joseph Layton, a professional planner. Layton explained a mixed-use development, including commercial, retail and restaurants, is permissible in an RD zone if the property measures more than 100 acres. Since the property is less than 100 acres, use variances are required to build the mixed-use development and residential housing. Layton concluded several special reasons under the Municipal Land Use Law (hereinafter "MLUL") were advanced by this application.

> The first is purpose A, to encourage municipal action, to guide appropriate use for a result in (indiscernible) in a manner which would promote the public health, safety, morals, and general welfare.
>
> I think that the proposed mixed-use development is an appropriate use for the subject site, given the transition it makes of this area of the Township. We have a mix of residential uses and commercial uses, as well as office uses. And I feel that this site is suitable for this proposed use. Therefore, the requested granting of the use variance will promote the public welfare, because the site is perfectly suitable.
>
> Another reason to advance is purpose G, to provide sufficient space in appropriate locations for a variety

of uses. The proposed project is of -- the proposed lot is of a sufficient size to accommodate the proposed uses. And this is demonstrated by the fact that we meet the impervious code requirement of the RD zone, which really is a zone which is intended for much larger lot sizes. Even though we have a consolidated lot size -- a smaller lot size -- we still meet the impervious code requirements.

Another purpose to advance is purpose L, to encourage senior citizen community housing developments. We obviously advance that purpose. And additional special reasons include that we would be integrating affordable housing in the project. About 15 units are proposed. And also, another special reason would be that the mixed-use development would reduce the need for trips all over roadways, because of the ability of the citizens on this site to utilize the retail uses and the office uses. And also, it provides an opportunity for Briarwood residents to utilize the retail uses on the site.

[T:80-19 to 82-4.]

Layton also testified that the negative criteria did not pose an obstacle to the granting of the use variances.

[N]o merits or other relief can be granted unless the [B]oard finds that there's no substantial detriment to the zone plan or the zoning ordinance. And I believe that the variance can be granted without substantial detriment to the public good.

The site is, in fact, zoned for large scale office type uses. It's been testified to that -- by the

> traffic engineer -- that up to 118,000 square feet of office use could be accommodated on this site. I think the office uses would be less compatible with the Briarwood development across the street than what we are proposing, the transitional use. And I think the -- our proposal -- is more sensitive to the character of the area.
>
> Also, I don't believe the variance, if you grant the variance, will substantially impair the intent and purpose of the zone plan or the zoning ordinance. As I mentioned before, the - a research and development district does permit retail and office uses on larger tracts of land. And the Lenaz Mueller report from 1996 recommends age-restricted housing within the RD zone. So sure, I believe that the benefits of this application outweigh any detriments.
>
> [T:82-7 to 83-5.]

David Tilton, a pond builder, testified regarding construction and maintenance, by stating:

> [A]s far as filtration of these ponds, I considered a bog filtration system. And the way that works is working along with plants and biologic bacteria inside the gravel, inside these filtration systems, which will help to filter out any nutrients which can cause algae growth. It's a very low maintenance pond system. Also, a lot of planting inside the pond will also help to eliminate nutrients.
>
> ....
>
> [A] four foot pond depth, I think, is the deepest part, down towards these

> ends here. We also incorporated fountain heads here and also, a pond pro-air system, which is a submerged aeration system, which helps to create subsurface aeration and also currents, to help to eliminate any anaerobic bacteria which would cause dead zone, which causes algae growth.
>
> [T: 85-10 to 86-5.]

Tilton represented the two proposed ponds will be serviced by well water with the owner, not the Township, handling all maintenance issues.

Thereafter, the Township professionals offered testimony before the Board. First, Alan Schectel, professional planner for the Township, testified the forty foot setback for the buildings was acceptable and addressed the following:

> There's a technicality, in terms of the distances between buildings. You're supposed to have 50 foot separation. That's not shown. You have trellises in here. It didn't go over, in terms of the way these buildings will actually turn out. We don't think that's going to be a significant problem, with not having that separation distance. These are rather attractive retail and restaurant office buildings.
>
> There also is a parking requirement, that it be 50 foot adjacent to a lot latch of the -- and buffer. Again, he's only proposing 20 foot to the north. And he has provided an evergreen screening -- a continuous

wall there -- which I think will satisfy the deficiency, in terms of setback...

There's supposed to be 150 foot minimum buffer area between any (indiscernible) -- along any current property line on the residential district. In this case, the residential district line runs right down the middle of Yardville-Hamilton Square Road...We don't see that deficiency as any kind of -- you already have a road that's about 60 foot in width and this point. And then there's (indiscernible) and some heavy landscaping over there. So we don't think that that lack of buffer is going to have any impact on Briarwoods.

We're satisfied with the parking that's being provided...

In terms of the size of the -- distances that are provided, they have not provided any kind of loading area. So long as the -- you know, the deliveries are made off peak, you know, we don't see any difficulty.

....

They are providing five percent of the parking area to be landscaped, which is a plus.

[T:93-18 to 95-16.]

Additionally, Schectel discussed the restaurant use, signage standards and the affordable housing requirements.

The CC zone allows -- the community/commercial zone allows the restaurant (indiscernible) heavier

uses, bars, taverns, you know. (indiscernible).

You're going to be giving them a use variance site specific for the restaurant. And all I'm suggesting is that the general commercial, they follow the NC standards, what's about 15 uses that can go in there. The only thing that I think the board should be -- should restrict -- is any kind of 24 hour operation, any convenience store. I don't think this is an appropriate location for that type of use, especially with the senior citizens over here. So if the board's going to approve this, it should be with those two restrictions.

....

Signage for the buildings with the neighborhood/commercial zone standards (indiscernible) was basically one square foot for every (indiscernible). So we should probably go with that kind of standard.

....

In terms of affordable housing ...everything that you build generates the need. So it's much different -- and also, towns would now have to provide rental housing. So it's not that you just take money and send it to Trenton. You have rental housing. You need -- the applicant has indicated that he was going to provide 15 units (indiscernible) variable use. I think the calculations for the office and the retail of the restaurant will come to perhaps two or three. But I'm going to -- I'll define that further. I'm looking at the tables of -- representative of the code.

[T:98-5 to 100-16.]

Schectel testified that in lieu of building recreational facilities on the property, Crestwood will contribute $4,000 per unit for improvements to Veterans Park.

Next, Richard Williams, Assistant Township Engineer, recommended construction for this Property and the Frashone/Clock Tower project commence at the same time to minimize the impact. Further, Williams stressed within the site triangle, which must be dedicated to the Township, "nothing shall be erected, placed, planted, or allowed to grow in a manner such that it would draw confusion, between height or three feet and seven feet above the center line grade of the street." (T:105-22 to 105-25.)

Questions were raised by James Ruddiman, Alaimo Associates, regarding ownership of the property and the type of trucks to be used to service the restaurant. The applicant represented it intended to retain full ownership of the lot and its buildings and to utilize panel trucks for most deliveries. John Henry, the owner of the restaurant, testified some vans and some double trucks usually service his establishments and assured the Board deliveries would occur early, outside of peak traffic times, and usually once or twice a day throughout the week.

Mr. Henry testified as to tractor trailer trucks coming on-site for deliveries. He noted that the vendors control the type of trucks to be used, but that most vendors do not use tractor trailer trucks due to the difficulty in maneuvering such large vehicles. Finally, an unidentified male speaker questioned the Board, the developer, and Mr. Henry at length about the lack of a loading dock near the restaurant and voiced his preference for a sit-down restaurant, as opposed to a pizza joint or something of that nature.

Thereafter, the Board provided members of the public the opportunity to question witnesses and to be heard. While George Koslowski raised concerns about the future use of his own plot, near to the proposed development, he voiced no opposition to the proposed development.

Mr. Jacobs, from administration, noted the developer had worked with the Township to revise the plans to make them acceptable to the Township. Mr. Jacobs represented overall support of the application and indicated the township planned to allocate the monies for Veterans Park to the construction of an amphitheatre. Notably, no members of the public contested the application.

Each member of the Board, on the record, spoke in favor of the application. Thereafter, the Board unanimously approved the application.

Consistent with the MLUL, the Board memorialized its findings from the May 24, 2005 meeting on June 14, 2005. N.J.S.A. 40:55D-10(g). On June 22, 2005, a Notice of Decision was published in the Trenton Times. The Resolution includes a procedural review and summary of testimony offered during the hearing before the Board. Notably, the Board made specific factual findings based on the testimony and reports offered at the hearing:

> 1. The Applicant has submitted proof of notice and proof of publication and the Zoning Board has jurisdiction to hear this matter.
>
> 2. Dioceses is the owner of the property located at Yardville-Hamilton Square Road in the Township of Hamilton, Map 213, Lots 18-21, Zone RD.
>
> 3. The Hamilton Township Zoning Ordinance permits mixed use development (Section 160-80) in the RD Zone but on larger tracts of land.
>
> 4. Applicant's proposed site is in an area of mixed use development already.
>
> 5. Applicant testified affordable housing meeting COAH standards would be part of its residential development.
>
> 6. The use variance and bulk variances would allow the project to be developed appropriately for mixed use

without detriment to the Master Plan or Zone Plan.

7. Considerable beneficial interest can be found in approving Applicant's use. The location of the use adds flexibility to the zone, encourages age restricted housing, provides quality ratables and will generate less school and traffic impacts.

8. The zoning purposes of the Township can be found to be advanced by development of the site as proposed.

[Resolution at 4, June 14, 2005.]

The Board approved the application subject to seventeen conditions noted in the Resolution. (Resolution at 5, June 14, 2005.)

1. Lots 18, 19, 20 and 21 must be consolidated.

2. Mercer County Planning Board approval required.

3. Mercer County Soil Conservation District approval required.

4. Revised Preliminary Site Plans for Phases I, II and III to be provided and to include (a) General Comments, Traffic Comments and Hydraulic/Hydrologic Comments of Thomas E. Dunn, Township Engineer dated February 22, 2005 (revised March 30, 2005, April 18, 2005, April 20, 2005 and May 9, 2005) (b) comments under Completeness, Preliminary Site Plan and Final Site Plan, Phase 1 of Robert C. Poppert, Division of Planning dated February 16, 2005 revised May 3, 2005

and (c) comments of Richard A. Alaimo Associates in report dated May 2, 2005.

5. Apartments fronting on Yardville-Hamilton Square Road will be reduced to 2-story buildings and buildings moved 40' to the rear.

6. Traffic Management Plan to be approved by Township Engineer.

7. Brick pedestrian crossing will be provided at the first project interior intersection.

8. All sidewalks should be 5 feet wide.

9. Project must include 15 affordable residential COAH qualified rental units.

10. Enhanced landscaping plan to be submitted.

11. Site lighting in commercial areas will be on timers.

12. Signage to comply with Community Commercial Zoning District standards.

13. TID fees to be paid for Phase 1, and Phases II and III ($145,500 total).

14. A traffic maintenance plan shall be submitted during pavement and curb construction on Yardville-Hamilton Square Road.

15. Detailed report on feasibility of trenchless utility construction to be submitted to Township Engineer.

16. No 24 hour convenience type stores shall be permitted in the commercial buildings.

> 17. Applicant will contribute $4,000 per residential Unit for recreation improvements to Veteran's Park at the time each Certificate of Occupancy is issued.
>
> [Resolution at 5, June 14, 2005.]

Noticeably absent from the transcript and Resolution is any opposing expert testimony in the form of a professional planner, architect or engineer.

On August 5, 2005, plaintiff filed a six-count complaint in lieu of prerogative writs asserting: (1) inadequate notice to residents; (2) rezoning by variance; (3) unlawful conditions and agreements that were dehors the record; (4) inadequate evidence in the record to support the approval of plans and reports at the time of the hearing and resolution; (5) violation of code §160-80(g)vii; and (6) a defective stormwater management plan. Crestwood and the Board filed answers to the complaint on September 6, 2005 and September 8, 2005, respectively. Thereafter, the court held a case management conference and established a briefing schedule. R. 4:69-5.

II.

ANALYSIS

A. STANDARD OF REVIEW

When reviewing the actions of a local municipal body, the court gives significant deference to the judgment of local officials. Medici v. BPR, Co., 107 N.J. 1, 15 (1987), citing Kramer v. Bd. of Adjust., Sea Girt, 45 N.J. 268, 296 (1965). "[T]he law presumes that boards of adjustment and municipal bodies will act fairly and with proper motives for valid reasons." Id. The law makes these presumptions because "such boards possess special knowledge of local conditions;" therefore, they enjoy "wide latitude in the exercise of their discretion." Sica v. Bd. of Adjust. of the Township of Wall, 127 N.J. 152, 167 (1992), citing Kramer, supra, 45 N.J. at 296. If the law defers to local entities, then "[t]he court has no right to consider the matter *de novo* and substitute its judgment for that of the board's." Peoples Trust Co. of Bergen County v. Bd. of Adjust. of the Borough of Hasbrouck Heights, 60 N.J. 569, 573 (App. Div. 1959). However, a court may overturn the determination of a board of adjustment "when it is arbitrary, capricious or unreasonable." Medici, supra, 107 N.J. at 15, citing Kramer, supra, 45 N.J. at 296. Therefore, the challenger bears the burden of

overcoming the law's presumption of validity and he must demonstrate that the Zoning Board's determination is arbitrary, capricious, and unsubstantiated by evidence in the record.

B. NOTICE

Plaintiffs argue: (1) the applicant failed to comply with the MLUL notice requirements, more specifically N.J.S.A. 40:55D-11 and N.J.S.A. 40:55D-12; (2) the notice failed to adequately state the nature of the matters to be considered; (3) the applicant failed to expressly notify the public of the May 24, 2005 hearing; and (4) the notice predated a determination that the application was complete for review.

It is undisputed that a clerical error identified the Property as block 2713 as opposed to 2173. Defendants argue the typographical error is not a substantial defect inasmuch as the notice correctly identified the property on Yardville-Hamilton Square Road. Next, defendants submit the notice properly identified the nature of the matters to be considered by stating:

> The applicant is seeking a use variance for two non-permitted uses in this zone -age-restricted rental units and retail/office units, for two separate uses on one property, together with bulk variances for front and side yard setbacks, total of two sides and rear

> yard setbacks, sign setback; variance for separation distance between buildings, variance for buffer distances, approval for preliminary site plan for the purpose of constructing mixed use development; approval for final site plan for Phase I; and such other relief as the Board deems necessary.
>
> [Public Notice, Application No. 05-02-011.]

Finally, defendants provided notice based on the Township Tax Assessor's Office list of property owners who lived within two hundred feet of the property. Attached to the answer, filed by Crestwood, is the Zoning Variance List listing sixteen separate properties. Furthermore, the affidavit of proof of service, verifies requisite notices, showing a hearing date of April 12, 2005, were mailed by certified mail, return receipt requested to all property owners. At the April 12, 2005 hearing, the Board expressly carried the application until May 10, 2005. (Crestwood Br., Ex. 1.) Thereafter, at the May 10th hearing, the Board carried the application until a special meeting on May 24, 2005. (Crestwood Br., Ex. 3.)

The court is satisfied the applicant provided proper notice of the hearing as required by N.J.S.A. 40:55D-12. While the public notice of the April 12, 2005 meeting contained a typographical error in which the number of the

section or block was transposed from 2173 to 2713, this alone does not render the notice defective. Clearly, the notice referred to the specific development along Yardville-Hamilton Square Road and described with great particularity, the nature of the application and the location of the property.

An applicant must satisfy three requirements for proper notice: (1) the date, time and place of the public hearing; (2) identification of the property involved in the application; and (3) a description of the relief sought in the application. Importantly, the notice in this case properly specified the date, time and place of the Board's preliminary hearing, identified the street address, the lot and block numbers for the property and described, at great length, each variance sought by Crestwood. The applicant satisfied the requirements for proper notice under the MLUL.

When a variance applicant notifies the public and surrounding property owners of the hearing for his application, the notice must include details about the hearing and the location of the property in question. N.J.S.A. 40:55D-11 governs the content of the notice and that statute, in full, provides:

> Notices pursuant to section 7.1 and 7.2 of this act shall state the date, time and place of the hearing, the nature of the matters to be considered and, in the case of notices pursuant to subsection 7.1 of this act, an identification of the property proposed for development by street address, if any, or by reference to lot and block numbers as shown on the current tax duplicate in the municipal tax assessor's office, and the location and times at which any maps and documents for which approval is sought are available pursuant to subjection 6b.
>
> [N.J.S.A. 40:55D-11.]

Under this section of the MLUL, notices which specify a date, time and place for the public hearing of a land-use application fulfill notice requirements. Additionally, proper notice includes either: (1) a street address for the property in question; or (2) the property's lot and block number given by the tax assessor's office. Finally, notice must describe the type of land-use matter to be heard. When a notice complies with each of these three requirements, the court deems that notice to be proper.

An applicant is required to specify the date, time and place of the initial public hearing. In the case at bar, the applicant gave sufficient notice of the public hearing. The chairman, on the record, announced the adjournment of the hearing to a subsequent date. This constitutes proper

notice under the MLUL. Kramer v. Bd. of Adjust., Sea Girt., 45 N.J. 268, 276-277 (1965). The law presumes that interested parties will attend the first scheduled hearing and receive notification of any adjournments at that hearing. Therefore, defendants fulfill their duty to notify interested parties about pending land-use applications when they provide proper notice of the first scheduled hearing.

Moreover, a defendant's good faith efforts to comply with notification requirements play a role in the court's assessment of the notice's viability. Defendants may rely on the municipality tax assessor's list of names and addresses of interested property owners when he mails notice, even if that list contains incorrect information. In its pertinent part, N.J.S.A. 40:55D-12(c) states that an applicant may request "a list of the current tax duplicates of names and addresses of owners to whom the applicant is required to give notice" and may rely on the contents of that list, for "failure to give notice to any owner not on the list shall not invalidate any hearing or proceeding." When an applicant does not serve all of the property owners within 200 feet of the property in question due to a tax assessor's error, the court does not penalize that defendant for improper notice. Thus, the law rewards good

faith efforts to comply with the MLUL's notice requirements.

The defendants gave proper notice of the public hearing. Notification included the required content: (1) the date, time and place of the public hearing; (2) the street address of the property in question; and (3) a description of the variances sought in the application. Like the applicants in the Kramer case who provided proper notice of the first hearing and whose hearing the Board postponed to a later date, defendants here notified interested parties of the April 12, 2005 meeting and the Board adjourned the hearing first to May 10, 2005 and then to May 24, 2005. Regarding identification of the property, the defendants included Yardville-Hamilton Township Road in its description. Because undeveloped land rarely has a specific street address, this reference to the road on which the property sits serves as such.

Presumably in an effort to be thorough, the Crestwood notification included the lot and block number for the property, information which the MLUL does not require if a street address has been provided. A typographical error in the lot and block numbers does not deprive the notice of proper content, especially when: (1) those receiving notice by certified mail should have been forewarned that the

property lay close to theirs; (2) the lot and block numbers appeared correctly in subsequent newspaper notifications of the hearing's adjournments; and (3) defendants made good faith efforts to comply with the notification requirements regarding property identification. Defendants also made good faith efforts to describe the type of relief sought in the land-use application; defendants described each variance requested by Crestwood. Defendants satisfied the MLUL's notice requirements because their notice contained all three elements of proper content.

The notice specified the date, time and place of the first scheduled hearing, identified the property in question and described the type of relief sought in Crestwood's land-use application. There is no statutory provision in the MLUL requiring additional certified notices if an application is carried to another meeting. The MLUL only requires initial notice. Furthermore, the Hamilton Township Land Development Code speaks in terms of a "hearing" on the application. A hearing oftentimes continues for two or more meetings. It is unreasonable to conclude that new notice is required when a hearing is continued. See Section 160-196(e)1) and 160-196(d)(1).

Finally, the Cox treatise, "New Jersey Land Use and Zoning Administration," supports the notion that an

applicant is not required to re-notice when hearings are continued.

> Often a hearing is commenced by a board of adjustment or planning board but not completed on the same day. In this case it must be continued to another day certain, usually the next regularly scheduled board meeting. Whenever this occurs, the chairperson should announce to all those present that date, time and place to which the hearing on the matter is continued. If this is done, no further notice need be given by the applicant, though, of course, if the matter is continued to a special meeting, the notice required under the Open Public Meetings Act would have to be given by the board itself.
>
> [Cox, Id. at 600.]

The court is satisfied the applicant provided proper notice as required pursuant to the MLUL.

Finally, plaintiffs submit the application was not complete at the time the March 31, 2005 notice was published in the newspaper. The notice advised the public of the April 12, 2005 public hearing. A review of the record includes a seven-page memorandum, dated February 16, 2005, from the Division of Planning to the Land Use Coordinator, Michael Guhanick. The first page, Section A, "entitled Completeness, paragraph one provides, "the application is now complete for review." In addition to this memorandum, the exhibits submitted with the briefs

filed by the parties, include a memorandum, dated February 22, 2005, from Thomas E. Dunn, Township Engineer, to Michael J. Guhanick, Land Use Coordinator. It appears that several revisions were made to this memorandum: to wit, March 30, 2005, April 18, 2005, April 20, 2005, May 2, 2005 and May 9, 2005. These revisions establish that the township continued to offer comments regarding certain aspects of the development plan. While the court acknowledges that the term "completeness" is used in these documents, this reference is insufficient to challenge the approval.

C. USE VARIANCE, BULK VARIANCES AND SITE PLAN APPROVAL

First, plaintiffs assert the Board acted in an arbitrary, capricious, and unreasonable manner. Second, plaintiffs' claim that the applicant failed to satisfy the "special reasons" requirement set forth in Medici. The court rejects both arguments. Importantly, the applicant offered several expert witnesses who testified and established substantial evidence in the record to support the issuance of each of the variances. Also, these witnesses specifically addressed Medici and evaluated the requisite positive and negative criteria in reaching a decision.

A municipality's land use board may grant a use variance when the benefits of the proposed development plan outweigh the detriments. Additionally, the court must defer to the judgment of local officials on land-use matters. Crestwood presented sufficient "special reasons" for the use variances and supported those reasons with positive criteria at the May 24, 2005 Board meeting. The Board considered the positive and negative factors and unanimously concluded that the applicant was entitled to approval. The court defers to the Board's decision and finds that the decision is supported by substantial credible evidence offered by the witnesses.

The court applies the "special reasons" standard on a case-by-case basis. Where a defendant applies for a use variance, the court does not use a "precise formula" but does consider the circumstances surrounding the application. Medici, supra, 107 N.J. at 11. Such circumstances, or positive criteria, include: (1) promotion of general welfare; (2) convenience to patrons; (3) development of the site in a way which is particularly suited to the needs of the community; and (4) consistency with the municipality's zoning and ordinance master plan. Id. at 18-19. New Jersey law creates a rebuttable presumption of a zoning ordinance's unreasonableness only

when local officials have not reviewed the master plan for a period of over six years. Id. at 19. The court also gives much deference to the decisions of local officials regarding use variances. Id. at 14. An applicant presents sufficient "special reasons" for a use variance when local officials find positive criteria and when the drawbacks of granting the variance, or the negative criteria, do not outweigh those positives.

Crestwood presented more than adequate "special reasons" for its use variance. The development and proposed use of the land complies with the thrust of Hamilton's research and development parcels because RD zones allow for commercial uses on larger plots of land. Additionally, studies have recommended the building of age-restricted housing in RD zones. Crestwood provided experts who spoke on the record about the benefits of its development plan, and those experts cited the following: (1) promotion of municipal action; (2) transition from existing residential areas to existing nearby offices; (3) suitability of space for a variety of uses; and (4) encouragement of senior citizen housing developments. These experts denied the existence of a substantial negative impact. No experts testified on the record about the possible detriments of the development plan, nor did

experts contest the proposed positive effects on the record. The Crestwood application meets the Medici requirements for the granting of a use variance.

The court is also satisfied that the applicant satisfied the appropriate requirements to support the bulk variances, preliminary site plan approval for the project and final site plan approval for Phase One.

D. EXACTION

Plaintiffs submit the contribution of four thousand dollars ($4,000) per age-restricted unit to Veterans Park constitutes an illegal exaction and off-the-record *quid pro quo* arrangement. Defendants challenge that characterization and argue the monies represent a good faith effort by the Township to provide recreational facilities for senior citizens that will reside in the age-restricted housing.

Based on the specific facts before the court, the court is satisfied that the condition imposed by the Board, that Crestwood pay $4,000 per age-restricted unit to an improvement fund for Veterans Park, while not permitted by the MLUL, does not void the approvals by the Board. Although, one can argue there is a direct nexus and reasonable relationship between the condition imposed and the Board's desire to provide on-site recreational facilities for senior citizens, this type of off-site

contribution is not permitted. N.J.S.A. 40:55D-42, specifically limits contributions to off-site improvements.

When a municipal board grants a variance, only the direct influence of a monetary gift on a board's decision nullifies the board's approval. Where a developer makes or promises a gift, which does not reasonably relate to his site plans, before the municipal board has voted on his proposal, that gift and the board's subsequent approval take the form of a *quid pro quo* deal. For example, the Superior Court of New Jersey held that a developer's payment into an affordable housing fund prior to the Planning Board's approval of its proposed high rise condominiums "induce[d] the Planning Board to grant approval," making the action arbitrary, capricious and invalid under New Jersey law. Nunziato v. Edgewater Planning Bd., 225 N.J. Super. 124, 133 (1988).

The court supported this holding with the chairman's having "said he was 'sure' that it [the gift] would be considered by the Board in connection with the application." Id. Such consideration implies that a municipal board's approval may be bought and constitutes an illegal practice.

Any monetary contribution to off-site improvements must have a legitimate relationship to the site plan.

Where, as a condition for approval, a developer agrees to contribute a bargained for sum to a municipal fund which does not touch and concern the developer's site, the transaction represents an illegal *quid-pro-quo* arrangement. After a developer's initial offering to a municipality's affordable housing fund, "[t]he Board and the applicant bargained their way to a mutually acceptable figure," and that figure likely compensated for the developer's plan to erect expensive condominiums rather than more reasonably priced units. Nunziato, supra, 225 N.J. Super. at 133. The developer's contribution did not legitimately address problems with the land or provisions for his proposed condominiums. Instead, the contribution compensated for the conflict between the municipality's need for affordable housing and the developer's wish to erect high-priced units. The bargaining between the municipality and the developer evidences underhanded dealings.

In contrast, a developer who made contributions to off-site fire-fighting and recreational facilities as a condition for site plan approval technically violated New Jersey law, but that condition did not constitute a blatant *quid pro quo* exaction because: (1) the "parties acted in good faith;" (2) the money was "incidental to and a relatively minor factor in an overall package of legally

required conditions;" and (3) both parties viewed the contributions as "justifiable because they were intended to be used by the municipality to address municipal problems attributable to the proposed development." Marlboro Tp. v. Holmdel Planning Bd., 279 N.J. Super., 638, 643-644 (1995). The contributions to recreational facilities made in the Marlboro case did not constitute a "direct nexus" with the property because they were deposited in a general recreation fund and were not allocated to a facility with traceable links to the development plan. Id. at 646.

Despite these missing links, the court noted that the contributions did display a "responsible municipal approach to the land-use planning function." Id. at 647. To reward this responsible behavior and to remedy the complaint, the court struck the conditions which required contributions to off-site improvements but otherwise upheld the board's approval of the development plan. Therefore, the trend in adjudicating contributions for off-site improvements honors good faith deals and is moving toward recognition of such contributions which have a reasonable and substantial connection to the proposed development.

While the court is satisfied that the contribution, in the case at bar, is inconsistent with the MLUL, this finding is insufficient, on this record, to void the

approval. Like the conditions in the Marlboro case which directed the developer to contribute money for off-site improvements, the condition referencing Crestwood's contribution to Veterans Park constituted an incidental and relatively minor condition in the grand scheme of the proposal.

Similar to the developer and the board in the Marlboro case, Crestwood and the Hamilton Board acted responsibly when they reached an agreement on the required recreational facilities. Moreover, the condition denoted a justifiable way for the developer and the township to meet the needs proposed by the site plan because the nearby park offered many choices for senior exercise and cultural enhancement. The condition regarding Veterans' Park and the methods by which the developer and the Township arrived at that condition satisfy the three elements with which the court decided the Marlboro case. The Board's approval would not be affected by a court's ruling that the Crestwood contribution constituted an illegal condition; rather, the court would simply strike that condition from the Memorialization and allow Crestwood to proceed with Phase One of its development plan.

Excision of conditions has been approved by the courts in this State. In Orloski v. Planning Bd., 234 N.J. Super.

1,2 (App. Div. 1989), the court held, "an unreasonable condition, under property circumstances, may be stricken or removed even if the variance benefit has been accepted." That court referred to the holding in DeFelice v. Zoning Bd. of Adj., 216 N.J.Super. 377 (App. Div. 1987) that allowed an approval to stand while excising conditions "where the conditions imposed were invalid, and the original variance has otherwise properly been granted." Orloski, supra, 234 N.J. Super. at 2.

The case law clearly supports excision where the condition is invalid but the grant of the variance is otherwise justified. Berniger v. Bd. Of Adj., 254 N.J. Super. 401 (App. Div. 1991), Sherman v. Zoning Bd. Of Adj., 242 N.J. Super.421 (App. Div. 1990).

Furthermore, it is important to note that the subject property is located in the RD Zone. No recreation facilities are required as part of development within that zone. (Code, Section 160-80). It is reasonable to conclude, therefore, that the age restricted garden apartments proposed by the applicant, do not fall within the planned retirement development overlay and planned retirement development zones under the Code, more specifically, Section 160-88. These zones include a variety of dwellings and are far more expansive than the age restricted housing

proposed in this case. Unlike a planned retirement development contemplated by Section 160-88, the age-restricted component of the proposed mixed-use development offers one type of housing and, based on the limited size of the property, was never anticipated to provide the kinds of services required by the planned retirement development overlay and planned retirement development zones.

It is acknowledged that the age restricted housing proposed in the mixed-use development are, for the most part, two bedroom units and that ancillary services are not provided on-site. Therefore, quite simply, this court is satisfied that the proposed age-restricted development is not required to provide on-site recreational facilities. The RD zone does not require these facilities, there is no requirement for a recreational component with garden apartments under the Code, there is no requirement for a recreational component in a retail development and the Township's Planner's report did not suggest a recreational component.

Finally, even if the court determined that the proposed age-restricted development fell within the planned retirement overlay zone or planned retirement development zone, Section 160-88(2)b.2 merely requires that all age restricted units shall be grouped or located together in

proximity to recreation facilities, open space, sidewalk and bike path systems. Veteran's Park, admittedly adjacent to the proposed development, has all of these. While the age-restricted units do not require on-site recreational facilities, the proximity of Veteran's Park to the development will provide seniors with many recreational and cultural opportunities.

The record is replete with evidence to support the decision by the Board to approve the use and bulk variances. There is nothing in the professional's written reports to indicate the contribution was "required" or "demanded" by the Board. Consistent with Marlboro, the contribution was a good faith gesture to provide recreational facilities in Veteran's Park for the entire community.

Furthermore, in reaching a decision, each of the board members made statements before voting on the application. While each of the board members made positive comments regarding the development, no one mentioned the $4,000 contribution. Based on the court's review of the entire record, the court is satisfied that the contribution was not a factor in the decision-making process. Therefore, a remand to determine the impact of the contribution on the approval by the board is not warranted.

Finally, the court has been informed by counsel for the Board, in a letter brief dated September 1, 2006, that the Board is agreeable to elimination of Condition #17, with the remaining conditions and approval in tact.[2] Counsel represents that none of the professional reports indicate the contribution was required or demanded by the Board. Rather, the contribution was a good faith gesture to provide additional recreational facilities for the entire community. The court agrees.

E. STORMWATER MANAGEMENT

Plaintiffs argue the stormwater management plan fails to adequately prevent discharge runoff and does not provide for adequate long-term operation and maintenance. In response, defendants assert the design includes proper measures for stormwater management. An expert witness testified to the viability of Crestwood's stormwater management plan at the May 24, 2005 hearing. It is common knowledge that a developer's stormwater management plan must comply with local, state, and federal stormwater management regulations. The Board relied on the testimony of expert witnesses, offered by Crestwood, as to compliance and the record lacks expert testimony to challenge this

[2] At the end of oral argument, the court provided counsel the opportunity to file supplemental briefs.

conclusion. Crestwood complied with stormwater management regulations and properly received Board approval for its use variance.

A developer properly plans for stormwater management when his plans conform to state and federal regulations and minimize the likelihood of standing water or flooding. In its relevant part, N.J.S.A. 40:55D-95 provides that a developer is responsible for: (1) "minimiz[ing] stormwater runoff from any new land development where such runoff will increase flood damage;" (2) "reduce[ing] soil erosion;" and (3) "maintain[ing] the integrity of stream channels for their biological functions, as well as for drainage." A developer who plans with attention to these requirements and who complies with local ordinances, state law and federal law regarding stormwater runoff satisfies his responsibility for stormwater planning and maintenance.

Crestwood adequately planned for stormwater management. Under §160-113(c)(2) of the Township Code, a developer must plan for "detention and control of the postdevelopment two-, ten- and 100-year 24 hour SCS-type III storms." Crestwood's plans comply with this regulation, and in fact, they provide for much less runoff

than is allowed by state law.[3] In deferring to expert testimony on the record and to the Board's decision, as is its duty, the court finds that Crestwood's plans satisfy all requirements for stormwater management.

F. WITNESSES SWORN

The MLUL, more specifically N.J.S.A. 40:55D-10(d) requires all witnesses to testify under oath. The court rejects the argument by plaintiffs that Frank Miskovich and James Ruddiman did not testify under oath. The transcript reflects that all of the witnesses were sworn at the beginning of the hearing. "Yes. Can we have all of those who are going to testify approach - - both Township and applicant - - so we can swear everyone in at one time." (T:7-32 to 8-1.) Frank Miskovich and James Ruddiman both acknowledged, on the record, that they had been previously sworn.

While the court is satisfied that all witnesses properly testified pursuant to N.J.S.A. 40:55D-10(d), the

[3] In his testimony on the record, Mr. Cray asserts "this project's peak flows will actually be much less than what the typical NJ DEP stormwater management regulations permit." (T:20-6 to 20-8.) With regard to the soil conservation, specifically, and to stormwater management, generally, Mr. Cray further contends "the Twin Ponds, subsurface water quality sand filters, and detention systems, which are required to meet all the requirements of the State and Township for stormwater management" have been designed to do so. (T:20-17 to 20-21.)

preferred approach is for each witness, individually, before offering testimony to be sworn. Despite this preference, the method employed in this case is acceptable.

G. EXHIBITS

At the hearing, the Board had the opportunity to view several exhibits: (1) a color coded landscape plan, dated December 17, 2004 (revised March 31, 2005) by Maser Consulting (A-1); (2) key and zoning map (A-2); (3) color large scale drawing of Twin Ponds Village Center at Hamilton (A-3); (4) conceptual plan of buildings A, B and C (A-4); (5) floor plans and elevations by Robert E. Bolton, Associates (A-5); (6) large color scale drawing of Twin Ponds (A-6); (7) seven pictures that depict views of the site from different directions, Maser Consulting, April 2005 (A-8); and (8) aerial view of site, Maser Consulting, April 12, 2005 (A-9). The documents referred to above reflect a date of May 24, 2005; the date of the public hearing.

Prior to submission of an application to a Planning or Zoning Board, it is common practice for township staff and professionals to review applications for completeness and to make recommended modifications or changes.[4] In this case,

[4] Memorandum from Robert C. Poppert, Division of Planning, to Michael Guhanick, Land Use Coordinator, dated February

the Division of Planning and the Township Engineer reviewed the following: (1) preliminary and final major site plan for Twin Ponds, dated December 1, 2004 as revised to March 31, 2005; (2) architectural plans entitled Plan of Twin Ponds Community dated January 20, 2005 as revised to March 18, 2005; (3) WB-50 turning movement plan; (4) nonstructural stormwater management addendum; (5) landscape area compliance calculation; (6) traffic engineering investigation prepared by Oracle Engineering, dated December 8, 2004; (6) environmental impact statement and Phase I environmental site assessment, prepared by Maser Consulting, dated December 10, 2004; and (7) Planning Report, prepared by Joseph J. Layton, dated January 2005.

The Township engaged the services of the Alaimo Group to review and comment on traffic, environmental and hydraulic related issues concerning the development. The report of James A. Ruddiman, P.E., Alaimo Associates, is referred to at length in the report of Thomas E. Dunn, Township Engineer. In preparing his report, James A. Ruddiman, P.E., relied on the following: (1) preliminary and final site plan, prepared by Maser Consulting, revised

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16, 2005 and Revised May 3, 2005; Memoranda from Thomas Dunn, Township Engineer, to Michael Guhanick, Land Use Coordinator, dated February 22, 2005, revised on March 30, 2005, April 18, 2005, April 20, 2005, May 2, 2005 and May 9, 2005.

through March 31, 2005; (2) copy of Hamilton Township Development Application; (3) environmental site assessment prepared by Maser Consulting, dated December 10, 2004; (4) environmental impact statement prepared by Maser Consulting, dated December 10, 2004 and Stormwater Management Report, prepared by Maser Consulting, dated December 17, 2004; (5) architectural elevations and floor plans prepared by Robert E. Bolton, Associates, dated January 20, 2005, revised through March 18, 2005; (6) copy of planning report prepared by Maser Consulting, dated April 1, 2005; (7) copy of traffic engineering investigation prepared by Oracle Engineering, Inc., dated December 8, 2004; (8) WB-50 Turning Movement Plan based on site plans last revised March 31, 2005; and (9) non-structural stormwater management strategies addendum.

In a letter, dated January 31, 2006, counsel for the Board submitted a list of exhibits and reports regarding the application. Listed as 1 through 28, all of these items were either marked and admitted into evidence or relied on or referred to by township staff and or professionals.

Counsel for the plaintiff asserts that not all of the documents and reports, cited in the record, were marked and moved into evidence. The court rejects the notion that the

failure to admit certain documents into evidence warrants a reversal of the decision by the Board. Importantly, all of the documents referred to in the preceding paragraphs were either marked into evidence and admitted or relied on and referred to in reports submitted by the applicant's witnesses, township staff or township professionals hired to provide input and recommendations.

III.

CONCLUSION

For all of the reasons set forth herein, the decision by the Board is affirmed. Counsel for the applicant shall prepare an order consistent with this opinion.

49. Vintage Court

MILLER PORTER & MULLER, P.C.
One Palmer Square, Suite 540
Princeton, New Jersey 08542
(609) 921-6077
New Jersey Attorney ID. No. 022261977
Special Mount Laurel Counsel for Plaintiff

IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF HAMILTON, COUNTY OF MERCER	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: MERCER COUNTY DOCKET NO. MER-L-1573-15 Civil Action CERTIFICATION OF DINO SPADACCINI

I, Dino Spadaccini in my capacity as Manager of Vintage Court LLC, a New Jersey Limited Liability Company, certify as follows:

1. Vintage Court LLC, a New Jersey Limited Liability is the owner of the townhome rental community known as Vintage Court since February 1, 2010. The prior owners and developers were Anthony and Gina Spadaccini until they transferred it to the aforesaid limited liability company which is still controlled by the Spadaccini family. The first certificate of occupancy was issued on or about May 1, 1997.

2. There are four affordable housing units, two moderate-income units and two low-income units. The units have always been occupied by tenants that have been provided by the Township and later by Piazza & Associates. I have charged them the rents that I was told to charge by the Township and Piazza & Associates.

The foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Vintage Court, LLC
A New Jersey Limited Liability Company

By _____
Dino Spadaccini, Manager

Dated: January 14, 2019

RENT ROLL FOR AFFORDABLE HOUSING UNITS - VINTAGE COURT

UNIT #	TENANT	MONTHLY RENT	LEASE DATE	EXPIRATION	% OF INCOME	LAST INCREASE
9	Simmons	$866.00	09.01.18	08.31.20	60% / Moderate	
10	Oliver	$795.96	02.01.03	month-to-month	50.90%	2011 – $3.96
11	Martinez	$1,184.95	11.01.13	11.30.17	77.00%	Dec. 2015 – $20.95
21	Wise	$816.00	01.01.19	12.31.20	48.50%	
TOTAL		$3,662.91				

Vintage Court LLC, a NJ Limited Liability Company

By: 

Dino Spadaccini

Gerald Muller

From: Dino Spadaccini
Sent: Monday, January 14, 2019 11:33 AM
To: Gerald Muller
Subject: RE: Hamilton DJ Action - Your Certification
Attachments: Spadaccini Certification 011419.docx; Spadaccini certification compare.docx; Rent Roll for Affordable Units 01.14.19.xls

Hi Jerry,

Attached is a clean and compare. The only question I have is regarding what types the four units are in paragraph no. 2. I have also attached the portion of the rent roll for affordable housing and I believe it is two low and two moderate, but let me know. If acceptable I will sign and return.

Feel free to call with any questions.

Thanks

dino

Dino Spadaccini, Esq.
The Spadaccini Law Firm, LLC
98 Franklin Corner Road
Lawrenceville, NJ 08648
Phone: (609) 912-0100 ***(Option 1, then Ext. 112#)***
Fax: (609) 912-0400
E-mail: dino@spadlaw.com

NOTICE: This e-mail and any attachments to this email contain confidential information that may be legally privileged. If you are not the intended recipient, you must not review, transmit, convert to hard copy, or disseminate this e-mail or any attachments.

From: Gerald Muller [mailto:gmuller@mpmglaw.com]
Sent: Thursday, January 10, 2019 12:44 PM
To: Dino Spadaccini
Subject: Hamilton DJ Action - Your Certification

Dino -

Can you sign and return the attached Certification about Vintage Court? I would like it back as soon as possible. If it needs any changes, please let me know.

MILLER PORTER & MULLER, P.C.
One Palmer Square, Suite 540
Princeton, New Jersey 08542
(609) 921-6077
New Jersey Attorney ID. No. 022261977
Special Mount Laurel Counsel for Plaintiff

IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF HAMILTON, COUNTY OF MERCER	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: MERCER COUNTY DOCKET NO. MER-L-1573-15 Civil Action CERTIFICATION OF DINO SPADACCINI

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2. There are four affordable housing units, two moderate-income units and two low-income units. The units have always been occupied by tenants that have been provided by the Township and later by Piazza & Associates. I have charged them the rents that I was told to charge by the Township and Piazza & Associates.

MILLER PORTER & MULLER, P.C.
One Palmer Square, Suite 540
Princeton, New Jersey 08542
(609) 921-6077
New Jersey Attorney ID. No. 022261977
Special Mount Laurel Counsel for Plaintiff

IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF HAMILTON, COUNTY OF MERCER	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: MERCER COUNTY DOCKET NO. MER-L-1573-15 Civil Action CERTIFICATION OF DINO SPADACCINI

I, Dino Spadaccini in my capacity as Manager of Vintage Court LLC, a New Jersey Limited Liability Company, certify as follows:

~~1. I am the owner of Vintage Court and have owned it since it was constructed in 1997.~~

~~2. There are~~ 1. Vintage Court LLC, a New Jersey Limited Liability is the owner of the townhome rental community known as Vintage Court since February 1, 2010. The prior owners and developers were Anthony and Gina Spadaccini until they transferred it to the aforesaid limited liability company which is still controlled by the Spadaccini family. The first certificate of occupancy was issued on or about May 1, 1997.

2. There are four affordable housing units, two moderate-income units and one~~two~~ low-income ~~unit~~units. The units have always been occupied by tenants that have been

RENT ROLL FOR AFFORDABLE HOUSING UNITS - VINTAGE COURT

UNIT #	TENANT	MONTHLY RENT	LEASE DATE	EXPIRATION	% OF INCOME	LAST INCREASE
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11	Martinez	$1,184.95	11.01.13	11.30.17	77.00%	Dec. 2015 -- $20.95
21	Wise	$816.00	01.01.19	12.31.20	48.50%	
TOTAL		$3,662.91				

Vintage Court LLC, a NJ Limited Liability Company



By: _____
Dino Spadaccini

Gerald Muller

From: Sonja Walter
Sent: Monday, January 21, 2019 2:02 PM
To: 'Gerald Muller'; 'Frank Piazza'
Subject: RE: Hamilton DJ Action - Your Certification

Gerry,

I am not sure the apartments would be in compliance if we were to designate 2 as low-income and 2 as moderate-income units. When we first took over, we were informed there were 3 moderate-income (#9, 10, 11) and 1 low-income (#21) 2 bedroom apartments at Vintage Court. Since that time, we have income-qualified applicants for units #9, # 11 and #21. We determined the current maximum rents based upon information provided by Mr. Spadaccini and the municipality, but I do not know how the initial rents were calculated.

Unit 11 was rented to a moderate-income applicant in 2013 at a rate of $1,164.
Unit 9 was rented to a moderate-income applicant in 2018 at a rate of $866.
Unit 21 was recently rented to a low-income applicant at a rate of $816.

I do not have information on the tenant in Unit #10, since we never income-qualified an applicant for that apartment.

Thank you,

Sonja Walter
Piazza & Associates, Inc.
Compliance Manager
Tel: 609-786-1100, Ext. 310
Fax: 609-786-1105
216 Rockingham Row
Princeton, NJ 08540
swalter@HousingQuest.com

From: Gerald Muller [mailto:gmuller@mpmglaw.com]
Sent: Monday, January 21, 2019 12:31 PM
To: Frank Piazza; Sonja Walter
Subject: Fwd: Hamilton DJ Action - Your Certification

Frank and Sonja -

See the attached. Given the rent rolls and percentage of income, can we say that there are two low- and two moderate-income units? We thought that there were three, and the deed restriction from a couple of years ago says two moderate and one low.

On Mon, Jan 14, 2019 at 11:33 AM Dino Spadaccini <Dino@spadlaw.com> wrote:

Hi Jerry,

Gerald Muller

From: Dino Spadaccini
Sent: Tuesday, January 22, 2019 1:30 PM
To: Gerald Muller
Subject: Re: Hamilton DJ Action

Hi Jerry,

Town or agent I.e. piazza always provided tenants, we never advertised on our own for tenants.

Re increases when the twp managed they would provide us with annual increases. We have not been very diligent about increases with the affordable units and our understanding is that if we missed an annual increase we could not catch up, if that makes sense.

Feel free to call with any questions.

Thanks

Dino

Sent from my iPhone

On Jan 22, 2019, at 1:04 PM, Gerald Muller <gmuller@mpmglaw.com> wrote:

> Dino -
>
> Thanks for the material. I see that the lease in Unit 10 started in 2003, before Piazza & Associates time. Did you get the tenant from the Township, and did the Township set the rent, which appears have gone up only $3.96 since 2003?

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 15 017

1ST READING May 5, 2015
2ND READING & PUBLIC HEARING May 19, 2015
WITHDRAWN _____ LOST _____

DATE TO MAYOR May 20, 2015
DATE RESUBMITTED TO COUNCIL _____
DATE EFFECTIVE June 9, 2015

APPROVED AS TO FORM AND LEGALITY
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY
TITLE

ORDINANCE ACCEPTING A DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RENTALS AND IMPROVEMENTS (Vintage Court LLC; 25 Lamont Avenue, more specifically designated as 9 Vintage Court, 10 Vintage Court, 11 Vintage Court and 21 Vintage Court; Block 1922, Lot 16)

Whereas the owner of the land listed below has presented a Deed-Restricted Affordable Housing Property with Restrictions on Rentals and Improvements to the Township of Hamilton consistent with requirements imposed as a condition of Planning Board Application Nos. 87-07-093A and 87-07-093B, which said lands are more particularly described in said deed attached hereto;

Whereas the Council of the Township of Hamilton deems it to be in the best public interest of the Township of Hamilton to accept the above mentioned deed;

Now, Therefore, Be It Ordained by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the Deed-Restricted Affordable Housing Property with Restrictions on Rentals and Improvements for public purposes as presented to the Township of Hamilton by the respective owner listed below, be and hereby is accepted;

Be It Further Ordained that the Municipal Clerk be and hereby is authorized to record same in the Office of the Clerk of Mercer County and to plot said deed in the Township of Hamilton Engineer's Office.

NAME/ADDRESS	SECTION	LOT	AMOUNT
Vintage Court LLC 98 Franklin Corner Road Lawrenceville, New Jersey 08648 (25 Lamont Avenue, more specifically designated as 9 Vintage Court, 10 Vintage Court, 11 Vintage Court and 21 Vintage Court)	1922	16	Deed-Restricted Affordable Housing Property with Restrictions on Rentals and Improvements

Any Ordinance or Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

This Ordinance shall become effective immediately upon final adoption and publication thereof according to law.

PRESIDENT

MUNICIPAL CLERK

4a
15 017

RECORD OF VOTE

First Reading							Second Reading						
COUNCIL	AYE	NAY	NV	AB	ORD	SEC	COUNCIL	AYE	NAY	NV	AB	ORD	SEC
Kevin J. Meara	✓						Kevin J. Meara	✓					
Edward R. Gore	✓					✓	Edward R. Gore	✓					
David J. Kenny	✓				✓		David J. Kenny	✓				✓	
Ileana Schirmer	✓					✓	Ileana Schirmer	✓					✓
Dennis A. Pone	✓						Dennis A. Pone	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting ORD. - Moved SEC. - Seconded

REJECTED _____
APPROVED ✓
RECONSIDERED BY COUNCIL _____

KELLY A. YAEBE, MAYOR

5/20/15
DATE

OVERRIDE VOTE AYE ____ NAY 931

REQUEST FOR COUNCIL ACTION

APR 22 2015

DATE: April 13, 2015

SERVICE REQUESTED:

__X__ Ordinance

____ Resolution

____ Item for Discussion (explain)

FOR CONTRACTS & PSA'S (select one):

____ Request was made for Bids

____ Request was made for Proposals/Quotes

____ Request was made for Proposals/Quotes for Professional Services

INITIATING DEPT/DIV: CPC/Division of Planning

BRD 4/28/15

SUBJECT MATTER: Accept deed for affordable housing (appendix E-2) for 4 affordable units within Vintage Court

RECEIVED
TOWNSHIP OF MAHWAH
2015 APR 22 P 4:05
15 027

LIST SUPPORTING DATA:

Copy of original affordable housing deed restriction for 9, 10, 11 and 21 Vintage Court

Memo dated 4-13-15 from Division of Planning

AMOUNT OF FUNDING: $ n/a
(if applicable)

4a

BUDGET ACCOUNT NAME: n/a
(i.e. Dept. of Adm., Professional Services)

BUDGET ACCOUNT NO(S): n/a
(i.e. 3-01-20-120-000-028)

APPROVED BY: _____ _____
John F. Riecl, Business Administrator DATE

APPROVED BY: _____ 4/22
Kelly A. Yaede, Mayor DATE

4/20/15

(To be completed by the Business Administrator)

PLEASE PREPARE THIS ITEM FOR THE 5/5/15 COUNCIL AGENDA.

Deadline for submission to the Office of the Business Administrator for review and approval is 3:00 pm on the Monday the week preceding the Council Meeting.

TOWNSHIP OF HAMILTON
DIVISION OF PLANNING
INTEROFFICE ADVISORY M E M O R A N D U M

TO: **Council**

FROM: Robert C. Poppert, PP/AICP, Supervising Planner

DATE: **April 13, 2015**

RE: **Vintage Court – deed restriction for affordable housing units**
Block 1922 Lot 16

As part of the Township's annual affordable housing monitoring report, it was determined that Hamilton never received any of the required deed restrictions for the four (4) units within this development. I have contacted the owner and we have prepared the necessary deed restriction (attached hereto as Appendix E-2). This is a 30-year restriction which runs with the fist certificate of occupancy for the affordable units. In this case we are being retroactive with the restriction time period; therefore, the restriction starts May 1, 1997 and will expire May 1, 2027.

The recorded deed restriction is required to be retained in our project files and will be provided to the Council on Affordable Housing (COAH) as soon as possible.

RCP

Cc: John Ricci
Rich Williams
file

INSTR # 2015024851
D BK 6219 PG 1922 Pgs 1922 - 1926; (5 pgs)
RECORDED 06/05/2015 09:32:00 AM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY

To Rental Property
With Covenants Restricting Rentals and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 9th day of ~~April~~ June, 2015 by and between the TOWNSHIP OF HAMILTON, a Municipal Corporation of the State of New Jersey, and VINTAGE COURT LLC, a New Jersey Limited Liability Company, having offices at 98 Franklin Corner Road, Lawrenceville, NJ 08648, the developer/sponsor (the "Owner") of a market rate rental project containing four (4) residential low- or moderate-income rental units (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the "Property").

Article 2. Description of Property

The Property consists of all of the land, and a portion of the improvements thereon, that is located in the municipality of Hamilton Township, County of Mercer, State of New Jersey, and described more specifically as Block No. 1922, Lot No. 16 , and known by the street address:

25 Lamont Avenue

Hamilton, NJ 08619

More specifically designated as:

9 Vintage Court; 10 Vintage Court; 11 Vintage Court; and 21 Vintage Court
Hamilton, NJ 08619

Notwithstanding anything contained herein, these four (4) units alone are the "Property".

DDM 5 Pages 8/13/15 mod

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the unit, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.

Notwithstanding anything contained herein, the Township acknowledges that the Certificates of Occupancy were issued on May 1, 1997. Accordingly, the parties hereby agree that this Control Period shall expire on May 1, 2027.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.

C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.

D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

Owner:
Vintage Court LLC

BY: _____
Dino Spadaccini, Manager

Witnessed by:

_____
Melissa A. Marino
Attorney at Law of New Jersey

Township of Hamilton

_____
Kelly Yaede, Mayor
Hamilton Township, Mercer County, New Jersey

Witnessed by:

_____
Eileen Gore, Municipal Clerk
Hamilton Township, Mercer County, New Jersey

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY

ss:

COUNTY OF MERCER

I certify that on April 16, 2015 before me came Dino Spadaccini, to me known and known to me to be the Manager of Vintage Court LLC, the Owner of the Property identified as such in the foregoing Agreement, who states that he is duly authorized to execute said Agreement on behalf of the e Court LLC, and that he has executed the foregoing Agreement for the purposes stated therein.

Melissa A. Marino
Attorney at Law of New Jersey

STATE OF NEW JERSEY

ss:

COUNTY OF MERCER

I certify that on ~~April~~ May 29, 2015, Kelly Yaede, known and known to me to be the Mayor of Hamilton Township, Mercer County, New Jersey, the Municipality identified as such in the foregoing Agreement, who states that she is duly authorized to execute said Agreement on behalf of said Municipality, and that she has so executed the foregoing Agreement for the purposes stated therein.

Andrea M. Briscese

A Notary Public of the State of New Jersey
My Commission Expires: 6/17/2018

Record and Return:
Office of the Municipal Clerk
Township of Hamilton
2090 Greenwood Avenue
P.O. Box 00150
Hamilton, New Jersey 08650-0150

ANDREA M. BRISCESE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/17/2018

50. Visitation Homes – 355 Yardville-Allentown Road

Visitation Home, Inc.

"Living Together as Family"

PO Box 11242 • Hamilton, NJ 08620

December 20, 2018

To Whom It May Concern:

This letter is to certify that Visitation Home, Inc. accepts only tenants who are considered to be low income. Our current residents' total monthly income ranges from $728 - $1,879. The source of this income is either Social Security and/or SSI Benefits.

Should you need additional information please feel free to contact me directly.

Have a beautiful day! Merry Christmas!

Sincerely,

Denise

Denise Reil
Executive Director

609.658.0995 visitationhome.org 609.585.2151

9 pgs DDS

MERCER COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM
AFFORDABLE HOUSING DEED RESTRICTION

LENDER:	COUNTY OF MERCER, a municipal corporation of the State of New Jersey, having its principal offices located at the McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08650-0068.
BORROWER/OWNER:	Visitation Home Inc., a New Jersey nonprofit corporation, whose address is located at 11 Innocenzi Drive, Hamilton Township, New Jersey 08690.
PROJECT PROPERTY:	Hamilton Township, Mercer County, New Jersey Block 2690, Lot 10 (355 Yardville-Allentown Road).
PROJECT:	Acquisition/rehabilitation of four (4) affordable rental housing units for persons with or without developmental disabilities.
Grant/Loan Amount:	Grant - $259,400/Loan - $100,000.

WHEREAS, the above named Lender has entered into a HOME Investment Partnership Agreement pursuant to Title II of the National Affordable Housing Act with United States Department of Housing and Urban Development (hereafter), "HUD", by which HUD provides funding for eligible projects; and

WHEREAS, the Lender has been designated to implement a HOME Investment Partnerships Program (hereafter referred to as the "HOME Program") in accordance with applicable regulations, including 24 CFR Part 92; and

WHEREAS, the Borrower has requested funding to undertake the above described Project; and

WHEREAS, the proposed Project is eligible for funding if carried out pursuant to HUD's rules and regulations; and

WHEREAS, the HOME Program requires eligible project properties be subject to a deed restriction, reflecting that said properties are for the purpose of providing housing for families of certain income levels as established by HUD; and

WHEREAS, Borrower has agreed to comply with this condition by signing and delivering this document; now, therefore, in consideration of the foregoing and the terms and conditions contained herein, the above-named Borrower/Owner grants to the above-named Lender, its successors and assigns the rights stated in this document on the above-described Project Property ("Premises"), which Property is described in Exhibit A attached hereto, for the purpose of ensuring retention of affordable rental housing for occupancy by low and very low-income persons and families.

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1. Purpose. The purpose of this Affordable Housing Restriction is to assure that low and very low-income households will retain the Premises as affordable housing for occupancy.

2. Nature and Term of Covenants. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (a) shall be and are covenants running with the land, encumbering the Premises for a term of twenty-five (25) years from the date of execution hereof; (b) are binding upon the Borrower's successors in title and all subsequent owners of the Premises, (c) are not merely personal covenants of the Borrower, and (d) shall bind the Borrower and its successors and assigns and the benefits shall inure to the Lender and to any present or prospective tenant of the Premises. The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable rental housing, which assistance includes a loan from the Lender under the HOME Investments Partnership Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.

3. Notice of Covenants. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction. The covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof actually provides that such conveyance is subject to this Affordable Housing Restriction.

4. Unit Standards. The Premises shall be used for four (4) units of rental housing, as described above. Each Project Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Project Property shall meet the housing quality standards set forth in the regulations of the HOME Investment Partnership Program at 24 CFR Part 92, Section 92.251 or any successor thereto.

5. Discrimination Prohibited. The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to a holder of a certificate of family participation under the Federal Rental Certificate Program (24 CFR Part 882) or a rental voucher under the Federal Rental Voucher Program (24 CFR Part 887) or a holder of a comparable document evidencing participation in a HOME Program, tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based assistance document.

5.1. Nondiscrimination Policies. The Borrower shall adopt and submit resident selection policies and criteria to Lender and Lender shall have the right of approval thereof. Said policies and criteria shall comply with the following requirements:

(a) They shall be consistent with the purpose of providing housing for "Low Income Families" and "Very Low Income Families", as defined below in 7(a) and required herein;

(b) They shall be reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Borrower's form lease;

(c) They shall give reasonable consideration to the housing needs of families that would have preference under 24 CFR Part 960.211 (Federal selection preferences for admission to public housing); and

(d) They shall provide for (i) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, and (ii) the prompt written notification to any related applicant of the grounds for any rejection.

Lender must approve any changes to these policies and criteria in writing. The Borrower shall also provide the Lender with an affirmative marketing plan acceptable to the Lender.

The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

6. Tenant Income Standards. During the term of this Affordable Housing Restriction the Project Properties shall be leased to at least two (2) families (as defined below) whose annual incomes are at or less than FIFTY PERCENT (50%) of the median income for the Area (as defined below) ("Very Low Income Families") based on family size as determined by the US Department of Housing and Urban Development ("HUD") and the remainder to Families whose annual incomes are at or less than EIGHTY PERCENT (80%) of the median income for the Area (as defined below). A "Family" is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The "Area" is defined as the Trenton-NJ PMSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).

7. Rental amount Limits. Rental amounts shall comply with the following:

a. The monthly rent charged for the Project Properties to be rented to families whose incomes are at or below fifty percent of median area income shall not be greater than thirty percent (30%) of the monthly gross income of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. The monthly rent charged for the Project Properties to be rented to families whose incomes are above fifty percent of median area income shall not be greater than the lesser of the Fair Market Rent for Mercer

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County as established by HUD or thirty percent (30%) of the monthly gross income of a Family whose income equals sixty-five percent (65%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause the Borrower shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.

b. Borrower shall make the determination of whether a Family meets the income requirements set forth herein at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such Family.

8. Initial Proposed Rents. Prior to initial occupancy of a Project Property and annually thereafter as part of the annual reports required under Section 8 above, Borrower shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all units in the Project. The rent schedule shall include both the maximum rents applicable to units as described above as well as the actual rents to be charged to over-income Families. Such schedule shall be subject to the approval of Lender for compliance with the requirements of this Agreement.

9. Records and Reporting to Lender. Borrower shall maintain as part of its Project records copies of all leases of units in the Project and all initial and annual income certifications by tenants of the Project. Within 60 days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit at the Project. With respect to Families who move to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of the initial occupancy at the Project. The annual report shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.

10. Increases in Rental Amounts. Rents shall not be increased without the Lender's prior written approval of either (a) a specific request by Borrower for a rent increase or (b) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Borrower to all affected tenants.

11. Prohibited Lease Provisions. The Borrower shall not include in any lease for a unit in the Project any of the following provisions:

a. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.

b. Agreement by the tenant that the Borrower may take, hold, or sell personal

property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with New Jersey law.

c. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

d. Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.

e. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

f. Agreement by the tenant to waive any right to a trial by jury.

g. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

h. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

12. Project Lease Terms and Lease Terminations. All leases for units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and the Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except for (a) for serious or repeated violations of the terms and conditions of the lease; (b) violations of applicable federal, state or local law or (c) other good cause. Any termination or refusal to renew must be preceded by not less than 90 days by Borrower's service on the tenant of a written notice specifying the grounds for the action. Lender must be copied on any such notice for units relating to this restriction.

13. Transfer or Sale of Project Property. The Borrower may not sell, transfer or exchange all or any portion of the Project without the Lender's prior written consent. Any sale, transfer or change of title shall require either full payment of the outstanding obligation under the mortgage or such other requirements as the Lender may specify.

14. Demolition or Reduction of Project Property. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lender, which consent may be granted or withheld in the Lender's reasonable judgment. The Borrower shall not permit the use of any residential unit for any purpose other than rental housing.

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15. Destruction or Damage of Project Property. If the Project, or any part thereof, shall be damaged or destroyed, the Borrower shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

16. Use of Project Property. Any use of the Project Property or activity thereon which is inconsistent with the express conditions or purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative Marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372). Lender and its duly authorized representatives shall have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction.

17. Enforcement of Restrictions. Lender shall have the right to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation, it being agreed that the Lender will have no adequate remedy at law, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises.

18. Notice of Restrictions. The Lender shall have the right to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction and the Borrower, on behalf of itself and its successors and assigns, appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agrees to execute any such instruments upon request.

19. Conditional Relief from Restrictions. Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the property in lieu of foreclosure, and provided that the holder of such mortgage (a) has given Lender not less than 60 days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure and (b) agrees to recognize any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability of the Project, then the rights

and restrictions herein contained shall not apply to such holder upon such acquisition of the Property or to any purchaser of the Property from such holder, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens, if any, have been settled not to exceed the outstanding balance of the HOME loan, at such time, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens have been settled, if any, not to exceed the outstanding balance of the HOME loan, at such time such Property shall, subject to the next two succeeding sentences, thereafter be free from all such rights and restrictions.

20. No Relief from Restrictions on Certain Transfers. The rights and restrictions contained herein shall not lapse if any portion of the Project Property is acquired through foreclosure or deed in lieu of foreclosure by (a) Borrower, (b) any person with a direct or indirect financial interest in Borrower, (c) any person related to a person described in "b" by blood, adoption or marriage, (d) any person who is or at any time was a business partner of a person described in "b" and (e) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if all or a portion of the Premises is acquired by a Related Party during the period in which this Affordable Housing Restriction would be in effect but for provisions providing for its termination, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.

21. In the event a person having the right to do so pursues a foreclosure or other proceeding enforcing its rights under a mortgage or other instrument and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Lender in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Lender pursuant to this Section in connection with such proceeding. In the event that such excess shall be so paid to the Lender, the Lender shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Lender in accordance herewith, provided that such holder shall give the prompt notice of any such claim and shall not object to intervention by the Lender in any proceeding relating thereto. To the extent the Borrower possesses any interest in any amount which would otherwise by payable to the Lender under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to said holder for payment to the Lender.

22. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lender:
County of Mercer
Housing and Community Development
640 South Broad Street, RM 420
Trenton, NJ 08650-0068

If to Borrower:
Visitation Home, Inc.
11 Innocenzi Drive
Hamilton, NJ 08690

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or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

23. Effective Date. The Borrower and the Lender intend that the restrictions arising hereunder take effect upon the date hereof.

24. Lender shall have the right to assign its interest in this Affordable Housing Restriction.

25. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender.

26. If any provision of this Affordable Housing Restriction shall be declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected.

In witness whereof and intending to be bound thereby, the Borrower has caused this agreement to be executed by its duly authorized agent on the date reported.

Visitation Home, Inc.

BY: Denise Reil Date: 10/20/06
Denise Reil, Executive Director

Attest:
Nina Scalcione, Treasurer Date: 10/20/06

VOL 5502PG 056

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: S.S.
COUNTY OF MERCER :

I certify that on this date Denise Reil and ~~Anthony~~ Mark Scalcione personally came before me and acknowledged under oath, to my satisfaction, that:

(a) Visitation Home, Inc. is named as the Borrower in this document (the "corporation");

(b) they hold, respectively, the positions of Executive Director and Treasurer of the corporation;

(c) the corporation has authorized the execution and delivery of this document in accordance with the terms and requirements of its charter and bylaws;

(d) they are authorized to execute and deliver this document for the corporation and

(e) they signed and delivered this document for and on behalf of the corporation as its voluntary act and deed for the uses and purposes therein expressed.

Signed and subscribed to before me.

Notary Signature

Date: 6/26/06

Richard D. Fornaro, Esq.
Attorney at Law
State of New Jersey

VOL 5502 PG 057

END OF DOCUMENT

INSTR # 2018023222
D BK 6328 PG 1912 Pgs 1912 - 1914; (3 pgs)
RECORDED 06/01/2018 03:26:12 PM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

Mercer County Clerk
Paula Sollami Covello
PO Box 8068
240 West State Street
6th Floor
Trenton NJ 08650

This is NOT a Certified Copy

Official Use Only – Realty Transfer Fee

Date of Document	Type of Document
April 26, 2018	Deed
First Party Name	**Second Party Name**
Affordable Housing Deed Restriction Township of Hamilton	Visitation Home
Additional Parties	

THE FOLLOWING SECTION IS **REQUIRED** FOR DEEDS ONLY
BUT SUGGESTED FOR ALL DOCUMENTS

Lot 10	Block 2690
Municipality Township of Hamilton	Consideration
Mailing Address of Grantee 355 Yardville-Allentown Road Hamilton, NJ 08620	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book 5502	Original Page ~~040~~ 48

DDM 3P clg #9

AMENDED AFFORDABLE HOUSING DEED RESTRICTION

WHEREAS, on October 20, 2006, Visitation Home, Inc. ("the Borrower") executed a Affordable Housing Deed Restriction ("the Deed Restriction"). Such Deed Restriction was recorded in the Mercer County Clerk's Office in Vol. 5502, Pg. 049; and

WHEREAS, the property to which the Deed Restriction is subject is Block 2690, Lot 10, known by its street address as 355 Yardville-Allentown Road; and

WHEREAS, paragraph 2 of such Deed Restriction provides that it will remain in effect for 25 years from the date of execution of the Deed Restriction.

Visitation Home hereby changes the period during which the Deed Restriction remains in effect from 25 to 30 years. The 30 year period shall run from the date of execution of the original Affordable Housing Deed Restriction.

Visitation Home Inc.

Dated: 4/26/18

By: Denise Reid

MARGARET ANN LYMAN
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Nov. 14, 2021

Attest:

Michael Leuthy, Treasurer

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: S.S.
COUNTY OF MERCER :

I certify that on this date 4-26-2018 personally came before me and acknowledged under oath, to my satisfaction, that:

(a) Visitation Home, Inc. is named as the Borrower in this document (the corporation");

(b) they hold, respectively, the positions of Executive Director and Treasurer of the corporation;

(c) the corporation has authorized the execution and delivery of this document in accordance with the terms and requirements of its charter and bylaws;

(d) they are authorized to execute and deliver this document for the corporation; and

(e) they signed and delivered this document for and on behalf of the corporation as its voluntary act and deed for the uses and purposes therein expressed.

Signed and subscribed before me

Dated: 4-26-18

MARGARET ANN LYMAN
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Nov. 14, 2021

Home Investment Partnerships Program
Consortium Agreement Between Mercer County
And Visitation Home, Inc., Awarding
An Affordable Housing Grant/Loan
Totaling $359,400.00

AGREEMENT

THIS AGREEMENT is made this__ day of _____, 2006 between the County of Mercer, a municipal corporation of the State of New Jersey, having its principal offices at McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08650-0068, hereinafter called the "County", and Visitation Home Inc., a New Jersey corporation, whose address is 11 Innocenzi Drive, Hamilton Township, New Jersey, 08690, hereinafter called "VH, Inc.".

WHEREAS, VH, Inc., a certified Community Housing Development Organization (CHDO) requested a Mercer County Home Investment Partnerships Program Grant/Loan totaling three hundred fifty nine thousand four hundred dollars ($359,400.00), the proceeds of which will be used to purchase and rehabilitate a 2,434 square foot two story house situated at 355 Yardville-Allentown Road, Hamilton Township, NJ 08620 (Block 2690, Lot 10); and,

WHEREAS, VH, Inc., will utilize the property for the provision of affordable housing thereby creating a four (4) unit single occupancy (SRO) residence for income eligible persons with or without developmental disabilities; and

WHEREAS, an HOME Investment Partnerships Program Consortium Agreement is necessary to set forth the terms under which the Mercer County HOME Program Grant/Loan in the amount of a two hundred fifty-nine thousand four hundred dollar ($259,400.00) grant and a loan in the amount of one hundred thousand dollars ($100,000.00) will be awarded;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties mutually promise, covenant and agree as follows:

1. The County shall award a HOME Investment Partnerships Program grant/loan to VH, Inc., totaling three hundred fifty-nine thousand four hundred dollars ($359,400.00) for the purchase and rehabilitation of the above property. Said grant/loan shall be secured with a mortgage payable to Mercer County upon the sale of said property.

2. The County shall award a HOME Investment Partnerships Program zero interest loan to VH, Inc., totaling one hundred thousand dollars ($100,000.00) for the purchase of the above property. Said loan shall be secured with a mortgage. The balance of the zero interest loan, as secured with a mortgage, shall be payable to Mercer County upon the sale of said property.

3. The 10 year term, zero interest loan shall be paid annually to Mercer County. A single payment of ten thousand dollars ($10,000.00) shall be payable to Mercer County and forwarded to Mercer County Housing and Community Development Office, 640 South Broad Street, Trenton, NJ 08650. The initial payment shall be made between January 1 and January 15, 2007. Subsequent payments shall be made each year between January 1 and January 15, until the debt has been retired on or about January 15, 2016.

4. The County Treasurer is authorized to issue drafts in accordance with items 1 and 2 above. Said funds to be utilized by VH, Inc., to purchase and rehabilitate the house (2,434 sq. ft.) and property (10,890 +/- square feet) located at 355 Yardville-Allentown Rd., Hamilton Township, NJ 08620.

5. The total cost for the acquisition and rehabilitation of said property is four hundred eighty-four thousand fifteen dollars ($484,015.00) as follows:

Funding Source	Amount
Mercer County HOME Program Grant	$259,400.00
Mercer County HOME Program Loan	$100,000.00
VH, Inc. Match	$124,615.00
GRAND TOTAL	$484,015.00

Said property (Block 2690, Lot 10) shall be deed restricted for a minimum period of twenty-five years (25) from the date of purchase. A copy of the deed shall be forwarded to the county by VH, Inc.

6. VH, Inc., agrees to all rules and regulations governing the HOME Investment Partnerships Program (24 CFR Part 92, 9/16/96 as amended) with emphasis on the following:

A. To maintain the affordability of the proposed units in the Project (the Units) for a minimum of twenty five (25) years from the completion of the construction Project in accordance with the following conditions:

(1) The rent for the Units must be the lesser of the fair market rent for existing housing comparable units in Mercer County as established by the Department of Housing and Urban Development ("HUD") per 24 CFR 888.111; or thirty percent (30%) of the adjusted income of a family whose gross income equals sixty-five percent (65%) of the median income for Mercer County as determined by HUD, subject to reductions or increases in this income ceiling as determined by HUD to be necessary because of area construction or rental costs. The maximum monthly rent must be reduced by a monthly allowance for any utilities and services (excluding telephone) paid by the tenant.

(2) Twenty percent (20%) of the Units must be occupied by families whose annual incomes do not exceed fifty percent (50%) of the median family income for Mercer County, as subject to reductions or increases in this income ceiling as determined by HUD to be necessary because of area construction or rental costs, and who pay as a contribution toward rent excluding any federal or state rental subsidy provided on behalf of the family not more than thirty percent (30%) of the families monthly adjusted income or occupied by families whose annual incomes do not exceed fifty percent (50%) of the median family income for Mercer County, as determined by HUD with adjustments for smaller and larger families, subject to reductions or increases in this income ceiling as determined by HUD to be necessary because of area construction or rental costs, and bearing rents not greater than thirty percent (30%) of the gross income of the families.

(3) The remaining eighty percent (80%) of the Units shall be occupied only by families whose annual incomes do not exceed eighty percent (80%) of the median income for Mercer County, as determined by HUD to be necessary because of area construction and rental costs.

B. To ensure that the Units will remain affordable and in compliance with the income and rental cost requirements of this Agreement, the Property will be subject to deed restriction or covenants running with the land setting forth the affordability requirement for not less than twenty five (25) years from the date of purchase.

C. VH, Inc., will verify that at least annually the income of every individual living at the residence is reviewed by the Section 8 Housing Assistance Department of the New Jersey Department of Community Affairs where appropriate.

D. VH, Inc., will comply with the project requirement in HUD Regulation 24 CFR 92, Subpart F, as applicable to the project.

E. The Units shall be maintained, at a minimum, in compliance with all applicable Housing Quality Standards and municipal housing code requirements during the term of this Agreement.

F. VH, Inc., will, in connection with the Project, comply with all federal laws and regulations described in 24, CFR 92, Subpart H, as applicable to the Project, except that PCV, LP, does not assume Mercer County's responsibilities for environmental review of the project set forth in 24 CFR Section 92.352 or the requirement for intergovernmental review set forth in 24 CFR Section 92.359.

G. VH, Inc., will comply with the tenant participant and protection requirements of 24 CFR Section 92.253 in connection with the leasing of the HOME Units.

H. VH, Inc., may make no request for disbursement of any funds under this Agreement until the funds are needed for payment of eligible costs. No request shall be for more than the amount needed to pay eligible costs.

I. VH, Inc., will maintain the following records for annual submission to Mercer County:

(a) Records of the composition of the family unit of tenants occupying the HOME Units and the rent charged for each HOME Unit;

(b) Records demonstrating that the Project meets the tenant participant and protection requirement of 24 CFR Section 92.253;

(c) Records demonstrating that the Project meets the property standards of 24 CFR section 92.251;

(d) VH, Inc., will annually provide Mercer County with all income records that it has for tenants of the HOME Units and will assist Mercer County in obtaining income records for the tenants of the HOME Units maintained by the Section 8 Housing Assistance Department of the New Jersey Department of Community Affairs.

J. In the event that VH, Inc., breaches any of the terms of this Agreement, the Grant shall be promptly repaid to Mercer County in full.

1. The Grant/Loan is strictly contingent upon VH, Inc., assurance that any existing or future contracts with vendors and/or contractors relative to the Project outlined herein incorporate all applicable federal regulations. VH, Inc., shall hold and save Mercer County harmless from any breach of said regulations by VH, Inc., its contractors, agents, servants and employees. The foregoing list includes independent contractors.

2. VH, Inc., agrees to complete acquisition of the Project within three (3) months of the date of this Agreement. Failure to maintain this schedule may result in the repayment of all HOME Program Funds as determined by the County.

3. VH, Inc., agrees to include as part of its annual audit of various VH, Inc., projects, an audit of the Grant funds received and disbursed during the preceding fiscal year, pertaining to the Project. A statement containing the results of this general audit, including audit information for the project, is to be submitted to Mercer County within one hundred days of December 31 of every year during the period this Agreement is in effect. In addition, VH, Inc., shall comply with standards for Grantees Financial Management Systems and Audit Requirement for State and Local Governments (OMB Circular A-133) which are incorporated by reference.

4. Should the County determine that any payments made to VH, Inc., were not used for eligible expenses as established by the Act and the applicable regulations, said payment or portions thereof shall be refunded to the County.

5. The County shall have the right annually to review all financial records maintained by VH, Inc., in relation to the Project, at a reasonable time and on reasonable notice to VH, Inc., If just cause exists, the County shall have the right to review VH, Inc., financial records for the Project on other occasions, at reasonable times and on reasonable notice to VH, Inc.

6. All purchases made by VH, Inc., shall conform with OMB Circular A-133 Procurement Standards, which are incorporated into this Agreement by reference.

7. VH, Inc., agrees to permit an authorized Mercer County Representative to visit the Project for evaluation purposes.

8. VH, Inc., agrees to take applications for tenants of the Units without regard to race, religion or natural origin of the applicant or recipient of services.

9. The obligations of Mercer County Home Program Grant/Loan are subject to the appropriation and availability of sufficient Home Program funds as determined by the County.

10. VH, Inc., shall indemnify and hold and save the County, its officials, agents and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages sustained by persons or property resulting on whole or in part from the negligent performance or omissions of any employee, agent or representative of said VH, Inc., in connection with the Project.

11. VH, Inc., shall not assign any interest in this Agreement without the prior written consent of the County.

12. The County may suspend, withhold or terminate payment of said Grant/Loan in whole or in part for the following reasons:

    a. Improper use of funds.

    b. Failure to comply with all the terms and conditions of this Agreement.

    c. Failure to comply with all conditions imposed by HUD.

    d. If the carrying out of the terms of this Agreement is determined impossible for any reason including changes in federal law or the unavailability of Home Investment Partnerships funds from HUD which are necessary for the Project.

13. At a minimum, VH, Inc., shall comply with all applicable federal law and regulations, including, but not limited to:

    Executive Order 11063
    Executive Order 11593
    Federal Labor Standards Provisions
    The Civil Rights Act of 1964

Title 8 of the Civil Rights Act of 1968
National Environmental Policy Act of 1969
Flood Disaster Protection Act of 1973(PL 93-234)
HUD Lead-Based Paint Poisoning Prevention of 1974
Clean Air Act, as amended, 42 USC 1857, et seq.
Archaeological and Historic Preservation Act of 1974
Architectural Barrier Act of 1968
Hatch Act
Federal Water Pollution Control Act, as amended, 33 USC 1251, et seq.
National Flood Insurance Program

14. Title II of the American Disabilities Act (ADA) requires that all programs, services and activities, which are contracted out by a governmental entity, must be accessible to a person with disabilities. VH, Inc., will comply with the provisions of Title II of the ADA. VH, Inc., will submit a written plan to the County, which describes the method in which the Project will be made available to disabled individuals as defined in ADA. Said plan must be submitted to the County Office of Housing and Community Development prior to execution of this agreement. VH, Inc, further ensures that it will not discriminate against disabled persons in any aspect of employment, inclusive of the application process, hiring, training, advancement and wages, benefits or employer-sponsored activities.

15. VH, Inc., shall submit to the County progress reports no less than annually in a form and number acceptable to the County upon request.

16. VH, Inc., shall indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys' fees), damages, expenses, and liability (including statutory, liability and liability under Workers Compensation laws) in connection with claims for damages as result of injury or death of any person or property damage to any property sustained by VH, Inc., and all other persons which arise from or on any manner grow out of any act or neglect on or about the said premises by VH, Inc., or their partners, agents, employees, customers, invitee, contractors, subcontractors, and vendors. This indemnification clause shall also include any and all claims and cost of same against the County, involving environmental impairment.

17. VH. Inc., covenants and agrees that prior to the beginning of this operation, it will produce and deliver to the County certificates of insurance written with an insurance company currently admitted in New Jersey, insuring the contractor and stating that the County of Mercer is and "ADDITIONAL NAMED INSURED WITH RESPECT ONLY TO LIABILITY COVERAGE AFFORDED BY THE POLICY", insuring against Bodily Injury and Property Damages in the amount of $1,000,000 combined single limit.

    Said liability insurance shall be the Comprehensive General Liability form including Premises Operations, and including Independent Contractors, Explosion, Collapse and Underground Hazard, Broad Form Property Damage and Blanket Contractual.

    A certification of insurance for Workers Compensations shall also be provided to the County.

18. County, in concert with VH, Inc., shall adopt affirmative marketing procedures and requirements, consisting of actions to provide information and attract eligible persons from all racial, ethnic and gender groups in the housing market and the project area.

19. County, in concert with VH, Inc., acting in concert with County, will determine the environmental effects of the project in accordance with the provisions of the National Environmental Policy Act of 1969, and report the same to the County as required. Funds will not be made available till such

time as all required environmental processes are completed and HUD has approved the release of funds.

20. The administrative and implementation of this Agreement shall be in strict accordance with all rules and regulations which govern the Home Investment Partnerships Program - Final Rule - 24 CFR Part 92 dated September 16, 1996, and as amended, shall take precedent over any and all conflicts contained within this Agreement. Home Investment Partnerships Programs rules and regulations are herein incorporated and made a part of this Agreement by reference.

21. This Agreement shall become null and void if for any reason adequate HOME Investment Partnerships Funds become unavailable to the Mercer County Program Consortium.

22. This Agreement shall be effective for the period of affordability which is twenty five (25) years from the date of acquisition.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers the day and year first above written.

ATTEST:

COUNTY OF MERCER

_____
Jerlene Worthy
Clerk to the Board

By:_____
Brian M. Hughes
County Executive

ATTEST:

VISITATION HOME, INC.

_____

By:_____
Executive Director

John F. Benevenga
MAYOR

The Township of Hamilton

Department of Community Planning and Compliance
Robert S. Warney, *Director*

July 28, 2010

Commissioner Lori Grifa Esq.
Department of Community Affairs
PO Box 800
Trenton, NJ 08625-0800

RE: Proposed Visitation Home (VH) new construction and rehabilitation in Hamilton Township

Dear Mrs. Grifa,

Hamilton Township would like to allocate $360,000.00 from the Affordable Housing Trust fund to Visitation Homes for the construction of a new two-story 4,000 sq. ft. foot home for the very low and low income people with disabilities and for the rehabilitation of two (2) other existing homes. The attached resolution to this effect was passed at the Township's July 20, 2010 Council Meeting.

Visitation Homes is proposing to build a new two-story, 4,000 sq. ft. home located between 417 (Visitation Home #1) Yardville-Allentown Road and 355 (Visitation Home #2) Yardville-Allentown Road. This new home will be occupied by very low and low income people with disabilities. The operation of this new home will be modeled after Visitation Home's two neighboring and highly successful operations. The total project will cost approximately $800,000.00.

We appreciate your consideration of this project for COAH credit. The Township is anxious to participate in this very worthwhile and proven project but cannot possibly assist this project financially without the use of the Trust Fund. Visitation Homes seems to have support from all involved local and county officials and is anxious to build the new home and renovate their existing two (2) properties, so we look forward to hearing from you regarding the next steps soon.

If you have any additional questions or concerns, please do not hesitate to contact me at (609) 890-3645 or at rpoppert@hamiltonnj.com. We would also welcome the

opportunity to discuss this with you in person, if you prefer, and to respond to any and all of your concerns at that time.

Sincerely,

Robert C. Poppert, PP, AICP
Principal Planner

RCP
File
w/attachment

Cc: John Ricci, Business Administrator, Hamilton Township (w/o attachment)
Rob Warney, Director, Community Planning and Compliance, Hamilton Township (w/o attachment)
Pamela Weintraub, Principal Planner, NJ Council on Affordable Housing (w/attachment)

51. Visitation Homes – 405 Yardville-Allentown Road

Visitation Home, Inc.

"Living Together as Family"

PO Box 11242 • Hamilton, NJ 08620

December 20, 2018

To Whom It May Concern:

This letter is to certify that Visitation Home, Inc. accepts only tenants who are considered to be low income. Our current residents' total monthly income ranges from $728 - $1,879. The source of this income is either Social Security and/or SSI Benefits.

Should you need additional information please feel free to contact me directly.

Have a beautiful day! Merry Christmas!

Sincerely,

Denise

Denise Reil
Executive Director

COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 10 305

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION AUTHORIZING APPLICATION TO VISITATION HOMES TO SUPPORT RENOVATIONS AT VH1 AND VH2 TO SUPPORT CONSTRUCTION OF NEW HOMES VH3 ($360,000.00)

WHEREAS, Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 20, 2005; and

WHEREAS, the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-30-1 et. seq.) and the COAH'S Third Round Substantive Rules (N.J.A.C. 5:94-1 et seq.); and

WHEREAS, Visitation Homes (VH), a New Jersey non-profit corporation had previously developed 10 units of special needs affordable housing in Hamilton Township at VH1 (417 Yardville-Allentown Road) and at VH2 (355 Yardville-Allentown Road); and

10 305

WHEREAS, Mayor John F. Bencivengo and the Council of Hamilton wishes to allocate $360,000.00 from the Township's Affordable Housing Trust Fund to Visitation Homes for the proposed development project of Visitation Homes 3 (VH3) in the amount of $300,000, which will be a new eight (8) unit special need affordable hosing project on Yardville-Allentown Road and for rehabilitation purposes for VH1 ($30,000) and VH2 ($30,000) also on Yardville-Allentown Road; and

WHEREAS, this allocation is subject to COAH approval of the creditworthiness of VH1, VH2 and VH3; and

WHEREAS, if the VH1, VH2 and VH3 units are not kept as affordable units for thirty (30) years and in accordance with CPAH rules, the $360,000.00 allocation shall be returned to the Township of Hamilton, with the deed being restricted accordingly; and

WHEREAS, it is in the best interest of the citizens of the Township of Hamilton to proceed with this commitment to Visitation Homes;

NOW, THEREFORE, BE IT RESOLVED that, subject to COAH's express approval, the proper municipal officials be and herby are authorized to allocate $360,000.00 from the Township's Affordable Housing Trust Fund to Visitation Homes for the development of VH1, VH2 and VH3.

ADOPTED BY COUNCIL ON July 20, 2010
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V	A.B	RES.	SEC.
KEVIN MEARA	✓					
DENNIS PONE	✓				✓	
KELLY YAEDE	✓					✓
EDWARD GORE	✓					
DAVID KENNY	✓					

X – Indicates Vote A.B. – Absent N.V. - Not Voting RES. - Moved SEC. - Seconded

JAN 17

Mercer County Clerk's Office

Return To:

HAMILTON TWP
2090 GREENWOOD AVE
PO BOX 00150
HAMILTON NJ 08650-0150

Index DEEDS

Book 06135 Page 0686

No. Pages 0005

Instrument DEED-MUNICIPAL

Date : 1/09/2012

Time : 12:27:58

Control # 201201090447

INST# RD 2012 000795

HAMILTON TWP

VISITATION HOME INC

Employee ID SUSANJ

RECORDING	$	3.00
DARM $3	$	3.00
NJPRPA	$	2.00
HTF $3	$	3.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
Total:	$	11.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

**********PLEASE NOTE**********
* DO NOT REMOVE THIS COVER SHEET - *
*IT CONTAINS ALL RECORDING INFORMATION *
****

Paula Sollami-Covello
Mercer County Clerk

D061350686DDMHAT

VOL 6135PG686

TRANSFER RECORDED
TOWNSHIP OF HAMILTON
No 166066
JUN 2 8 2012
Map 320
Block 2690
Lot 11.02

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

DEED RESTRICTION

YARDVILLE-ALLENTOWN ROAD, BLOCK 2690, LOT 11.02 (PARCEL A)
HAMILTON TOWNSHIP, MERCER COUNTY, NEW JERSEY

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 28 day of ~~November~~ December 2011 by and between Hamilton Township, Mercer County, New Jersey, a municipal corporation of the State of New Jersey, having its principal office at 2090 Greenwood Avenue, Hamilton, P.O. Box 150 New Jersey 08650-0150, and Visitation Home Inc., a New Jersey nonprofit corporation, whose address is 11 Innocenzi Drive, Hamilton Township, New Jersey 08690, the developer/sponsor (the "Owner") of a residential low-income or moderate-income rental project (the "Project"):

WITNESSETH:

ARTICLE 1. CONSIDERATION

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

ARTICLE 2. DESCRIPTION OF PROPERTY

The Property consists of all of the land, and improvements thereon, that is located in the municipality of the Township of Hamilton, Block 2690, Lot 11.02 (Parcel A as designated in Hamilton Township Planning Board Minor Subdivision Application No. 11-01-015) on the Tax Map of the Township of Hamilton, County of Mercer.

ARTICLE 3. AFFORDABLE HOUSING COVENANTS

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the unit, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and

2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other

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contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.

C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.

D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

ARTICLE 4. REMEDIES FOR BREACH OF AFFORDABLE HOUSING COVENANTS

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Township of Hamilton, Mercer County, New Jersey and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

Owner
Visitation Home, Inc.
A New Jersey Not for Profit Corporation

Denise Reil
Denise Reil, Executive Director

Cliff Mullam, Vice President

Attest as to Visitation Home Inc.:

Michele Cuiule
Print or Type Name Below Signature

VOL 5135 PG 688

John Bencivengo, Mayor
Hamilton Township, Mercer County, New Jersey

Witnessed by:

Eileen Gore, Municipal Clerk
Hamilton Township, Mercer County, New Jersey

STATE OF NEW JERSEY :

ss.:

COUNTY OF MERCER :

I certify that on November 8, 2011, Michele Cuiule, Secretary, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

1. this person is the Secretary of Visitation Home, Inc., the corporation named in this document;

2. this person is attesting witness to the signing of this instrument by the proper corporate officers who are Denise Reil, Executive Director and Cliff Mallam, Vice President of the corporation;

3. the corporation has authorized the execution and delivery of this instrument in accordance with the terms of its Articles of Incorporation and Bylaws for good and valuable consideration; and.

4. this person knows the proper seal of the corporation which was affixed to this document; and

5. this person signed this proof to attest to the truth of these facts.

Michele Cuiule, Secretary

Signed and sworn before me on November 8, 2011

PAMELA S LLOYD
A Notary Public of the State of New Jersey
My Commission Expires April 13, 2013

STATE OF NEW JERSEY :

ss.:

COUNTY OF MERCER :

I certify that on ~~November~~ December 28, 2011, John Bencivengo, known and known to me to be the Mayor Hamilton Township, Mercer County, New Jersey, the Municipality identified as such in the foregoing Agreement, who states that he is duly authorized to execute said Agreement on behalf of said Municipality, and that he has so executed the foregoing Agreement for the purposes stated therein.

Andrea M. Briscese
A Notary Public of the State of New Jersey
My Commission Expires June 17, 2013

Record and Return to:
Office of the Municipal Clerk
Township of Hamilton
2090 Greenwood Avenue
P.O. Box 00150
Hamilton, New Jersey 08650-0150

VOL 6135PG689

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 11 044

1ST READING November 28, ~~2011~~
2ND READING & PUBLIC HEARING December 20, 2011
WITHDRAWN _____ LOST _____

DATE TO MAYOR December ~~21, 2011~~
DATE RESUBMITTED TO COUNCIL _____
DATE EFFECTIVE January 12, 2012

APPROVED AS TO FORM AND LEGALITY
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY
TITLE

ORDINANCE ACCEPTING A DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING (Visitation Home, Inc.; Yardville-Allentown Road; Block 2690, P/O Lot 11.02)

Whereas the owner of the land listed below has presented a Deed-Restricted Affordable Housing Property with Restrictions on Resale and Refinancing to the Township of Hamilton consistent with requirements imposed as a condition of a Planning Board Application No. 11-01-015, which said lands are more particularly described in said deed attached hereto;

40

Whereas the Council of the Township of Hamilton deems it to be in the best public interest of the Township of Hamilton to accept the above mentioned deed;

Now, Therefore, Be It Ordained by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the Deed-Restricted Affordable Housing Property with Restrictions on Resale and Refinancing for public purposes as presented to the Township of Hamilton by the respective owner listed below, be and hereby is accepted;

Be It Further Ordained that the Municipal Clerk be and hereby is authorized to record same in the Office of the Clerk of Mercer County and to plot said deed in the Township of Hamilton Engineer's Office.

NAME/ADDRESS	SECTION	LOT	AMOUNT
Visitation Home, Inc. 11 Innocenzi Drive Hamilton, New Jersey 08690 (Yardville-Allentown Road)	2690	P/O 11.02	Deed-Restricted Affordable Housing Property with Restrictions on Resale and Refinancing

Any Ordinance or Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

This Ordinance shall become effective immediately upon final adoption and publication thereof according to law.

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

First Reading							Second Reading						
COUNCIL	AYE	NAY	NV	AB	ORD	SEC	COUNCIL	AYE	NAY	NV	AB	ORD	SEC
Kevin J. Meara	✓				✓		Kevin J. Meara	✓					
David J. Kenny	✓					✓	David J. Kenny	✓					
Kelly Yaede	✓						Kelly Yaede	✓					✓
Edward R. Gore	✓						Edward R. Gore	✓				✓	
Dennis A. Pone	✓						Dennis A. Pone	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting ORD. - Moved SEC. - Seconded

REJECTED _____
APPROVED X
RECONSIDERED BY COUNCIL _____

JOHN F. BENCIVENGO, MAYOR

12/22/11
DATE

OVERRIDE VOTE AYE _____ NAY 972

W:\SHARED\COUNCIL\Ordinance\DEEDS\Accept.1pg.DeedRestric.VisitationHome.2011.wpd

11-045
11-044

FORNARO FRANCIOSO LLC
COUNSELLORS AT LAW
98 FRANKLIN CORNER ROAD, LAWRENCEVILLE, NEW JERSEY 08648
TELEPHONE 609-584-6104 ♦ TELEFAX 609-584-2709

RICHARD D. FORNARO*
ANTHONY R. FRANCIOSO*

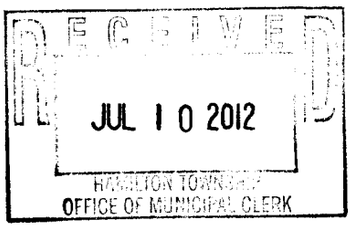
Of Counsel
KATHLEEN A. FRANCIOSO*

*MEMBERS OF THE NEW JERSEY & PENNSYLVANIA BAR

July 3, 2012

Via FedEx 1-609-658-0995

Denise Reil, Executive Director
Visitation Home Inc.
417 Yardville Allentown Road
Hamilton, New Jersey 08620



Re: Hamilton Township Planning Board Application No. 11-01-015
Minor Subdivision Approval
Applicant/Owner: Visitation Home, Inc.
Development: Visitation Home II
Property: 417 Yardville – Allentown Road, Hamilton Township, Mercer County, New Jersey
Block and Lot: Maps 320, Section 2690, Lot 11
File No. Visitation Home 2009 09257

Dear Ms. Reil:

Enclosed please find the originals of the Visitation Home Inc. following which have been recorded by the Mercer County Clerk and filed for tax record purposes with Hamilton Township as indicated by the filing/plotting designations on the face of the instruments:

1. Minor Subdivision Deed - Yardville-Allentown Road, Block 2690, Lot 11.01 (Parcel B), Hamilton Township, Mercer County, New Jersey; recorded by Mercer County Clerk on June 18, 2012 as Instrument No. 2012028480, Deed Book 6150, Pages 398 – 415; Hamilton Township Transfer Recording Reference No. 166063 on June 28, 2012

2. Minor Subdivision Deed - Yardville-Allentown Road, Block 2690, Lot 11.02 (Parcel A), Hamilton Township, Mercer County, New Jersey; recorded by Mercer County Clerk on June 18, 2012 as Instrument No. 2012028481, Deed Book 6150, Pages 416 – 435; Hamilton Township Transfer Recording Reference No. 166064 on June 28, 2012

These documents should be retained by Visitation Home Inc. with its business records in a safe location, such as a fireproof records box or safe deposit box.

We were glad to work with Visitation Home Inc. on this project and look forward to the next one.

Very truly yours,
FORNARO FRANCIOSO LLC
Richard D. Fornaro
Richard D. Fornaro, Esq.

RDF/
enclosures

c: Eileen Gore, Hamilton Township Municipal Clerk

H:\Clients\Visitation Home Inc\Visitation Home 2009\Correspondence\Client 002 Recorded Subdiv Deed 07032012.doc

ORD 11-044

20P 233-2- HAT

Prepared By:
Richard D. Fornaro, Esq.
Fornaro Francioso LLC

DEED - MINOR SUBDIVISION

Yardville-Allentown Road, Block 2690, Lot 11.02 (Parcel A)
Hamilton Township, Mercer County, New Jersey

This Deed is made on November 4, 2011 between Visitation Home Inc., a New Jersey nonprofit corporation, whose address is 11 Innocenzi Drive, Hamilton Township, New Jersey 08690 hereinafter referred to as GRANTOR, and Visitation Home Inc., a New Jersey nonprofit corporation, whose address is 11 Innocenzi Drive, Hamilton Township, New Jersey 08690, hereinafter referred to as GRANTEE.

(The words "GRANTOR" and "GRANTEE" shall include all Grantors and Grantees under this Deed.)

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of *One Dollar and No Cents ($1.00)* and other good and valuable consideration. The Grantor acknowledges receipt of this consideration.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Township of Hamilton, Block 2690, Lot 11.02 (Parcel A as designated in Hamilton Township Planning Board Minor Subdivision Application No. 11-01-015) on the Tax Map of the Township of Hamilton, County of Mercer, Account No. .

____ No property tax identification number is available on the date of this deed. (Check if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Township of Hamilton, County of Mercer and State of New Jersey. The legal description is:

See Description annexed hereto as Schedule A

This is a Deed - Minor Subdivision Approval and it is being entered into by the Grantor in accordance with the terms of a Resolution of Memorialization (annexed hereto as Schedule B) adopted by the Hamilton Township Planning Board on April 14, 2011 in approving the Minor Subdivision Application No. 11-01-015 of Grantor and Applicant Visitation Home Inc.

Being subject to operative covenants, restrictions and easements of record.

Being subject to Affordable Housing Covenants as set for in the Deed Restriction annexed hereto as Schedule C.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a Covenant as to Grantor's Acts (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation this Deed is signed by its properly empowered corporate officer(s) and its corporate seal is affixed.

Grantor
Visitation Home, Inc.
A New Jersey Not for Profit Corporation

Denise Reil
Denise Reil, Executive Director

Cliff Mallam, Vice President

Attest as to Visitation Home Inc.:

Michele Curiale
Michele Curiale
Print or Type Name Below Signature

TRANSFER RECORDED
TOWNSHIP OF HAMILTON
No 166064
JUN 28 2012
Map 320
Block 2690
Lot 11.02

INSTR # 2012028481
D BK 6150 PG 416 Pgs 416 - 435 (20 pgs)
RECORDED 06/18/2012 10:47:49 AM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY
RTF TOTAL TAX $2.00

This Deed is signed by the Hamilton Township Planning Board Chairman and Secretary respectively in connection with the approvals as set forth above.

Joseph B. Bellina, Chairman
Hamilton Township Planning Board

Witnessed by:

Please print name below signature

Timothy Amisen, Secretary
Hamilton Township Planning Board

Witnessed by:

Please print name below signature

STATE OF NEW JERSEY :

ss.:

COUNTY OF MERCER :

I certify that on November 9, 2011, Michele Cuiule, Secretary, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

1. this person is the Secretary of Visitation Home, Inc., the corporation named in this document;

2. this person is attesting witness to the signing of this instrument by the proper corporate officers who are Denise Reil, Executive Director and Cliff Mallam, Vice President of the corporation;

3. the corporation has authorized the execution and delivery of this instrument in accordance with the terms of its Articles of Incorporation and Bylaws for good and valuable consideration; and.

4. this person knows the proper seal of the corporation which was affixed to this document; and

5. this person signed this proof to attest to the truth of these facts.

Michele Cuiule, Secretary

Signed and sworn before me on November 8, 2011

PAMELA S. LLOYD
A Notary Public of the State of New Jersey
My Commission Expires April 13, 2013

RECORD & RETURN TO
RICHARD D. FORNARO, ESQ.
FORNARO FRANCIOSO LLC
98 FRANKLIN CORNER ROAD
LAWRENCEVILLE, NEW JERSEY 08648

H:\Clients\Visitation Home Inc\Visitation Home 2009\Subdivision Deed\Visitation Home Minor Subdiv Deed Lot 11.02 FINAL 11042011.docx

SCHEDULE A

TELEPHONE 609-588-0011
FAX 609-588-8678

LANNING ENGINEERING CO., INC.
CONSULTING ENGINEERS & LAND SURVEYORS

3123 KLOCKNER ROAD

HAMILTON, NEW JERSEY 08690

March 28, 2011

Description of Property
Township of Hamilton
Mercer County, New Jersey

Visitation Home, Inc.
405 Yardville-Allentown Road
Block 2690 Lot 11.02

All that certain lot, tract or parcel of land, situate, lying and being in the Township of Hamilton, County of Mercer and State of New Jersey, and being known as Lot 11.02 on a plan entitled "Plan of Subdivision" for Visitation Home, Inc., Block 2690 Lot 11 dated 12/20/10 prepared by Lanning Engineering Co., Inc. and being more particularly bounded and described as follows, to wit:

Beginning at a point on the new southerly line of Yardville-Allentown Road, said point being the following courses from the southwesterly corner of Lot 14 in Block 2694 being the point of intersection of the southeasterly line of Clarendon Avenue, 50.00 feet wide, with the northerly line of Yardville-Allentown Road:

a) Along the extension of the southeasterly line of Clarendon Avenue, South 21°30'00" West, a distance of 35.00 feet to a point on the centerline of the Yardville-Allentown Road, thence

b) Along the centerline of the Yardville-Allentown Road, North 67°48'00" West, a distance of 45.00 feet to a point, thence

c) Along the extension of the southeasterly line of Lot 10 in Block 2690, South 22°12'00" West, a distance of 40.00 feet to the BEGINNING POINT and running, thence

1) Along the new southerly line of the Yardville-Allentown Road as it runs parallel and distant 40.00 feet from its centerline, South 67°48'00" East, a distance of 140.00 feet to a monument, thence

2) Along the southeasterly line of Lot 11.02, South 22°12'00" West, a distance of 150.00 feet to a monument, thence

3) Along the southerly and rear line of Lot 11.02, North 67°48'00" West, a distance of 140.00 feet to a pin, said pin being the corner common to Lot 10 and Lot 11.02, thence

Description of Property
Visitation Home, Inc.
405 Yardville-Allentown Road
Block 2690 Lot 11.02
Township of Hamilton, Mercer County

4) Along a line common to Lot 11.02 and Lot 10, North 22°12'00" East, a distance of 150.00 feet to the point and place of BEGINNING.

The above described Lot 11.02 in Block 2690 containing 21,000 square feet of land.

Prepared by:
LANNING ENGINEERING CO., INC.

AMERICO LUCCHI, P.L.S.
PROFESSIONAL LAND SURVEYOR
NEW JERSEY LICENSE NO. 24GS02241600

AL:bel
c:\mydocs\hamilton\visitationhome-11.02 m&b

SCHEDULE B

RESOLUTION OF MEMORIALIZATION
GRANTING MINOR SUBDIVISION APPROVAL AND
VARIANCE RELIEF FROM FRONT YARD SETBACK
FOR THE PURPOSE OF CREATING TWO (2) LOTS
VISITATION HOME, INC.
417 YARDVILLE-ALLENTOWN ROAD
MAP 320, SECTION 2690, LOT 11
ZONED: R-10
APPLICATION NO. 11-01-015

Approval Date: March 10, 2011
Memorialized on: April 14, 2011

WHEREAS, the Planning Board of the Township of Hamilton (the **"Board"**) is empowered, pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1, et. seq. to hear and determine certain applications for development; and

WHEREAS, the applicant is Visitation Home, Inc. (the **"Applicant"**); and

WHEREAS, the applicant is the owner of the property designated on the Township's Tax Map as Map 320, Block 2690, Lot 11, located in the R-10 zoning district (the **"Property"**); and

WHEREAS, the subject matter is within the jurisdiction of the Board; the appropriate Affidavit of Proof of Service and Publication of Notice was submitted to the Board and the Board's Attorney who reviewed the Affidavit and found that it had jurisdiction to hear and decide the Application; and

WHEREAS, the Board held a hearing on this Application on March 10, 2011, at the Hamilton Township Municipal Building, 2090 Greenwood Avenue, Hamilton, New Jersey; and

WHEREAS, the Board and its Professionals reviewed the following plans, reports and written materials submitted by the Applicant, which plans, reports and written materials were admitted into evidence and incorporated as part of the Record:

1. Hamilton Township Planning Board Application No. 11-01-015;

2. Plan of Subdivision of Visitation Home, Inc., prepared by Lanning Engineering dated December 20, 2011. Sheets; Cover, C-2 to C-6

3. Architectural elevations and floor plans prepared by Kyle Pal Van Dyke dated December 21, 2010. Sheets; A0.1 and A0.2

4. Preliminary Site Investigation Report prepared by Melick-Tully and Associates dated September 9, 2010;

5. Foundation Investigation Report prepared by Melick-Tully and Associates dated August 24, 2010

6. Estimate for Developers Bond prepared by Lanning Engineering dated December 16, 2010

7. Rider to Form No. 3 – requested waivers for Visitation Homes dated December 16, 2010

WHEREAS, at the hearing, the Board considered the following reports presented by Township's professionals and incorporated these reports as part of the record without objection:

1. Memorandum from Robert C. Poppert, Division of Planning, dated March 10, 2011,

2. Memorandum from Richard S. Williams, Division of Engineering, dated February 24, 2011

WHEREAS, the Board reviewed the following Exhibits which were presented by the Applicant, marked, admitted into evidence and incorporated as part of the Record:

A-1 Plan of subdivision

A-2 House location plan

WHEREAS, at the hearing, the following Township Professionals offered testimony and advice to the Board and were questioned and/or cross-examined by the Board, the Applicant's legal representative and were available to questioning from the public:

Robert C. Poppert, P.P., A.I.C.P. - Township Planner

Richard S. Williams, P.E. - Township Engineer

WHEREAS, at the hearing, the Applicant was represented by Richard Fornaro, Esquire. Mr. Fornaro provided an overview of the project, explained that the purpose of the subdivision was to permit the construction of an additional house to be used by low and very low income housing for adults with disabilities. Mr. Fornaro explained that only one variance was required which was an existing condition as well as several minor waivers, many of which are also existing conditions; and

WHEREAS, at the hearing, Mr. Fornaro introduced and examined his witness, namely, Fran Goeke, a professional engineer; and

WHEREAS, the applicant's witness, Mr. Fran Goeke, a professional engineer (accepted as an expert engineer) testified at the March 10, 2011, public hearing that:

- The property is located at 417 Yardville-Allentown Road (County Route 524) in the R-10 zone;
- Yardville Elementary School is approximately 200' east of the subject property;
- The applicant proposes to subdivide Lot 11, having an area of 4.056 acres into two (2) lots. One lot will retain the existing dwelling at 417 Yardville-Allentown Road (PARCEL "B") and one lot for future residential construction (PARCEL "A")
- Parcel A shall contain the garage originally associated with the dwelling on Parcel B and will, temporarily, be without a principal building;
- The applicant will require a variance from the minimum front yard setback in the R-10 which requires 30' whereas 7.7 feet is proposed after certain lands are dedicated to the

County of Mercer for road widening purposes. However, Mr. Goeke noted that this is an existing condition.

- Waivers will be required from the installation of curb and sidewalk along the frontage of both lots;
- Waivers will be required from the requirements of Section 160-119(j)(1), that only one (1) driveway access shall be permitted for any residential lot. Parcel B has two (2) access points to Yardville-Allentown Road via a pre-existing "horseshoe" driveway, again, an existing condition;
- Waiver will be required from the dictates of Section 160-119(j)(4), which indicates that driveways shall be no closer than five feet (5') to any side or rear property line. As proposed, the existing driveways will now cross the new lot line, therefore, requiring a waiver. Zero feet (0') is proposed where as five feet (5') is required. Again, this is an existing condition.
- Waiver will be required from the dictates of Section 160-119(j)(4) because the proposed driveway on Parcel A will be at least 55 feet to 72 feet wide at the widest point whereas the Ordinance requires that the width not exceed 20 feet.
- Waiver will be required from Ordinance standards requiring that all utilities be located underground.
- That the proposed variance is minor in nature, pre-existing; that the grant of same will advance the purposes of the New Jersey Municipal Land Use Law in that the subdivision represents an effective use of land and will contribute to the well being of persons, neighborhoods and communities;
- There is no substantial detriment to the zoning ordinance or to the general welfare.

- Mr. Goeke provided full and complete responses to all questions from the Planning Board Members.

WHEREAS, Hamilton Township's Professional Planner, Robert C. Poppert offered testimony and advice to the Board that he could support the application since the applicant had agreed to all of the recommendations set forth in his report dated March 10, 2011, reiterating some of the conditions set forth therein and reviewing the variances and waivers required by the applicant;

WHEREAS, the Hamilton Township Engineer, Richard S. Williams, P.E., offered testimony and gave advice to the Board that he could support the application since the applicant had agreed to all of the recommendations set forth in his report dated February 24, 2011, reiterating some of the conditions set forth therein and otherwise did not offer additional testimony; and

WHEREAS, at the conclusion of the aforesaid testimony, the public was provided the opportunity to comment and otherwise participate in the proceeding. One member of the public, Ames Hoyt, chose to participate and ask questions relative to the conservation zone and the interpretation of the Ordinances regarding same. Having received a satisfactory explanation, Mr. Hoyt had no objection to the application. No one else spoke, and the public portion of the meeting was then closed, and the Board began its deliberation; and

WHEREAS, the Board based its review of the application upon the testimony presented, the reports reviewed, the information contained in the application, the representations made by the Applicant and its attorney, and the testimony provided during the hearing and makes the following factual findings and conclusions of law:

(a) the subject matter of this application is within the jurisdiction of the Board, and the Board has acted within the time required by law;

(b) the applicant seeks minor subdivision approval of the property known as 417 Yardville-Allentown Road, Map 320, Section 2690, Lot 11 located in the R-10 zoning district;

(c) the property requires variance relief from the minimum front yard setback in the R-10 zone which is a pre-existing condition;

(d) the property requires waiver relief from the requirement that curb and sidewalk be installed along the frontage of any lot created; from the prohibition that a garage will temporarily exist on a lot without a principal building; that only one driveway access shall be permitted for any residential lot; that driveways shall be no closer than five feet to any side or rear property line; that only one driveway may be permitted per single family, not to exceed a width of 20 feet;

(e) The Board agrees with and adopts the testimony of the applicant's engineer, Fran Goeke, regarding the basis and justification under the Ordinance, namely, that the requested variance is minor in nature, pre-existing, protects the intent and purpose of the zone plan, is in keeping with the character of the neighborhood and protects the general welfare, creates a desirable visual environment, and is an effective use of land. Similarly, the waivers requested are minor in nature and, for the most part, are pre-existing. Further, there is no substantial detriment to the zone plan or to the general welfare, especially given the fact that the applicant has agreed to all of the conditions set forth in the Reports of the Township Planner and Township

Engineer. It is also noted that there is no development in the steep slope area and, therefore, the steep slope ordinance is inapplicable.

NOW, THEREFORE, the Board does hereby grant Applicant's request for minor subdivision approval, variance relief from a pre-existing front yard setback and various design waivers for the purpose of creating two (2) lots, subject to the following conditions:

1. The testimony of all witnesses called on behalf of the Applicant being true and accurate.

2. All exhibits offered by the Applicant and the Application being accurate depictions of that which they purport to represent;

3. The action of the Board in approving the application shall not relieve the applicant of responsibility for any damage caused by the applicant nor does the Board accept any responsibility for the project.

4. The applicant shall comply with the terms and conditions established by any other reviewing agency having jurisdiction over the property.

5. To the extent not already provided, the applicant shall provide a copy of all plans and reports in electronic format on a CD disc before mylars are signed. The plans are to be in AutoCAD version not later than 2005, correspondence in Word format and estimates in Excel version not later than 2003.

6. The applicant shall revise and/or resubmit plans, drawings, specifications and details to the Township Engineer, if necessary, with respect to the required changes, amendments and omissions, which submissions shall be reviewed and approved by the Township Engineer.

7. The applicant shall include the application number within the subject line of all correspondence relating to this approval or the application, and the application number shall be shown adjacent to the title block on all plans.

8. All resubmissions of plans, reports and other documents shall be accompanied by a cover letter which describes the purpose of the resubmissions, includes appropriate references and lists specific changes and additions included in the resubmissions. Along with the listing, there shall be a reference to the related page number where the change/addition was incorporated. The change/addition shall be highlighted. Also, the transmittal letter shall specifically state that there are no other changes, modifications or additions to the plan or report, and so on.

9. The applicant shall comply with comments of the Hamilton Township Planner, Robert C. Poppert, contained in his Report dated March 10, 2011;

10. The applicant shall comply with the comments of the Hamilton Township Engineer, Richard S. Williams, contained in his Report dated February 24, 2011.

11. It is noted that the applicant agreed to the conditions set forth in each of the aforementioned reports and any reports cited in therein.

12. All representations, affirmations and confirmations made by the applicant or its representatives throughout the course of these proceedings are incorporated herein.

13. Such other and further conditions as were required by the Board (even if overlooked and not specifically set forth in this Resolution) as part of its approval.

The date of the decision shall be March 10, 2011, except the date of decision for purposes of: 1) mailing a copy of the decision to the Applicant within ten (10) days of the date of the decision; 2) filing a copy of the decision with the Administrative Officer; and 3) publication of notice of the decision. The date of publication of the notice of the decision shall be the date for commencement of the vesting protection.

CERTIFICATION

I, Tim Amison, the Secretary of the Planning Board of the Township of Hamilton, do certify that the foregoing is a true and correct copy of the Resolution duly adopted by the Planning Board of the Township of Hamilton at its regular meeting held on Thursday, April 14, 2011.

Tim Amison, Secretary
Hamilton Township Planning Board

SCHEDULE C

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

DEED RESTRICTION

YARDVILLE-ALLENTOWN ROAD, BLOCK 2690, LOT 11.02 (PARCEL A)
HAMILTON TOWNSHIP, MERCER COUNTY, NEW JERSEY

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 1 day of ~~February~~ March 2012 by and between Hamilton Township, Mercer County, New Jersey, a municipal corporation of the State of New Jersey, having its principal office at 2090 Greenwood Avenue, Hamilton, P.O. Box 150 New Jersey 08650-0150, and Visitation Home Inc., a New Jersey nonprofit corporation, whose address is 11 Innocenzi Drive, Hamilton Township, New Jersey 08690, the developer/sponsor (the "Owner") of a residential low-income or moderate-income rental project (the "Project"):

WITNESSETH:

ARTICLE 1. CONSIDERATION

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

ARTICLE 2. DESCRIPTION OF PROPERTY

The Property consists of all of the land, and improvements thereon, that is located in the municipality of the Township of Hamilton, Block 2690, Lot 11.02 (Parcel A as designated in Hamilton Township Planning Board Minor Subdivision Application No. 11-01-015) on the Tax Map of the Township of Hamilton, County of Mercer.

ARTICLE 3. AFFORDABLE HOUSING COVENANTS

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the unit, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and

2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other

contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.

C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.

D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

ARTICLE 4. REMEDIES FOR BREACH OF AFFORDABLE HOUSING COVENANTS

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Township of Hamilton, Mercer County, New Jersey and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

Owner
Visitation Home, Inc.
A New Jersey Not for Profit Corporation

Denise Reil
Denise Reil, Executive Director

Cliff Mallam, Vice President

Attest as to Visitation Home Inc.:

Michele Cuiule
Print or Type Name Below Signature

John Bencivengo, Mayor
Hamilton Township, Mercer County, New Jersey

Witnessed by:

Eileen Gore, Municipal Clerk
Hamilton Township, Mercer County, New Jersey

STATE OF NEW JERSEY :

ss.:

COUNTY OF MERCER :

I certify that on ~~February~~ March 1, 2012, Michele Cuiule, Secretary, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

1. this person is the Secretary of Visitation Home, Inc., the corporation named in this document;

2. this person is attesting witness to the signing of this instrument by the proper corporate officers who are Denise Reil, Executive Director and Cliff Mallam, Vice President of the corporation;

3. the corporation has authorized the execution and delivery of this instrument in accordance with the terms of its Articles of Incorporation and Bylaws for good and valuable consideration; and.

4. this person knows the proper seal of the corporation which was affixed to this document; and

5. this person signed this proof to attest to the truth of these facts.

Michele Cuiule, Secretary

Signed and sworn before me on ~~February~~ March 1, 2012

ELENE DETTMER
A Notary Public of the State of New Jersey
My Commission Expires 8/30/2012

STATE OF NEW JERSEY :

ss.:

COUNTY OF MERCER :

I certify that on ~~February~~ March 1, 2012, John Bencivengo, known and known to me to be the Mayor Hamilton Township, Mercer County, New Jersey, the Municipality identified as such in the foregoing Agreement, who states that he is duly authorized to execute said Agreement on behalf of said Municipality, and that he has so executed the foregoing Agreement for the purposes stated therein.

ELENE DETTMER
A Notary Public of the State of New Jersey
My Commission Expires 8/30/2012

GIT/REP-3
(5-12)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Names(s)

Visitation Home Inc.

Current Resident Address:

Street: 11 Innocenzi Drive

City, Town, Post Office	State	Zip Code
Hamilton	NJ	08690

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
2690	11.02	

Street Address:
Yardville-Allentown Road

City, Town, Post Office	State	Zip Code
Hamilton	NJ	

Seller's Percentage of Ownership	Consideration	Closing Date
100%	$1.00	11/4/0201

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. ☒ The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).

   ☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. ☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

6/15/2012
Date

Attorney in Fact
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

DEED PLOTTING RECEIPT

June 26, 2012
Date

No 97808

TOWNSHIP OF HAMILTON, MERCER COUNTY, NEW JERSEY
DIVISION OF ENGINEERING
2090 GREENWOOD AVE. • PO BOX 00150 • HAMILTON, NJ 08650-0150

Grantor Visitation Home, INC.

Grantee Visitation Home, INC.

Received of Fornaro Francisco LLC

$25.00
FEE

Map 320
Section 2690
Lot 11.02

R.S. Williams
Township Engineer

By

E-1 (rev. 2/00)

TOWNSHIP OF HAMILTON
DEPARTMENT OF LAW
INTEROFFICE ADVISORY MEMORANDUM

TO: Eileen A. Gore, RMC, CMC
Municipal Clerk

FROM: Lindsay L. Burbage, Esquire
Director, Department of Law

12-28-11

DATE: December 28, 2011

SUBJECT: Visitation Home, Inc.
Mandatory Deed Restriction for Rental Projects
Block 2690, P/O Lot 11.02
Yardville-Allentown Road
Ordinance No. 11-044

Eileen:

Attached please find the original document listed below from Visitation Home, Inc. to the Township of Hamilton:

Mandatory Deed Restriction for Rental Projects

Approval of this document was authorized by Ordinance No. 11-044 passed by Hamilton Township Council on December 20, 2011.

Please arrange to have this document recorded in the Mercer County Clerk's Office and plotted on the Township Tax Maps (if applicable). After the recorded document is returned to your office, please forward a copy of same to this office for transmittal to Visitation Home, Inc. Thereafter, it would be appreciated if you would retain this document in your files for permanent record.

Thank you. Please see me with any questions.

JAN 3 2012

OFFICE OF THE CLERK

LLB:amb

attachments

W:\SHARED\MUNCLERK\RECORD.DOC\DeedRestriction.AfterAdopt.wpd

"America's Favorite Hometown"

DEED RESTRICTION

YARDVILLE-ALLENTOWN ROAD, BLOCK 2690, LOT 11.02 (PARCEL A)
HAMILTON TOWNSHIP, MERCER COUNTY, NEW JERSEY

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 28 day of ~~November~~ December 2011 by and between Hamilton Township, Mercer County, New Jersey, a municipal corporation of the State of New Jersey, having its principal office at 2090 Greenwood Avenue, Hamilton, P.O. Box 150 New Jersey 08650-0150, and Visitation Home Inc., a New Jersey nonprofit corporation, whose address is 11 Innocenzi Drive, Hamilton Township, New Jersey 08690, the developer/sponsor (the "Owner") of a residential low-income or moderate-income rental project (the "Project"):

WITNESSETH:

ARTICLE 1. CONSIDERATION

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

ARTICLE 2. DESCRIPTION OF PROPERTY

The Property consists of all of the land, and improvements thereon, that is located in the municipality of the Township of Hamilton, Block 2690, Lot 11.02 (Parcel A as designated in Hamilton Township Planning Board Minor Subdivision Application No. 11-01-015) on the Tax Map of the Township of Hamilton, County of Mercer.

ARTICLE 3. AFFORDABLE HOUSING COVENANTS

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the unit, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and

2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other

contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").

B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.

C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.

D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

ARTICLE 4. REMEDIES FOR BREACH OF AFFORDABLE HOUSING COVENANTS

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Township of Hamilton, Mercer County, New Jersey and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

Owner
Visitation Home, Inc.
A New Jersey Not for Profit Corporation

Denise Reil
Denise Reil, Executive Director

Cliff Mallam, Vice President

Attest as to Visitation Home Inc.:

Michele Cuiule
Print or Type Name Below Signature

John Bencivengo, Mayor
Hamilton Township, Mercer County, New Jersey

Witnessed by:

Eileen Gore, Municipal Clerk
Hamilton Township, Mercer County, New Jersey

STATE OF NEW JERSEY :

ss.:

COUNTY OF MERCER :

I certify that on November 8, 2011, Michele Cuiule, Secretary, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

1. this person is the Secretary of Visitation Home, Inc., the corporation named in this document;

2. this person is attesting witness to the signing of this instrument by the proper corporate officers who are Denise Reil, Executive Director and Cliff Mallam, Vice President of the corporation;

3. the corporation has authorized the execution and delivery of this instrument in accordance with the terms of its Articles of Incorporation and Bylaws for good and valuable consideration; and.

4. this person knows the proper seal of the corporation which was affixed to this document; and

5. this person signed this proof to attest to the truth of these facts.

Michele Cuiule, Secretary

Signed and sworn before me on November 8, 2011

PAMELA S. LLOYD
A Notary Public of the State of New Jersey
My Commission Expires April 13, 2013

STATE OF NEW JERSEY :

ss.:

COUNTY OF MERCER :

I certify that on ~~November~~ December 28, 2011, John Bencivengo, known and known to me to be the Mayor Hamilton Township, Mercer County, New Jersey, the Municipality identified as such in the foregoing Agreement, who states that he is duly authorized to execute said Agreement on behalf of said Municipality, and that he has so executed the foregoing Agreement for the purposes stated therein.

Andrea M. Briscese
A Notary Public of the State of New Jersey
My Commission Expires June 17, 2013

Record and Return to:
Office of the Municipal Clerk
Township of Hamilton
2090 Greenwood Avenue
P.O. Box 00150
Hamilton, New Jersey 08650-0150

52. Visitation Homes – 417 Yardville-Allentown Road

Visitation Home, Inc.

"Living Together as Family"

PO Box 11242 • Hamilton, NJ 08620

December 20, 2018

To Whom It May Concern:

This letter is to certify that Visitation Home, Inc. accepts only tenants who are considered to be low income. Our current residents' total monthly income ranges from $728 - $1,879. The source of this income is either Social Security and/or SSI Benefits.

Should you need additional information please feel free to contact me directly.

Have a beautiful day! Merry Christmas!

Sincerely,

Denise

Denise Reil
Executive Director

609.658.0995 visitationhome.org 609.585.2151

Home Investment Partnerships Program
Consortium Agreement Between Mercer County
And Visitation Home, Inc., Awarding
An Affordable Housing Grant/Loan
Totaling $400,000.00

AGREEMENT

THIS AGREEMENT is made this__ day of_____ , 2003 between the County of Mercer, a municipal corporation of the State of New Jersey, having its principal offices at McDade Administration Building, 640 South Broad Street, Trenton, New Jersey 08650-0068, hereinafter called the "County", and Visitation Home Inc., a New Jersey corporation, whose address is 11 Innocenzi Drive, Hamilton Township, New Jersey, 08690, hereinafter called "VH, Inc.".

WHEREAS, VH, Inc., a certified Community Housing Development Organization (CHDO) requested a Mercer County Home Investment Partnerships Program Grant/Loan totaling four hundred thousand dollars ($400,000.00), the proceeds of which will be used to purchase a 3,450 square foot two story house situated upon 4.8+/- acres at 417 Yardville-Allentown Road, Hamilton Township, NJ 08620 (Block 2690, Lot 11); and,

WHEREAS, VH, Inc., will utilize the property for the provision of affordable housing thereby creating a five (5) unit single occupancy (SRO) residence for income eligible persons with or without developmental disabilities; and

WHEREAS, VH, Inc., has raised two hundred thousand dollars ($200,000.00) which will be placed in a separate account solely dedicated to the renovation, maintenance, administration and mortgage payments of the above affordable housing until January 15, 2015 or until all funds have been properly expended; and,

WHEREAS, an HOME Investment Partnerships Program Consortium Agreement is necessary to set forth the terms under which the Mercer County HOME Program Grant/Loan in the amount of a three hundred thousand dollar ($300,000.00) grant and a loan in the amount of one hundred thousand dollars ($100,000.00) will be awarded;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties mutually promise, covenant and agree as follows:

1. The County shall award a HOME Investment Partnerships Program grant to VH, Inc., totaling three hundred thousand dollars ($300,000.00) for the purchase of the above property. Said grant shall be secured with a mortgage payable to Mercer County upon the sale of said property.

2. The County shall award a HOME Investment Partnerships Program zero interest loan to VH, Inc., totaling one hundred thousand dollars ($100,000.00) for the purchase of the above property. Said loan shall be secured with a mortgage. The balance of the zero interest loan, as secured with a mortgage, shall be payable to Mercer County upon the sale of said property.

3. The 10 year term, zero interest loan shall be paid annually to Mercer County. A

4. VH, Inc., agrees to deposit two hundred thousand dollars ($200,000.00) in a separate account dedicated solely to the renovation, maintenance, administration and mortgage payments of the affordable housing residence located at 417 Yardville-Allentown Road, Hamilton Township, NJ 08620.

   Said funds ($200,000.00) shall remain available only to the affordable housing residence, as stated above, until January 15, 2015. After that, VH, Inc., may use the remaining balance of this account as they deem necessary.

5. The County Treasurer is authorized to issue drafts in accordance with items 1 and 2 above. Said funds to be utilized by VH, Inc., to purchase the house (3,450 sq. ft.) and property (4.8+/- acres) located at 417 Yardville-Allentown Rd., Hamilton Township, NJ 08620.

6. The total cost for the acquisition of said property is four hundred thousand dollars as follows:

Funding Source	Amount
Mercer County HOME Program Grant	$300,000.00
Mercer County HOME Program Loan	$100,000.00
VH, Inc.	$ 0.00

   Said property (Block 2690, Lot 11) shall be deed restricted for a minimum period of twenty-five years (25) from the date of purchase. A copy of the deed shall be forwarded to the county by VH, Inc.

7. VH, Inc., agrees to all rules and regulations governing the HOME Investment Partnerships Program (24 CFR Part 92, 9/16/96 as amended) with emphasis on the following:

   A. To maintain the affordability of the proposed units in the Project (the Units) for a minimum of twenty five (25) years from the completion of the construction Project in accordance with the following conditions:

      (1) The rent for the Units must be the lesser of the fair market rent for existing housing comparable units in Mercer County as established by the Department of Housing and Urban Development ("HUD") per 24 CFR 888.111; or thirty percent (30%) of the adjusted income of a family whose gross income equals sixty-five percent (65%) of the median income for Mercer County as determined by HUD, subject to reductions or increases in this income ceiling as determined by HUD to be necessary because of area construction or rental costs. The maximum monthly rent must be reduced by a monthly allowance for any utilities and services

as a contribution toward rent excluding any federal or state rental subsidy provided on behalf of the family not more than thirty percent (30%) of the families monthly adjusted income or occupied by families whose annual incomes do not exceed fifty percent (50%) of the median family income for Mercer County, as determined by HUD with adjustments for smaller and larger families, subject to reductions or increases in this income ceiling as determined by HUD to be necessary because of area construction or rental costs, and bearing rents not greater than thirty percent (30%) of the gross income of the families.

(3) The remaining eighty percent (80%) of the Units shall be occupied only by families whose annual incomes do not exceed eighty percent (80%) of the median income for Mercer County, as determined by HUD to be necessary because of area construction and rental costs.

B. To ensure that the Units will remain affordable and in compliance with the income and rental cost requirements of this Agreement, the Property will be subject to deed restriction or covenants running with the land setting for the affordability requirement for not less than twenty five (25) years from the date of purchase.

C. VH, Inc., will verify that at least annually the income of every individual living at the residence is reviewed by the Section 8 Housing Assistance Department of the New Jersey Department of Community Affairs where appropriate.

D. VH, Inc., will comply with the project requirement in HUD Regulation 24 CFR 92, Subpart F, as applicable to the project.

E. The Units shall be maintained, at a minimum, in compliance with all applicable Housing Quality Standards and municipal housing code requirements during the term of this Agreement.

F. VH, Inc., will, in connection with the Project, comply with all federal laws and regulations described in 24, CFR 92, Subpart H, as applicable to the Project, except that PCV, LP, does not assume Mercer County's responsibilities for environmental review of the project set forth in 24 CFR Section 92.352 or the requirement for intergovernmental review set forth in 24 CFR Section 92.359.

G. VH, Inc., will comply with the tenant participant and protection requirements of 24 CFR Section 92.253 in connection with the leasing of the HOME Units.

H. VH, Inc., may make no request for disbursement of any funds under this Agreement until the funds are needed for payment of eligible costs. No request shall be for more than the amount needed to pay eligible costs.

I. VH, Inc., will maintain the following records for annual submission to Mercer County:

(d) VH, Inc., will annually provide Mercer County with all income records that it has for tenants of the HOME Units and will assist Mercer County in obtaining income records for the tenants of the HOME Units maintained by the Section 8 Housing Assistance Department of the New Jersey Department of Community Affairs.

J. In the event that VH, Inc., breaches any of the terms of this Agreement, the Grant shall be promptly repaid to Mercer County in full.

1. The Grant/Loan is strictly contingent upon VH, Inc., assurance that any existing or future contracts with vendors and/or contractors relative to the Project outlined herein incorporate all applicable federal regulations. VH, Inc., shall hold and save Mercer County harmless from any breach of said regulations by VH, Inc., its contractors, agents, servants and employees. The foregoing list includes independent contractors.

2. VH, Inc., agrees to complete acquisition of the Project within three (3) months of the date of this Agreement. Failure to maintain this schedule may result in the repayment of all HOME Program Funds as determined by the County.

3. VH, Inc., agrees to include as part of its annual audit of various VH, Inc., projects, an audit of the Grant funds received and disbursed during the preceding fiscal year, pertaining to the Project. A statement containing the results of this general audit, including audit information for the project, is to be submitted to Mercer County within one hundred days of December 31 of every year during the period this Agreement is in effect. In addition, VH, Inc., shall comply with standards for Grantees Financial Management Systems and Audit Requirement for State and Local Governments (OMB Circular A-133) which are incorporated by reference.

4. Should the County determine that any payments made to VH, Inc., were not used for eligible expenses as established by the Act and the applicable regulations, said payment or portions thereof shall be refunded to the County.

5. The County shall have the right annually to review all financial records maintained by VH, Inc., in relation to the Project, at a reasonable time and on reasonable notice to VH, Inc., If just cause exists, the County shall have the right to review VH, Inc., financial records for the Project on other occasions, at reasonable times and on reasonable notice to VH, Inc.

6. All purchases made by VH, Inc., shall conform with OMB Circular A-133 Procurement Standards, which are incorporated into this Agreement by reference.

9. The obligations of Mercer County Home Program Grant/Loan are subject to the appropriation and availability of sufficient Home Program funds as determined by the County.

10. VH, Inc., shall indemnify and hold and save the County, its officials, agents and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages sustained by persons or property resulting on whole or in part from the negligent performance or omissions of any employee, agent or representative of said VH, Inc., in connection with the Project.

11. VH, Inc., shall not assign any interest in this Agreement without the prior written consent of the County.

12. The County may suspend, withhold or terminate payment of said Grant/Loan in whole or in part for the following reasons:

a. Improper use of funds.

b. Failure to comply with all the terms and conditions of this Agreement.

c. Failure to comply with all conditions imposed by HUD.

d. If the carrying out of the terms of this Agreement is determined impossible for any reason including changes in federal law or the unavailability of Home Investment Partnerships funds from HUD which are necessary for the Project.

13. At a minimum, VH, Inc., shall comply with all applicable federal law and regulations, including, but not limited to:

Executive Order 11063
Executive Order 11593
Federal Labor Standards Provisions
The Civil Rights Act of 1964
Title 8 of the Civil Rights Act of 1968
National Environmental Policy Act of 1969
Flood Disaster Protection Act of 1973(PL 93-234)
HUD Lead-Based Paint Poisoning Prevention of 1974
Clean Air Act, as amended, 42 USC 1857, et seq.
Archaeological and Historic Preservation Act of 1974
Architectural Barrier Act of 1968
Hatch Act
Federal Water Pollution Control Act, as amended, 33 USC 1251, et seq.
National Flood Insurance Program

14. Title II of the American Disabilities Act (ADA) requires that all programs, services and activities, which are contracted out by a governmental entity, must be accessible to a person with disabilities. VH, Inc., will comply with the provisions of Title II of the ADA. VH, Inc., will submit a written plan

15. VH, Inc., shall submit to the County progress reports no less than annually in a form and number acceptable to the County upon request.

16. VH, Inc., will indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys' fees), damages, expenses, and liability (including statutory, liability and liability under Workers Compensation laws) in connection with claims for damages as result of injury or death of any person or property damage to any property sustained by VH, Inc., and all other persons which arise from or on any manner grow out of any act or neglect on or about the said premises by VH, Inc., or their partners, agents, employees, customers, invitee, contractors, subcontractors, and vendors. This indemnification clause shall also include any and all claims and cost of same against the County, involving environmental impairment.

17. VH. Inc., covenants and agrees that prior to the beginning of this operation, it will produce and deliver to the County certificates of insurance written with an insurance company currently admitted in New Jersey, insuring the contractor and stating that the County of Mercer is and "ADDITIONAL NAMED INSURED WITH RESPECT ONLY TO LIABILITY COVERAGE AFFORDED BY THE POLICY", insuring against Bodily Injury and Property Damages in the amount of $1,000,000 combined single limit.

Said liability insurance shall be the Comprehensive General Liability form including Premises Operations, and including Independent Contractors, Explosion, Collapse and Underground Hazard, Broad Form Property Damage and Blanket Contractual.

A certification of insurance for Workers Compensations shall also be provided to the County.

18. County, in concert with VH, Inc., shall adopt affirmative marketing procedures and requirements, consisting of actions to provide information and attract eligible persons from all racial, ethnic and gender groups in the housing market and the project area.

19. VH, Inc., acting in concert with County, will determine the environmental effects of the project in accordance with the provisions of the National Environmental Policy Act of 1969, and report the same to the County as required.

20. The administrative and implementation of this Agreement shall be in strict accordance with all rules and regulations which govern the Home Investment Partnerships Program - Final Rule - 24 CFR Part 92 dated September 16, 1996 and shall take precedent over any and all conflicts contained within this Agreement. Home Investment Partnerships Programs rules and regulations are herein incorporated and made a part of this

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers the day and year first above written.

ATTEST:

COUNTY OF MERCER

_____

By: _____
Robert D. Prunetti
County Executive

ATTEST:

VISITATION HOME, INC.

By: _____
Executive Director

VISITATION HOME, INC.

AFFIRMATIVE ACTION PLAN

A Statement of Policy

Equal employment opportunity for all and recruitment and participation of volunteers, regardless of race, creed, color, sex, ethnic origin, age or a mental or physical disability which does not materially interfere with performance of the job is fundamental policy of VH, Inc., VH, Inc., considers equal employment opportunity and volunteer recruitment and participation a social, moral, and economic necessity.

VH, Inc., recognizes that its equal employment and volunteer recruitment and participation policy requires special Affirmative Action throughout VH, Inc., services.

VH, Inc., further recognizes that Affirmative Action is representative of equal employment and volunteer recruitment, and participation cannot be merely a "neutral" policy, but that it requires new goal setting procedures similar to other major agency programs and functions. Accountability for goal achievement is established to assure that Affirmative Action shares equal importance with other goals of VH, Inc.

Affirmative Action affects all employment practices and conditions including (but not limited to) recruiting, hiring, transfer, promotions, training, compensation, benefits, layoffs, and separations. It will also affect all recruitment, participation and utilization of volunteers in VH, Inc., program functions.

Responsibility for the ongoing implementation of VH, Inc., Affirmative Action Program is assigned to the President and the Executive Director. Ultimate responsibility for the implementation of the Affirmative Action Program rests with the Board of Directors of VH, Inc..

All management personnel, whether volunteers or employees, share in this responsibility and are assigned specific tasks as needed to fully implement Affirmative Action. Performance of other agency goals and objectives.

A volunteer or employee of VH, Inc., must be willing to subscribe to this fundamental statement of policy.

IMPLEMENTATION

The Affirmative Action Policy will be communicated to all relevant public and audiences within and outside VH, Inc.

Examples are:

1. The Policy will be included in staff personnel policies and practices and in appropriate manuals and job descriptions for volunteers.

2. A copy of the policy will be issued to every employee and to volunteer members of standing committees.

3. The policy will be thoroughly discussed in employee orientation, in appropriate staff meetings, and in volunteer standing committee meetings to ensure its understanding by all.

4. All sources of recruitment will be informed of the equal employment of volunteers and staff, stipulating that they actively recruit and refer women, minority and disabled candidates for all positions listed.

5. All employment advertising will carry the statement: "Equal Opportunity Employer".

B. The Affirmative Action representatives for VH, Inc., will be the President and Executive Director. Incumbents of these positions will be made aware of all the components of their responsibility at the time they assume the position.

C. Specific programs to eliminate discriminatory barriers will be included (but not limited to):

1. Analyzing and reviewing recruitment procedures for each job category or volunteer position to identify and eliminate discriminatory barriers.

2. Those serving as job applicant interviewers or as recruiters of volunteers will be instructed to use objective employment standards.

3. Identifying actual tasks performed for each volunteer and staff position to be certain that job descriptions and recruitment standards match the actual tasks.

4. Reviewing all practices - both formal and informal - affecting employee or volunteer practices related to assignment, transfers, promotion and training for jobs at all levels.

5. Instituting formal grievance procedures to eliminate disparate effects on minorities and females for layoffs, recall, discharge, demotion, disciplinary action.

GRIEVANCE PROCESS

Grievance procedures relating to Affirmative Action shall be subject to the grievance procedures as stated in our personnel policies.

Recognizing that Affirmative Action in Equal Employment Opportunity and Equal Volunteer Representation is fundamental policy of VH, Inc., the above Affirmative Action Policy, was approved by the Board of VH, Inc.

Attest

Visitation Home, Inc.

INSTR # 2018023221
D BK 6328 PG 1909 Pgs 1909 - 1911; (3 pgs)
RECORDED 06/01/2018 03:26:12 PM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

Mercer County Clerk
Paula Sollami Covello
PO Box 8068
240 West State Street
6th Floor
Trenton, NJ 08650

Official Use Only – Realty Transfer Fee

Date of Document	Type of Document
April 26, 2018	Deed
First Party Name	**Second Party Name**
Affordable Housing Deed Restriction Township of Hamilton	Visitation Home
Additional Parties	

THE FOLLOWING SECTION IS **REQUIRED** FOR DEEDS ONLY
BUT SUGGESTED FOR ALL DOCUMENTS

Lot 11	Block 2690
Municipality Township of Hamilton	Consideration
Mailing Address of Grantee 417 Yardville-Allentown Road Hamilton, NJ 08620	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book 5830	Original Page ~~121~~ 120

DDM 3P Chg #9

This is not a certified copy

Clerk Office 5-23-18

Mercer County Clerk **Paula Sollami Covello** **PO Box 8068** **240 West State Street** **6th Floor** **Trenton NJ 08650**

Official Use Only – Realty Transfer Fee	
Date of Document April 26, 2018	Type of Document Deed
First Party Name Township of Hamilton	Second Party Name Visitation Home
Additional Parties	

THE FOLLOWING SECTION IS **REQUIRED** FOR DEEDS ONLY
BUT SUGGESTED FOR ALL DOCUMENTS

Lot 11	Block 2690
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Original Book 5830	Original Page 121

AMENDED AFFORDABLE HOUSING DEED RESTRICTION

WHEREAS, on September 3, 2003, Visitation Home, Inc. ("the Borrower") executed a Affordable Housing Deed Restriction ("the Deed Restriction"). Such Deed Restriction was recorded in the Mercer County Clerk's Office in Vol. 5830, Pg. 121; and

WHEREAS, the property to which the Deed Restriction is subject is Block 2690, Lot 11, known by its street address as 417 Yardville-Allentown Road; and

WHEREAS, paragraph 2 of such Deed Restriction provides that it will remain in effect for 25 years from the date of execution of the Deed Restriction.

Visitation Home hereby changes the period during which the Deed Restriction remains in effect from 25 to 30 years. The 30 year period shall run from the date of execution of the original Affordable Housing Deed Restriction.

Visitation Home Inc.

Dated: 1-26-18

By: Denise Reit

Attest:

MARGARET ANN LYMAN
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Nov. 14, 2021

Michael Leuthy, Treasurer

COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 10 305

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION AUTHORIZING APPLICATION TO VISITATION HOMES TO SUPPORT RENOVATIONS AT VH1 AND VH2 TO SUPPORT CONSTRUCTION OF NEW HOMES VH3 ($360,000.00)

WHEREAS, Hamilton Township petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Township's Housing Element and Fair Share Plan on December 20, 2005; and

WHEREAS, the Township's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-30-1 et. seq.) and the COAH'S Third Round Substantive Rules (N.J.A.C. 5:94-1 et seq.); and

WHEREAS, Visitation Homes (VH), a New Jersey non-profit corporation had previously developed 10 units of special needs affordable housing in Hamilton Township at VH1 (417 Yardville-Allentown Road) and at VH2 (355 Yardville-Allentown Road); and

10 305

WHEREAS, Mayor John F. Bencivengo and the Council of Hamilton wishes to allocate $360,000.00 from the Township's Affordable Housing Trust Fund to Visitation Homes for the proposed development project of Visitation Homes 3 (VH3) in the amount of $300,000, which will be a new eight (8) unit special need affordable hosing project on Yardville-Allentown Road and for rehabilitation purposes for VH1 ($30,000) and VH2 ($30,000) also on Yardville-Allentown Road; and

WHEREAS, this allocation is subject to COAH approval of the creditworthiness of VH1, VH2 and VH3; and

WHEREAS, if the VH1, VH2 and VH3 units are not kept as affordable units for thirty (30) years and in accordance with CPAH rules, the $360,000.00 allocation shall be returned to the Township of Hamilton, with the deed being restricted accordingly; and

WHEREAS, it is in the best interest of the citizens of the Township of Hamilton to proceed with this commitment to Visitation Homes;

NOW, THEREFORE, BE IT RESOLVED that, subject to COAH's express approval, the proper municipal officials be and herby are authorized to allocate $360,000.00 from the Township's Affordable Housing Trust Fund to Visitation Homes for the development of VH1, VH2 and VH3.

ADOPTED BY COUNCIL ON July 20, 2010
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
KEVIN MEARA	✓				✓	
DENNIS PONE	✓					✓
KELLY YAEDE	✓					
EDWARD GORE	✓					
DAVID KENNY	✓					

X – Indicates Vote A.B. – Absent N.V. - Not Voting RES. - Moved SEC. - Seconded

53. VOCA

See 2004 COAH Compliance Report for evidence of eligibility for credit.

54. 2004 COAH Compliance Report

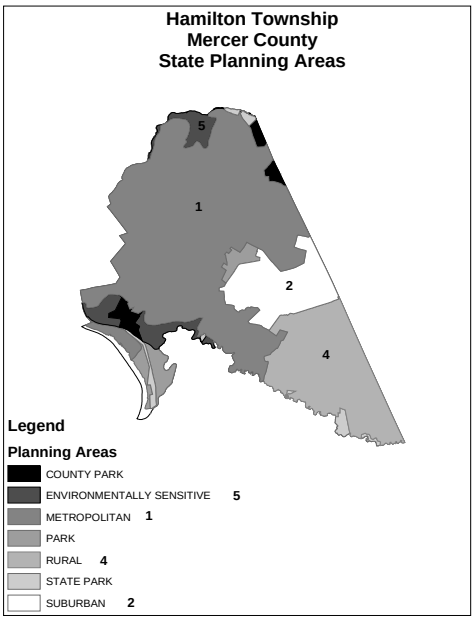
COAH COMPLIANCE REPORT
HAMILTON TOWNSHIP, MERCER COUNTY
Region # 4
September 18, 2004
Kate Butler, P.P., AICP, Principal Planner

I. INTRODUCTION

Hamilton Township is located in the southwestern portion of Mercer County. This 40-square mile community is located in Planning Areas 1, 2, 4, 5 and parkland according to the New Jersey State Planning Commission's State Plan Policy Map. Adjacent municipalities include Trenton to the West, Washington Township to the East, Lawrence Township to the North and Bordentown City to the South. Major roads traversing the Township are the New Jersey Turnpike and U.S. Route 195.



On August 12, 1999 Hamilton Township's Planning Board approved a Housing Element and Fair Share Plan. The Township's governing body endorsed this plan on September 7, 1999, requesting that the Council on Affordable Housing (COAH) review the plan and grant substantive certification. COAH received this petition on September 8, 1999. Hamilton published notice of this petition in the Trenton Times on September 19, 1999 and COAH received no objections to the Township's affordable housing plan during the 45-day objector period ending November 3, 1999.



This Fair Share Plan addresses Hamilton's 1987-1999 cumulative obligation of 1,060 affordable housing

units, consisting of 355 rehabilitation units and 705 new construction units. The plan includes prior cycle credits, new construction credits, a regional contribution agreement (RCA), inclusionary zoning, infill projects, age-restricted rental units, family rental units, alternative living arrangements, rental bonus credits, a substantial compliance reduction, rehabilitation credits and a rehabilitation program. Hamilton has removed an undeveloped project, Town Center, from its second round plan. The Township remains the owner of this 53-acre, certified first round affordable housing site. This site was slated for development of 180 market-rate housing units and 45 affordable housing units. The Township itself received preliminary development approvals for this site. No development is expected on this site in the near future.

The proposed Credits Without Controls program is included in the Township's request for prior cycle credits and will address a portion of Hamilton's new construction obligation. This five-step process was completed in May of 2002. At that time, final review of the Township's plan began. COAH staff performed a site visit on October 28, 2002 and released a Report Requesting Additional Information dated December 11, 2002. Since the release of that report, all additional information items have been submitted to COAH staff. As Hamilton petitioned COAH for second round substantive certification before June 6, 2000, the Township may receive certification for a period of six years.

II. BACKGROUND

On February 17, 1987 Hamilton Township filed a Housing Element and Fair Share Plan that addressed its first round, 1987–1993, affordable housing obligation of 999 units, consisting of 299 new construction units and 700 rehabilitation units. Prior to Hamilton's conversion of this filing into a petition, Parker Partners sued the Township in Superior Court for exclusionary zoning on March 6, 1991. The Court transferred this case to COAH on June 14, 1991 for review and mediation. The Township subsequently re-petitioned for certification with a plan that included changes arrived at through mediation and Hamilton received substantive certification of this plan on July 7, 1993. On April 12, 1995, COAH approved the Township's request to retain development fees imposed prior to December 13, 1990 per N.J.A.C. 5:91-15 and on August 2, 1995, COAH approved the Township's mandatory development fee ordinance.

Hamilton's first round certified plan of July 1993 addressed the Township's new construction obligation of 299 units with a 69-unit RCA, 80 prior cycle credits, 18 family infill for-sale units in the "Town Center" municipal construction project, a 72-unit non-profit rental project of 36 family units and 36 age-restricted units, that also provided 14 rental bonus credits, 45 family for-sale units in a municipal construction project and zoning on two sites to produce nine affordable housing units. Hamilton's first round plan resulted in a surplus of six new construction units.

Hamilton was granted an amendment to its first round certified plan on March 4, 1998 enabling the Township to reduce the number of infill units from 18 to 13 and reduce the 72-unit project to 70 rental units including 58 age-restricted units and 12 family units. This project was then eligible for an increase in rental bonus credits from 14 to 19, based on Hamilton's first round rental obligation of 22 units. Hamilton's amended plan of 1998 consisted of a new construction obligation of 299 units addressed through 80 prior cycle credits, 69 RCA units, 13 family infill for-sale units, 45 family for-sale units at a municipal construction project, 58 age-restricted rental units eligible for seven rental bonus credits, 12 family rental units eligible for 12 rental bonus credits and zoning for nine affordable housing units. This plan provided 305 new construction units and a surplus of six new construction units.

III. HOUSING ELEMENT / FAIR SHARE PLAN

A. DEMOGRAPHIC ANALYSIS

Hamilton's petition of 1999 included data on its housing inventory and an analysis of 1990 Census data. According to the 1990 Census, Hamilton had 86,553 residents occupying 33,457 housing units – a 12.7 percent increase since 1980. By 1990, the median household value was $134,000 and the median rent was $591 per month. The median household income was $42,173. Sixty-four percent of the housing stock was single-family detached units and 74 percent of these units were owner occupied. Hamilton has provided sufficient data regarding its housing stock, the age and condition of the housing stock, values, occupancy characteristics, types, projection of housing stock, demographics, household size and income, and employment

data as per N.J.A.C. 5:93-5.1(b). A COAH staff review of the 2000 Census data shows that by the year 2000, Hamilton's population had grown to 87,109 persons in 34,535 housing units. By 2000, the median value of housing units was $136,700, the median monthly contract rent was $739 and the median household income had risen to $57,110.

B. CREDITS / REDUCTIONS / ADJUSTMENTS

COAH credits represent units that have been built, created or rehabilitated. Reductions represent units that have been included in a previously certified affordable housing plan as zoning for low- and moderate-income housing. Adjustments reflect the application of COAH regulations that reduce a municipality's affordable housing obligation based on other limitations and/or methodological corrections.

1. Credits

a. Rehabilitation Credits

Pursuant to N.J.A.C. 5:93-3.4, municipalities may receive credit for the rehabilitation of substandard low- and moderate-income housing units completed subsequent to April 1, 1990. Hamilton's second round rehabilitation obligation is 355 units. During initial review of this Fair Share Plan, COAH became aware that although the Township had completed 265 units of rehabilitation, none of the units were restricted with six or 10-year liens, pursuant to N.J.A.C. 5:93-5.2(g). In March of 2000, COAH granted the Township a waiver of COAH's rules on lien documentation and municipal controls on affordability and permitted the Township to receive credit for 206 rehabilitated units. In all cases, homeowners were income-qualified, hard costs averaged more than $8,000, at least one major system was rehabilitated and units originally below code were raised to code standard. Hamilton's remaining rehabilitation obligation is 149 units. **[206 rehabilitation credits]**

b. Prior Cycle Credits, New Construction

Pursuant to N.J.A.C. 5:93-3.2, municipalities may receive credit for units constructed between April 1, 1980 and December 15, 1986, provided that the units are occupied by low- or moderate-income households and that the required controls on affordability are in place. Hamilton is eligible for 137 prior cycle credits.

Society Hill II, Hovnanian Family, For-sale

This project consists of 800 total units, including 80 affordable housing units. It was completed in 1981 and received first round COAH credit. Hamilton's Housing Officer is the project's administrative agent. **[80 Units]**

Credits Without Controls

In a report dated May 10, 2002, which is attached as Exhibit A, COAH granted Hamilton 45 Prior Cycle Credits for its Credits Without Controls survey. **[45 Credits Without Controls]**

Group Homes Prior to 1986

Location	C.O. Date	#Bedrooms	Sponsor
Route 156	2/08/83	6	Assoc. for Retarded Citizens (ARC)
Cedar Lane	10/16/81	6	Assoc. for Retarded Citizens (ARC)

The Mercer ARC is the Administrative agent for these units. **[12 bedrooms]**

c. Post-1986 Credits, New construction

Pursuant to N.J.A.C. 5:93-3.3, municipalities may receive credits and rental bonus credits for eligible housing activity completed subsequent to December 15, 1986. Hamilton is eligible for 206 post-1986 new construction credits.

Infill For-Sale units

This 13-unit affordable for-sale infill project with Capstone Corporation was completed in 1999. These units were scattered throughout the city on Wilfred Avenue, Third Avenue, Parkinson Avenue, East State Street, Johnston Avenue and Clover Avenue. The Housing Affordability Service (HAS) of DCA performs ongoing administrative duties. This project was approved as part of Hamilton's first round Housing Element and deed restriction requirements were for 20 years. COAH has received copies of the appropriate deed restrictions for these units. **[13 family for-sale units]**

Vintage Court, For-Sale units

This inclusionary development of 25 family for-sale units included six affordable family for-sale units at Block 500, Lot 4. Portions of this project were completed and received certificates of occupancy as early as 1997. The remainder was completed by 2003. 20-year deed restriction have been applied to these units as required by Hamilton's certified first round plan and N.J.A.C. 5:92-12.1. Hamilton's Housing Officer is the administrative agent. **[6 family for-sale units]**

Project Freedom, Family Rental units

The non-profit entity Project Freedom developed, and currently manages, this 48-unit independent living facility located on Kuser Road. These family rental units received certificates of occupancy in January 2002 and are eligible for 48 rental credits and 48 rental bonus credits. This project is deed restricted for 30 years and was funded through the Federal Low-Income Housing Tax credit program (LIHTC) and through the New Jersey Department of Community Affairs (DCA). **[48 family rentals]**

McCorristan Square Rental units, 12 family and 58 age-restricted

Pennrose Properties Inc., developed and currently manages this 70-unit rental project known as McCorristan Square, located on Leonard Avenue. This project received a certificate of occupancy on May 31, 2000 and is deed restricted for 30 years through its funding sources, LIHTC and DCA. This development contains 58 age-restricted rental units now eligible for 19 rental bonus credits as a result of the second round increase in Hamilton's rental obligation, and 12 family rental units, which are eligible for 12 rental bonus credits. **[70 rental units]**

Rental Bonus Credits

Hamilton is eligible to receive a total of 96 rental bonuses, including 48 rental bonus credits for 48 family rental units at Project Freedom, 19 rental bonus credits for 58 age-restricted units at McCorristan, 12 rental bonus credits for 12 family units at McCorristan Square and 17 rental bonuses for the 17 bedrooms in the five alternative living arrangement facilities discussed below. **[96 rental bonus credits]**

Regional Contribution Agreement (RCA)

Hamilton completed the transfer of $793,500 per a 1993 RCA contract with Trenton whereby Hamilton transferred 69 units of its affordable housing obligation to Trenton at a cost of $11,500 per unit. Hamilton acquired these funds as partial settlement from the original first round exclusionary zoning case with Parker Partners. These funds where utilized by Trenton for scattered site rehabilitation and new construction. **[69 RCA units]**

d. Inclusionary Zoning

Freidman / Gershan

Hamilton continues to include a previously certified site [Friedman/Gershan, zoned Apartment/ Townhouse Zone (A/T)] in its Fair Share Plan. This 1.4-acre site at Block 500, Lots 65 & 88 is zoned at 10 units to the acre *without* a 20 percent set-aside, but the municipality expects it to yield three affordable units. The site has access to both sewer and water service, is in Planning Area 1 and is amongst the few remaining parcels in the Township that are developable for rental housing. The Township never amended the zoning on this site after it received first round substantive certification. This amendment would have required a 20 percent set-aside. According to COAH's criteria in N.J.A.C. 5:93-5.3, this site is available, developable, suitable, and approvable. There has been no development at the site and without a developer's agreement, or mandatory zoning, the site does not meet COAH's definition of "realistic opportunity". Hamilton requests that the site remain in its plan. **[Zero reductions]**

e. Alternative Living Arrangements

Group Homes

Hamilton requests credit, and rental bonus credits, for alternative living arrangements within the municipality. The New Jersey Department of Human Services confirmed that development of these was funded through the State of New Jersey and the alternative living arrangements have ongoing programmatic contracts meeting COAH criteria. The project sponsors act as the COAH administrative agent for these 17 alternative living arrangement bedrooms eligible for 17 credits and 17 rental bonus credits.

Location	C.O. Date	# Bedroom	Sponsor
Gallavan Way	1.14.98	4	Enable, Inc.
Flock Road	7.02.96	3	Enable, Inc.
McAdoo Avenue	12.22.97	4	Options, Inc.
Bainbridge Court	12.23.87	3	Center for Innovation
			Family Achievement
Archer Street	8.04.99	3	VOCA

[17 bedrooms]

2. Reductions

a. Substantial Compliance

When calculating a substantial compliance reduction, pursuant to N.J.A.C. 5:93-3.6, COAH considers a reduction in a municipality's remaining, second round new construction obligation if the municipality has actually created a specified portion of the affordable housing units included in its first round substantively certified plan within the period of substantive certification, which was from July 1993 to July 1999. Hamilton's amended first round plan called for 137 affordable units to be built and Hamilton actually created 89 units.

In-fill project	Family, for sale units	13	built
McCorristan Square	(previously known as Freedom II Complex)		
	Family rental units	12	built
	Age-restricted rental units	58	built
Vintage Court		6	built
Town Center		45	not built
Freidman / Gershan		3	not built

Hamilton completed 89 units of the 137 units of affordable housing slated for development in the Township's first round certified plan. As Hamilton has completed 65 percent of its first round inclusionary development per N.J.A.C. 5:93-3.6, it is not eligible for a reduction to its post crediting, second round inclusionary development obligation of 261 units. Hamilton's remaining new construction obligation is 261 units. **[Zero-unit substantial compliance reduction]**

3. Adjustments

Hamilton's Housing Element and Fair Share Plan does not include any adjustments to its COAH-determined affordable housing obligation. **[zero adjustments]**

4. Summary of Credits, Reductions and Bonuses

The following table summarizes Hamilton's credits and reductions:

	Rehabilitation Component		**New Construction Component**		**Total**	
Obligation:	**355**		**705**		**1,060**	
Credits and Reductions	Plan	Eligible	Plan	Eligible	Plan	Eligible
Rehabilitation (N.J.A.C. 5:93-3.4)	369	206				206
Prior Cycle Credits (N.J.A.C. 5:93-3.2)						
Credits Without Controls			NA	45	NA	45
Inclusionary Family For-Sale units			80	80	80	80
Group Homes before 1986			12	12	12	12
New Construction (N.J.A.C. 5:93-5.3)						
For-sale						
Infill Family units			13	13	13	13
Vintage Court			6	6	6	6
Freidman/ Gershan			3	0	3	0
RCA – Trenton (N.J.A.C. 5:93-6)			69	69	69	69
Rental Units (N.J.A.C. 5:93-5.15)						
Project Freedom, family units			48	48	48	48
McCorristan Square						
Age-restricted units			58	58	58	58
Family units			12	12	12	12
Alt. Living Arr. (N.J.A.C. 5:93-5.8)			17	17	17	17
17 bedrooms						
Rental Bonuses (N.J.A.C.5:93-5.15(d))						
Alternative Living Arrangements			17	17	17	17
Project Freedom family units			48	48	48	48
McCorristan family units			12	12	12	12
McCorristan age-restricted units			7	19	7	19
Total–Credits and Bonuses		**206**		**456**		**662**
Substantial Compliance Reduction (N.J.A.C. 5:93-3.6)			54	0	54	0
Remaining Obligation		**149**		**249**		**398**

C. REMAINING FAIR SHARE OBLIGATION

Hamilton's cumulative second-round obligation of 1,060 units consists of 355 rehabilitation units and 705 new construction units. Credits and reductions reduce this obligation by 137 prior cycle credits, 254 new construction credits, 206 rehabilitation credits, 17 alternative living arrangements and 96 rental bonuses. The Township's remaining obligation is 398 units consisting of 149 rehabilitation units and 249 new construction units. The Township proposes to address this remaining obligation with a 239-unit RCA with Trenton, five bedroom credits and five rental bonus credits at an alternative living arrangement and a 149-unit ongoing rehabilitation program.

1. Rehabilitation Component

a. Ongoing Rehabilitation Program

Hamilton is a direct recipient of Federal Community Development Block Grant funds and proposes to rehabilitate at least 50 units per year during the six years of its substantive certification. Hamilton has submitted a rehabilitation program manual that meets COAH criteria at N.J.A.C. 5:93-5.2. Pursuant to N.J.A.C. 5:93-9.2(c) and (d), Hamilton must ensure that the appropriate controls on affordability are applied to rehabilitated units, six years for owner occupied units and 10 years for renter occupied units. In accordance with N.J.A.C. 5:93-5.2(h), Hamilton must ensure that rehabilitation funds are available according to the following schedule:

Deadline	Funding	Units
1 year after certification	$ 500,000	50
2 years after certification	$300,000	30
3 years after certification	$300,000	30
4 years after certification	$200,000	20
5 years after certification	$190,000	19
Total	**$1,490,000**	**149**

[149-unit rehabilitation program]

2. New Construction Component

a. Alternative Living Arrangements

Veteran's Center

Hamilton has requested credit for a five-bedroom alternative living arrangement known as the Mercer County Veteran's Center on Hamilton Avenue. This group home for veterans is non-age-restricted, was completed in January of 2000 and carries an appropriate deed restriction from HOME Investment, a Federal program of the Department of Housing and Urban Development (HUD) and Mercer County Development funding. Litigation delayed occupancy until this year. **[5 Bedrooms]**

c. Rental Bonus Credits

Hamilton is eligible for five rental bonus credits for five bedrooms at the Veteran's alternative living arrangement. **[5 rental bonus credits]**

d. RCA with Trenton

Hamilton proposes a second RCA with Trenton for 239 units at a cost of $20,000 per unit for a total of $4,780,000. The Township proposes to utilize any current and future development fees to pay for these transfers and provided a resolution of intent to bond to cover any shortfall in funding for these RCA units. The RCA with the City of Trenton is reviewed in a separate report.

[239-unit RCA]

D. RENTAL OBLIGATION

Per N.J.A.C. 5.93-5.15(a), every municipality has an obligation to provide a realistic opportunity for the development of rental units. Hamilton's affordable housing rental obligation is equal to 25 percent of its new construction obligation, according to the following formula:

.25 (precredited need – prior cycle credits – the 20 percent cap – the 1,000-unit limit – the rehabilitation component)

.25 (1060 – 137 – 0 – 0 – 355)

.25 (568) = 142 units

Hamilton has addressed its 142-unit rental obligation with 58 age-restricted rental units and 12 family rental units at McCorristan Square, 34 alternative living arrangement bedroom credits and 48 family rentals at Project Freedom.

E. RENTAL BONUS CREDITS

A municipality is eligible for rental bonus credits, per N.J.A.C. 5:93-5.15(d), based on the number of units in its rental obligation. For Hamilton Township this is 142 units. Hamilton is eligible to receive a total of 96 rental bonuses, including 48 rental bonus credits for 48 family rental units at Project Freedom, 19 rental bonus credits for 58 age-restricted at McCorristan Square, 12 rental bonuses for 12 family units at McCorristan Square and 17 rental bonuses for the 17 bedrooms in five alternative living arrangements.

F. AGE-RESTRICTED DEVELOPMENT

Pursuant to N.J.A.C. 5:93-6.1(b)1, Hamilton may age-restrict 25 percent of its obligation based on the following formula:

.25 (precredited need – prior cycle credits – rehabilitation component –
transferred or proposed RCAs) - any first round age-restricted units

.25 (1,060 – 137 – 355 – 308) – 58 = 7 age-restricted units

Hamilton may age-restrict an additional seven units, but does not propose to do so at this time.

G. REGIONAL CONTRIBUTION AGREEMENT

Pursuant to N.J.A.C. 5:93-6.1(a)1, Hamilton may transfer up to one-half of its affordable housing obligation via an RCA in accordance with the following formula:

.5 (precredited need – prior cycle credits – rehabilitations credits – 20 percent
cap –1,000-unit limit)- previous RCAs.

.5 (1,060 – 137 – 206 – 0 – 0) - 69 = 289 RCA units

At the time of petition, the number of units to be transferred to Trenton as an RCA was contingent on a pending Credits Without Controls survey. On May 15, 2002, COAH granted Hamilton Township 45 Credits Without Controls towards the satisfaction of its 12-year cumulative affordable housing obligation and the maximum number of units the Township may transfer was then calculated at 289 units. Hamilton proposes to transfer 239 units to Trenton.

H. DEVELOPMENT FEE ORDINANCE

Hamilton received COAH approval of a mandatory development fee ordinance on August 2, 1995. As of February 26, 2002, Hamilton had a balance of $1,697,598 in its affordable housing trust fund. Hamilton's COAH approved development fee ordinance permits the collection of development fees of one half of one percent (0.5%) of the equalized assessed value on any residential development, except for low- and moderate-income housing developers, which are exempt from payment of these fees. On March 6, 2002, COAH approved an amendment to Hamilton's development fee ordinance to collect (1%) percent of the equalized assessed value on non-residential new construction in excess of 5,000 square feet. Expansions of existing non-residential structures by more than 5,000 square feet would pay a fee based on the increased equalized assessed value.

I. DEVELOPMENT FEE SPENDING PLAN

Hamilton received approval of its development fee spending plan on September 2, 1997.

J. AFFORDABLE HOUSING ORDINANCE

Hamilton has submitted a draft affordable housing ordinance that comports with the requirements of N.J.A.C. 5:93 et seq. and addresses affordability controls on all components of the Township's plan pursuant to N.J.A.C. 5:93-9. Hamilton must adopt this draft affordable housing ordinance within 45 days of COAH's grant of substantive certification and submit a copy to COAH.

K. AFFIRMATIVE MARKETING

Hamilton has submitted an affirmative marketing ordinance satisfying COAH's rules. The Township must adopt this ordinance within 45 days of COAH's grant of substantive certification and must ensure that any re-rentals are marketed to the COAH housing region pursuant to N.J.A.C. 5:93-11, under the auspices of the Township's Housing Officer, Mr. Larry Rosenthal. Mr. Rosenthal is an experienced affordable housing officer, having worked for the New Jersey Housing and Mortgage Finance Agency and the Trenton Senior Housing program. Hamilton has submitted an affirmative marketing plan, in ordinance form, meeting COAH

requirements. This ordinance must be adopted within 45 days of Hamilton's receipt of substantive certification and must be submitted to COAH.

L. ADMINISTRATIVE AGENT

Hamilton is currently the administrative agent for Hovnanian's Society Hill II project, Vintage Court and the Township rehabilitation program. The Township's new Housing Officer will administer these programs. HAS is the administrative agent for the infill project, Pennrose administers the McCorristan Square project, the provider organizations associated with each alternative living arrangement are the administrative agents for their own group home, and Project Freedom is the administrative agent for its 48-unit family rental project.

M. SUMMARY

The following table summarizes Hamilton's 1999 second round affordable housing plan:

	Rehabilitation Component		New Construction Component		Total	
Obligation:	**355**		**705**		**1,060**	
Credits and Reductions	Plan	Eligible	Plan	Eligible	Plan	Eligible
Rehabilitation (N.J.A.C. 5:93-3.4)	369	206				206
Prior Cycle Credits (N.J.A.C. 5:93-3.2)						
Credits Without Controls			NA	45	NA	45
Inclusionary Family For-Sale units			80	80	80	80
Group Homes before 1986			12	12	12	12
New Construction (N.J.A.C. 5:93-5.3)						
For-sale						
Infill Family units			13	13	13	13
Vintage Court			6	6	6	6
RCA – Trenton (N.J.A.C. 5:93-6)			69	69	69	69
Rental Units (N.J.A.C. 5:93-5.15)						
Project Freedom, family units			48	48	48	48
McCorristan Square						
Age-restricted units			58	58	58	58
Family units			12	12	12	12
Alt. Living Arr. (N.J.A.C. 5:93-5.8)			17	17	17	17
17 bedrooms						
Rental Bonuses (N.J.A.C.5:93-5.15(d))						
Alternative Living Arrangements			17	17	17	17
Project Freedom family units			48	48	48	48
McCorristan family units			12	12	12	12
McCorristan age-restricted units			7	19	7	19
Total–Credits and Bonuses		**206**		**456**		**662**
Substantial Compliance Reduction (N.J.A.C. 5:93-3.6)			54	0	54	0
Remaining Obligation		**149**		**249**		**398**
Proposed Projects						
Rehabilitation obligation		**149**				
Ongoing rehabilitation program (N.J.A.C. 5:93-5.2)						
New construction obligation						
Veteran's Group Home (N.J.A.C. 5:93-5.8)				**5**		
Veteran's - Rental Bonus Credits (N.J.A.C. 5:93- 5.15(d))				**5**		
RCA with Trenton (N.J.A.C. 5:93-6)				**239**		
Total		**355**		**705**		**1,060**

V. RECOMMENDATION

Hamilton Township has submitted a compliant Housing Element and Fair Share Plan that addresses the Township's second round affordable housing obligation of 1,060 units. Within 45 days of COAH's grant of substantive certification, Hamilton must adopt its affirmative marketing ordinance and fair share ordinance and submit copies to COAH. COAH staff recommends that Hamilton Township receive substantive certification for its second round Housing Element and Fair Share Plan.

55. Spending Plan

2019

Spending Plan

Draft: December 2, 2019
Adopted: January 23, 2020

Hamilton Township, Mercer County, New Jersey

Prepared by:
Clarke Caton Hintz | 100 Barrack Street | Trenton, NJ | 08608

INTRODUCTION

The Township of Hamilton (hereinafter "Hamilton" or "the Township"), Mercer County received First Round substantive certification from the Council on Affordable Housing (hereinafter "COAH") on July 7, 1993 and Second Round substantive certification on November 22, 2004.

The Township petitioned COAH for Third Round substantive certification on December 20, 2005. However, COAH did not conduct a substantive review of the 2005 Housing Element and Fair Share Plan prior to the 2007 Appellate Division decision overturning COAH's 2004 Third Round rules. On December 11, 2008, Hamilton adopted a 2008 Third Round Housing Element and Fair Share Plan consistent with COAH's second iteration of Third Round rules. The Township submitted the 2008 Plan to COAH on December 30, 2008 as part of their second petition for Third Round substantive certification; the petition was deemed complete by COAH on February 23, 2009. The Township's 2008 Plan did not receive substantive certification prior to the 2010 Appellate Division decision invalidating COAH's second iteration of Third Round rules.

Subsequent to the 2010 Appellate Division decision and in the absence of the Third Round substantive certification, Hamilton Township continued to provide funding for the production of affordable housing. On March 22, 2011, COAH approved an amendment to the Township's 2008 Spending Plan, which identified two (2) additional projects not previously included in the 2008 Plan.

In 2012, the Township again sought to provide funding for projects not specifically identified in the 2008 Plan. The Township adopted a Spending Plan on May 31, 2012 and submitted it to COAH for approval on June 12, 2012. The Township further amended the 2012 Spending Plan on May 14, 2013 and submitted it to COAH on August 1, 2013. However, COAH did not act on the approval prior to the 2015 Appellate Division decision that transferred jurisdiction over the use and disposition of affordable housing trust funds from COAH to the Mount Laurel designated trial judges.

On April 12, 1995, COAH approved the Township's request to retain development fees imposed prior to December 13, 1990 per *N.J.A.C.* 5:91-15 and on August 2, 1995, COAH approved the Township's mandatory development fee ordinance. This ordinance was adopted by the municipality on September 28, 2005. An amendment to the development fee ordinance was approved by COAH on February 1, 2010, which set to establish residential development fees in the amount of 1.5% of the equalized assessed value of residential development and nonresidential development fees in the amount of 2.5% of

the equalized assessed value of nonresidential development. The amendment has not been formally adopted and the Township is collecting development fees pursuant to the 2005 development fee ordinance. The Township will adopt the amended development fee ordinance pursuant to COAH's approval in 2010 with minor amendments to reflect the Court's jurisdiction. Notwithstanding, the Township complied with the requirements of the nonresidential development fee moratorium while it was in effect.

The Township last received Spending Plan approval in 2011; this 2018 Spending Plan supersedes all prior Spending Plans.

As of December 31, 2017, Hamilton collected a total of $12,605,929.04 (since 1994) in development fees, payments in lieu of construction, interest, and other income. It has spent a total of $6,511,569.53 leaving a balance of $6,094,359.51. However, the Township must reimburse $188,137.50 in nonresidential development fees to developers who over paid prior to the determination of the final equalized assessment determination of their project. All development fees, payments in lieu of constructing affordable units on site, "other" income, and interest generated by the fees are deposited in three (3) separate interest-bearing accounts dedicated toward the creation of affordable housing. These funds shall be spent in accordance with *N.J.A.C.* 5:93-8.16, as described in the sections that follow.

This updated spending plan is submitted to the Superior Court of New Jersey for approval to expend Affordable Housing Trust Fund monies that will contribute to the development of new affordable housing units in the Township through Hamilton's municipally-sponsored construction program. Additionally, the Township will expend funds on affordability assistance, including expenditures to create very-low income units or to render existing units more affordable, and toward administrative expenses.

The following provides an estimate of how the Township has expended money from its affordable housing trust fund.

- 9/28/2001 Project Freedom $55,000.00
- 6/29/2005 City of Trenton RCA $460,300.00
- 7/26/2006 City of Trenton RCA $460,300.00
- 6/7/2007 City of Trenton RCA $460,300.00
- 12/27/2007 Homefront $226,800.00 (Project Home VI)
- 6/16/2008 City of Trenton RCA $460,300.00

- 10/28/2008 City of Trenton RCA $1,010,000.00
- 11/17/2009 City of Trenton RCA $1,928,800.00
- 6/28/2011 Visitation Homes $30,000.00
- 7/12/2011 Homefront $237,500.00
- 9/20/2011 Visitation Homes $300,000.00
- Administrative Expenses - $565,784.46

REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated during the period of Third Round Judgement of Repose, Hamilton considered the following:

(a) Development fees: $8,670,000.00

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

(b) Payment in lieu (PIL): $0

Actual and committed payments in lieu of construction from developers. The Township has no anticipated payments in lieu of construction.

(c) Other funding sources: $0

The Township does not anticipate future funds from this category at this time. Funds from other sources, include, but are not limited to the sale of units with extinguished controls, repayment of affordable housing program loans, rental

income, and proceeds from the sale of affordable units. All monies in the Affordable Housing Trust fund are anticipated to come from development fees and interest.

(d) Projected interest: $43,360.00

Based on interest earned in recent years and projected rates of development fee revenue, Hamilton anticipates collecting $43,360 in interest through 2025.

Table SP-1 indicates the anticipated revenue to be generated from development impact fees and interest. Hamilton Township projects a subtotal of $8,713,360 to be collected between January 1, 2017 and December 31, 2025, including interest, to be used for affordable housing purposes. The total, after adding the money currently in the account, is projected to be $14,807,719.51. All interest earned on the account shall accrue to the account to be used only for the purposes of affordable housing.

Source of Funds – Housing Trust Fund 2018 through 2025

Year Source of Funds		2018	2019	2020	2021	2022	2023	2024	2025	2018-2025 Total
Projected Residential Development	$6,094,359.51 Starting Balance (January 2018)	$390k	$390k	$390k	$390k	$390k	$390k	$390k	$390k	$3.12M
Projected Non-Residential Development		$693.8k	$693.8k	$693.8k	$693.8k	$693.8k	$693.8k	$693.8k	$693.8k	$5.55M
Interest		$5.42k	$5.42k	$5.42k	$5.42k	$5.42k	$5.42k	$5.42k	$5.42k	$43.36k
Total		***$1.089M***	***$1.089M***	***$1.089M***	***$1.089M***	***$1.089M***	***$1.089M***	***$1.089M***	***$1.089M***	***$8.713M***

Projected residential development is based on the estimate of 640 new homes being constructed over the next eight (8) years; this is a rate of 80 new housing units per year. This estimate does not include affordable housing sites that will be producing affordable housing and that may not be charged a residential development fee. Projected non-residential development is based on an estimate of 1.665 million square feet of commercial and industrial construction through 2025. This square footage was multiplied by $150 (the per square-foot equalized assessed value for nonresidential use). This estimate of $249.75 million in new construction was then multiplied by the 2.5% non-residential development fee. Interest calculations are based on interest deposits, averaged and extrapolated through 2025.

ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by Hamilton Township:

(a) Collection of development fee revenues:

All collection of development fee revenues will be consistent with local regulations which follow COAH administrative models for both residential and non-residential developments and in accordance with *N.J.S.A.* 40:55D-8.1 through 8.7.

(b) Distribution of development fee revenues:

The Planning Board adopts and forwards a resolution to the governing body recommending the expenditure of development fee revenues as set forth in this Spending Plan. Alternatively, the governing body may hear and decide upon a request for development fee revenues for the purpose of creating affordable housing. The governing body reviews the request for consistency with the Spending Plan and adopts the recommendation by resolution.

The release of funds requires the adoption of a resolution by the governing body. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) Rehabilitation: $2,000,000.00

Hamilton Township has a 310-unit rehabilitation obligation. The Township's program is fully funded with Community Development Block Grant (hereinafter "CDBG") and HOME monies. The Township will establish a renter-occupied rehabilitation program and will dedicate $2 million from the Affordable Housing Trust Fund to fund this program.

(b) Affordability Assistance (N.J.A.C. 5:93-8.16(c))

Hamilton Township is required to spend a minimum of 30 percent of development fee revenue to render existing affordable units more affordable and at least one-third of that amount must be dedicated to very low-income households or to create very low-income units (i.e. households with incomes less than 30 percent of the regional median income). The actual affordability assistance minimums are calculated on an ongoing basis in COAH's on-line monitoring system known as the CTM system based on actual revenues.

Projected Minimum Affordability Assistance Requirement		
Development Fees/Interest Collected to Date since 1994		$12,605,929.04
Development Fees Projected 2018-2025	+	$8,670,000.00
Interest Projected 2018-2025	+	$43,360.00
Nonresidential Development Fee Reimbursements	-	$188,137.50
Total	**=**	**$21,131,151.54**
30 Percent Requirement	x 0.30 =	$6,339,345.46
Less Affordability Assistance Expenditures to Date	-	$849,300.00
Projected Minimum Affordability Assistance Requirement	=	***$5,490,045.46***
Projected Minimum Very Low-Income Requirement	÷ 3 =	***$1,830,015.15***

Based on fees and interest collected to date and projected revenues, Hamilton Township must dedicate at least $5,490,045.46 from the affordable housing trust fund to render units more affordable, including $1,830,015.15 to render units more affordable to households with income at 30 percent or less of median income by region. The Township will use a variety of vehicles to do this including, but not limited to the following:

Homeowners Association fee subsidy

The 56 low- and moderate-income households in Society Hill II for which controls have not been previously extended received notices in November from the HOA that, since the 30 year control period either had expired or was about to

expire (there are two views on this), their Homeowners Association fee would be increased from one third of the $297.53 per month market unit monthly maintenance fee and special assessment fee to the full fee. Some affordable unit owners contacted the Township or Piazza & Associates to ask that their controls be extended so as to avoid the increased fee and tax re-assessment. Piazza & Associates sent out a letter to the 56, indicating that the Township would be willing to extend the controls through execution of a new deed restriction providing for controls for a minimum of 30 years and thereafter until terminated by the municipality and would take the position with the Homeowners Association that the fee should remain at a third of the market fee. There would not be a re-assessment for tax purposes. Twenty-two homeowners have indicated that they want to do this. The HOA objected, indicating that it was relying upon the increase in the HOA fee given that the controls were to terminate in 2018.

This will be resolved as follows: The controls will be extended, and Hamilton through the Affordable Housing Trust Fund will pay two thirds of the $297.53 market fee, or $198.35, per month while these households, as well as the households for which the controls had already been extended, will continue to pay the one third, or $99.18, per month. This $198.35 a month subsidy will continue for at least 30 years and thereafter until the Township terminates the affordability controls. The Township will work with its affordable housing providers and administrator to expand outreach to ensure the existing and new households of low and moderate income programs can take advantage of affordability assistance programs. Additionally, the Township will work with affordable housing providers to convert low income units to very low income units.

See the program manual for additional information.

Payment Assistance for First Month's Rent and Closing Costs

The Township will set aside funds to provide payment assistance for low and moderate income households first month rent and closing costs. The Township will set aside up to $3,000 per unit for the first month's rent and/or closing costs.

See the program manual for additional information.

Energy Efficiency Program

The Township will set aside funds to replace hot water tanks and HVAC systems in very-low income affordable housing units. The Township will pay for 100% of the replacement costs of these systems. Replacing these units with new, energy-efficient units will reduce residents' utility costs and make the units more affordable to live in. This program will also offer the option to place solar panels on the roofs of 100% affordable facilities that house only very-low income residents. The solar panels will reduce the building's energy costs and make the units more affordable to live in for the affordable residents. Affordable homeowner's applying for this type of assistance will be required to submit three written estimates with detailed information about all costs. All permit fees will need to be included. Homeowner and installer will need to abide by all Township and State Regulations. All new water heaters/HVAC systems/solar systems will need to be installed by licensed and insured entities that will ensure that the new system will meet all code and safety standards. Assistance will be provided on a first-come, first-serve basis to existing income-eligible homeowners. In addition to homeowners, all owners of 100% affordable developments are also eligible for the program. Assistance will only be provided one-time to the certified applicant household and the home, where the new system is installed. The unit must be the primary residence of the homeowner/applicants (except for 100% affordable developments).

See the program manual for additional information.

The Township intends to spend $6,885,886.16 on affordability assistance and has already committed $5,330,877.35 to provide affordability assistance and dedicating funds from the Affordable Housing Trust Fund for the following projects:

- **HomeFront: $387,385**

  The Township will dedicate funds from the Affordable Housing Trust Fund to the non-profit organization HomeFront, Inc. for the purchase and write-down of 1778 Greenwood Avenue and 117 Moffatt Avenue, as well as for renovations and repairs to 1778 and 1782/1786 Greenwood Avenue and 116 Moffatt Avenue. The project totals 20 units in four buildings:

- 1778 Greenwood Avenue – four (4) two-bedroom units
- 1782/1786 Greenwood Avenue – eight (8) two-bedroom units
- 117 Moffat Avenue – two (2) two-bedroom units and two (2) one-bedroom units
- 116 Moffat Avenue – two (2) two-bedroom units and two (2) one-bedroom units

The units will all be family units and will meet the requirements of the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-26.1 et seq.), including but not limited to minimum 30-year affordability controls. All units will be either low-income (10 bedrooms) or very low-income (10 bedrooms) and will provide permanent housing for homeless or formerly homeless families with children. Families are provided with support services. Other anticipated sources of funding include State and County HOME funds, DCA Balanced Housing Program funds, and private funds.

- **HomeFront XVI – GP&TL Connecticut Ave: $1,120,000**

  The Township will dedicate funds from the Affordable Housing Trust Fund to the non-profit organization HomeFront, Inc. for the purchase and write-down of the GP&TL site. The project totals 16 units in seven (7) duplexes and two (2) single-family homes.

  The units will all be family units and will meet the requirements of the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-26.1 et seq.), including but not limited to minimum 30-year affordability controls. All units will be either low-income (8 units) or very low-income (8 units) and will provide permanent housing for homeless or formerly homeless families with children. Families are provided with support services. Other anticipated sources of funding include State HOME funds, Mercer County Housing Trust Funds, and private funds.

- **Allies Inc. Family Housing: $40,000**

  The Township will dedicate funds from the Affordable Housing Trust Fund to the non-profit organization Allies, Inc. for the purchase and write-down of two (2) single-family, three-bedroom homes, located at 331 Redfern Avenue and 423 Wilfred Avenue, to be operated as group homes. All units will be family units and will meet the requirements of the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-26.1 et seq.), including but not

limited to minimum 30-year affordability controls. 331 Redfern Avenue will be priced as a moderate-income unit and 423 Wilfred Avenue as a low-income unit. Other sources of funding include DCA Neighborhood Stabilization Program (NSP) funds.

- **Isles, Inc. Family Housing: $1,400,000**
  The Loft @ Mill One Residential Development

  The Township will dedicate funds, in the amount of $1.4 million, from the Affordable Housing Trust Fund to the non-profit organization Isles Inc. for the Mill One project, an adaptive re-use of a 110-year old former textile mill. The project will include commercial and residential uses, artists' studio space, office and retail uses, and multi-family residential apartments. Other potential sources of funding include but are not limited HMFA's Credit Enhanced Conduit Bond Program. Of the total 240,000 square feet, 51,000 is proposed to be converted to mixed income residential use at a total development cost of $5.9 million. This project will consist of 45 residential units, including 30 affordable units consisting of four (4) very-low income units, 11 low-income units, and 15 moderate-income units. The affordable units will be developed and occupied in accordance with *N.J.A.C.* 5:93-7 and UHAC including, but not limited to bedroom distribution and affordability controls of at least 30 years. The units will be administered by an experienced Administrative Agent.

- **Eden Autism Services: $200,000**

  The Township will dedicate $200,000 from the Affordable Housing Trust Fund to the non-profit organization Eden Autism Services in exchange for 30-year affordability controls and thereafter until terminated by Hamilton at 3 Blue Devil Lane and 433 Princeton Avenue. Both four-bedroom group homes are for individuals with autism that are on the State's emergency waiting list for housing.

- **SERV Behavioral Health System: $138,000**

  The Township will dedicate funds from the Affordable Housing Trust Fund to the non-profit organization SERV for the purchase of 117 Colonial Avenue and the renovation of 2 Bainbridge Court and 6 Lohli Drive. The Township has committed to expend $100,000 to subsidize the purchase of 117 Colonial Drive, which will be used as a four-bedroom group home for adult

with intellectual and/or developmental disabilities. Additionally, the Township dedicates $38,000 ($19,000 each) to subsidize the renovation of 2 Bainbridge Court and 6 Lohli Drive; SERV will then deed-restrict these four-bedroom group homes for 30 years.

- **Mercer ARC – 12 Compton Way: $90,000**

  The Township will dedicate funds, in the amount of $90,000, from the Affordable Housing Trust Fund to the non-profit organization Mercer ARC for the purchase and rehabilitation of 12 Compton Way which will be converted into a three-bedroom group home for persons over the age of 18 with developmental disabilities.

- **Mercer ARC – 11 Phaeton Drive: $120,000**

  The Township will dedicate funds, in the amount of $120,000, from the Affordable Housing Trust Fund to the non-profit organization Mercer ARC for the purchase and rehabilitation of 11 Phaeton Drive which will be converted into a four-bedroom group home.

- **Mercer ARC – 88 Village Drive West: $120,000**

  The Township will dedicate funds, in the amount of $120,000, from the Affordable Housing Trust Fund to the non-profit organization Mercer ARC for the purchase and rehabilitation of 88 Village Drive West which will be converted into a four-bedroom group home.

- **Mercer ARC – 1470 Klockner Road: $238,000**

  The Township will dedicate funds, in the amount of $238,000 from the Affordable Housing Trust Fund to the non-profit organization Mercer ARC for the purchase of 1470 Klockner Road and to construct a six-bedroom group home.

- **Community Options – 25 Tattletown Road: $60,000**

  The Township will dedicate funds, in the amount of $60,000, from the Affordable Housing Trust Fund to the non-profit organization Community Options for renovation of 25 Tattletown Road which will be converted into a five-bedroom group home.

- **Society Hill II Extensions of Controls: $325,492.35**

  The Township will dedicate $2,380.20 per unit per year for extensions of controls on 22 units for 30-years. As such, the Township will dedicate $52,364.40 per year starting in 2020 towards the Homeowner Association Fees for the extensions of controls on 22 units. The Township will also dedicate $37,488.15 to retroactively subsidize the Association fee for the 22 units based on the date of execution of the extended affordability controls. This Spending Plan includes expenditures for this program through June 30, 2025; however, this program is to continue for at least 30 years and thereafter until the Township terminates the affordability controls.

- **Project Freedom – Samuel Alito Drive: $1,092,000**

  The Township is conveying land at fair market value of $1,092,000, to the non-profit organization Project Freedom for a 72-unit affordable housing rental community. Project Freedom will pay the Township with money granted to it by the Township from the Affordable Housing Trust Fund.

(c) New construction project(s): $2,073,250

The Township has identified opportunities to create 77 additional affordable units in its municipally-sponsored construction program as follows:

- **Project Freedom – Samuel Alito Drive: $573,250**
  The Township will dedicate funds from the Affordable Housing Trust Fund to the non-profit organization Project Freedom for a 72-unit affordable housing rental community. In addition to the conveyance of land, the Township has committed to expend $350,000 to subsidize the predevelopment and other related costs and $223,250 to subsidize the tree replacement costs required as part of the site plan approval. Other potential sources of funding include but are not limited to HMFA Low Income Housing Tax Credits, the Federal Home Loan Bank of New York, the Mercer County Home Program and a construction load from either TD Bank or Bank of America.

- **State Street: $1,500,000**

  The Township will dedicate funds from the Affordable Housing Trust Fund to acquire the State Street properties and subsidize the construction of five (5) affordable units. The Township has committed to expend $1,500,000. All five (5) units will be reserved for low-income residents. All of the units will be family for-sale units and will be developed and occupied in accordance with UHAC including, but not limited to bedroom distribution, length of affordability controls. Project administration will be conducted by Triad Associates.

(d) Administrative Expenses (N.J.A.C. 5:93-8.16(e))

Hamilton Township may use Affordable Housing Trust Fund revenue for related administrative costs up to a 20 percent limitation pending funding availability after programmatic and affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis in the CTM system based on actual revenues.

Projected Administrative Expenses		
Development Fees/Interest Collected to Date		$12,605,929.04
Development Fees Projected 2018-2025	+	$8,670,000.00
Interest Projected 2018-2025	+	$43,360.00
Nonresidential Development Fee Reimbursement	-	$188,137.50
Total	=	**$21,131,151.54**
20 Percent Maximum Permitted Administrative Expenses	x 0.20 =	$4,226.230.31
Less Administrative Expenditures to Date	–	$565,784.46
Projected Allowed Administrative Expenditures	=	***$3,660,445.85***

Hamilton Township projects that $3,660,445.85 may be available from the affordable housing trust fund to be used for administrative purposes. It does not

expect to spend the full amount. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

- Township Attorney, Engineer, and Planner fees related to plan preparation and implementation, and to obtaining Judgment of Compliance and Repose;
- Administration fees related to rehabilitation, extension of expiring controls, and municipally-sponsored construction programs;
- Affirmative Marketing;
- Income qualification of households; and
- Administration of Township's Affordable Housing Units.

EXPENDITURE SCHEDULE

Hamilton Township intends to use Affordable Housing Trust Fund revenues for its municipally-sponsored construction program, affordability assistance including the creation of very-low income units and making existing units more affordable, and administrations expenses. Additionally, this expenditure schedule meets the requirement that trust fund revenues are expended within four years of their collection.

Projected Expenditure Schedule 2019 Through 2025

Program	Units	2019	2020-2021	2022-2023	2024-2025	Total
Rehabilitation		$285,714	$571,429	$571,429	$571,429	$2M
Affordability Assistance		$984,286	$1.969M	$1.969M	$1.969M	$6.89M
New Construction		$414,000	$828,000	$828,000		$2.07M
Administration		$522,857	$1.046M	$1.046M	$1.046M	$3.66M
TOTAL		***$2.21M***	***$4.41M***	***$4.41M***	***$3.59M***	***$14.62M***

EXCESS OR SHORTFALL OF FUNDS

In the event that a shortfall of anticipated revenues occurs, Hamilton will bond to satisfy the gap in funding. In the event that funds exceed projected expenditures, the Township will devote any excess funds on additional affordability assistance above the 30 percent minimum requirement. Alternatively, the Township may seek the Court's approval to amend its Housing Element and Fair Share Plan, as well as this Spending Plan, to create additional affordable housing opportunities.

SUMMARY

The Township of Hamilton intends to spend Affordable Housing Trust Fund revenues pursuant to the extant regulations governing such funds and consistent with the housing programs outlined in the 2018 Third Round Housing Plan Element and Fair Share Plan. Hamilton had a balance of $6,094,359.51 as of December 31, 2017 and anticipates an additional $8,713,360 in revenues before the expiration of a Third Round Judgement of Repose for a total of $14,807,719.51.

The Township may expend up to $3,660,445.85 of Trust Funds on administrative costs during the period of repose. At this time, the Township estimates $6,885,886.16 of Trust Funds will be spent to create very low-income units, and to make units more affordable. Additionally, the Township will reserve $2 million to establish a renter-occupied rehabilitation program. Lastly, approximately $2,073,250 of additional Funds will be expended toward the creation of affordable housing through the Township's municipally-sponsored construction program.

Spending Plan Summary	
Revenues	
Balance as of December 31, 2017	$6,094,359.51
Projected Revenue from 2018 through 2025	
1. Development Fees	+ $8,670,000.00
2. Payments-In-Lieu of Construction	+ $0.00
3. Other Funds	+ $0.00
Interest	+ $43,360.00
Nonresidential Development Fee Reimbursement	- $188,137.50
Total Projected Balance	= ***$14,619,582.01***
Expenditures	
Funds Used for Rehabilitation	- $2,000,000.00
Affordability Assistance	- $6,885,886.16
New Construction	- $2,073,250.00
Administration	- $3,660,445.85
Total Projected Expenditures	= ***$14,619,582.01***
Remaining Balance	= ***$0.00***

W:\5000's\Hamilton - Mercer\5426 Planning Board\5426.FS Affordable Housing\Trust Fund\2019 Spending Plan\19.12.02_Draft Spending Plan.doc

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 18 164

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF HAMILTON, MERCER COUNTY, NEW JERSEY, OF INTENT TO FUND SPENDING PLAN SHORTFALL FOR AFFORDABLE HOUSING PROGRAMS IN THE TOWNSHIP'S HOUSING ELEMENT AND FAIR SHARE PLAN

Whereas pursuant to the substantive regulations of the New Jersey Council On Affordable Housing ("COAH"), certain portions of the Township's amended Housing Plan Element and Fair Share Plan as adopted by the Hamilton Township Planning Board on February 22, 2018 may require a financial commitment by the Township; and

Whereas the municipality must resolve to address any shortfall in the funding of its affordable housing programs as set forth in the Spending Plan and the Fair Share Plan, including its willingness to incur bonded indebtedness, if necessary, to provide the funds required for the timely implementation of the Fair Share Plan;

3f

18 164

Now, Therefore, Be It Resolved by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, as follows:

1. To the degree that the funds required for the implementation of the Township's Fair Share Plan, as will be more particularly set forth in the Township's approved Spending Plan, are not available at the time they are needed from all available affordable housing funding sources, the Township will provide the funding needed to cover any shortfall through appropriations in the Township's annual budget, bonding, or any other legal means, with the understanding that any future affordable housing funding which becomes available may be used to reimburse the Township for the costs incurred.

ADOPTED BY COUNCIL ON JUNE 19, 2018
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER	✓					✓
RALPH V. MASTRANGELO	✓					
RICHARD L. TIGHE, JR.	✓					
JEFFREY S. MARTIN	✓				✓	
ANTHONY P. CARABELLI, JR.	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting RES. - Moved SEC. - Seconded

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56. Affordable Housing Ordinance

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 19-013

1ST READING March 19, 2019
2ND READING & PUBLIC HEARING Apr 2, 2019
WITHDRAWN _____ LOST _____

DATE TO MAYOR April 3, 2019
DATE RESUBMITTED TO COUNCIL _____
DATE EFFECTIVE April 23, 2019

APPROVED AS TO FORM AND LEGALITY
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY
TITLE

ORDINANCE AMENDING AND SUPPLEMENTING THE *CODE OF THE TOWNSHIP OF HAMILTON, NEW JERSEY,* PART III, *LAND USE LEGISLATION,* CHAPTER 550, *LAND DEVELOPMENT*

Whereas the New Jersey Council on Affordable Housing ("COAH") has promulgated rules, set forth at N.J.A.C. 5:93 and 5:91, concerning the substantive and procedural requirements for obtaining third round substantive certification of the Township's Housing Element and Fair Share Plan; and

Whereas on March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from COAH to designated *Mt. Laurel* trial judges within the Superior Court; and

Whereas on July 8, 2015, the Township of Hamilton submitted a Declaratory Judgment Action to New Jersey Superior Court; and

Whereas on December 29, 2016, the Township entered into a Settlement Agreement with Fair Share Housing Center resolving the determination of the Township's Third Round obligation and setting forth the Township's preliminary compliance plan; and

Whereas on March 31, 2017, the New Jersey Superior Court approved the Settlement Agreement between the Township and Fair Share Housing Center; and

Whereas conditions of the Court-approved Settlement Agreement require the Township to update its affordable housing ordinances to be in compliance with the current rules and regulations;

Now, Therefore, Be It Ordained by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the *Code of the Township of Hamilton, New Jersey,* Part III, *Land Use Litigation,* CHAPTER 550, *Land Development,* as amended and supplemented, be further amended and supplemented as follows:

Chapter 550

LAND DEVELOPMENT

Article III. District Regulations

.....

§ 550-81. REO-2, REO-4 and REO-5 Research, Engineering and Office Districts, and RD Research and Development Districts.

A. Principal permitted uses on the land and in buildings.

TOWNSHIP OF HAMILTON
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ORDINANCE No. 19-013

ORDINANCE AMENDING AND SUPPLEMENTING THE *CODE OF THE TOWNSHIP OF HAMILTON, NEW JERSEY*, PART III, *LAND USE LEGISLATION*, CHAPTER 550, *LAND DEVELOPMENT*

(1) REO and RD Districts:

.....

(2) In addition to the above, the following are permitted, but only in the RD Districts, except as provided in Subsection A(2)(g)1. below:

(a) Pharmaceutical products operations.

.....

(g) Planned mixed-use research and development parks, subject to the following requirements and conforming to the findings of a planned development as defined by the Municipal Land Use Law, N.J.S.A. 40:55D-45, and in accordance with and approved general development plan.

1. The minimum total area to be developed as a planned mixed-use research and development park shall be 100 acres, unless otherwise noted. That minimum area may be met with land in the RD District or in both the RD and REO-5 Districts, provided that the districts are contiguous and that at least 85 acres of the planned mixed-use research and development park are within the RD District. Such area shall be developed in accordance with a single comprehensive general development plan. Streets and rail rights-of-way shall not be deemed to divide acreage for the purposes of this requirement.

.....

9. All planned commercial developments shall have at least one major commercial anchor or magnet store of at least 100,000 square feet, unless otherwise noted. All planned commercial developments shall provide for passive and/or active recreation for patrons. Such area(s) shall be improved in accordance with a consistent design theme which is applied throughout the planned development and in accordance with the standards set forth in § 550-[167]165.

.....

14. In order to foster the attractiveness of a site designated as a planned mixed-use research and development park and the surrounding neighborhoods and in order to provide an efficient road and utility network, ensure the movement of traffic, implement Comprehensive Planning and better serve the public health, safety and general welfare, the design standards and criteria in § 550-[167]165 shall be utilized by the Planning Board in reviewing all site plans and subdivision plats relating to a planned mixed-use research and development park. These

EXPLANATION Matter UNDERLINED thus in this legislation is new matter.
Matter contained in BRACKETS [thus] is to be omitted from the law.

standards shall not be regarded as inflexible requirements. They are not intended to discourage creativity, invention and innovation.

.....

§ 550-90. Mixed-Use Area II Train Station Overlay.

A. Purpose; location.

.....

C. Principal permitted uses. Principal permitted uses on the land and in the building(s) shall be as follows:

(1) Any principal permitted use, accessory use and other use permitted in the underlying zoning district shall continue to be allowed in accordance with the standards specified for such uses found in the appropriate section of this chapter.

.....

(5) In order to foster the attractiveness of a site designed as a mixed-use train station development and the surrounding neighborhoods and in order to provide an efficient road and utility network, ensure the movement of traffic, implement comprehensive planning and better serve the public health, safety and general welfare, the design standards and criteria in § 550-[167]165 shall be utilized by the Planning Board in reviewing all site plans and subdivision plats relating to a mixed-use train station development. These standards shall not be regarded as inflexible requirements. They are not intended to discourage creativity, invention and innovation.

.....

§ 550-91. Arts and Culture Overlay.

All requirements of this chapter for the respective zoning districts within the Arts and Culture Overlay shall remain in effect except as specifically superseded by the following, unless otherwise noted:

A. Purpose. The Arts and Culture Overlay has been designated to promote investment through mixed-use and commercial development that expands the presence of and/or otherwise enhances the arts and culture within the district.

.....

C. General requirements.

(1) A floor area ratio bonus to a maximum total floor area ratio of 0.40 and an impervious surface coverage bonus to a maximum total coverage of 0.80 shall be conveyed to any lot developing one or more of the Arts and Culture Overlay

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 19-013

ORDINANCE AMENDING AND SUPPLEMENTING THE *CODE OF THE TOWNSHIP OF HAMILTON, NEW JERSEY*, PART III, *LAND USE LEGISLATION*, CHAPTER 550, *LAND DEVELOPMENT*

District's principal permitted uses, provided that at least 20% of the total building floor area on the lot consists of one or more of the arts and culture principal permitted uses as set forth in Subsection **B(1)** above. The bonuses set forth in this section are not to be conveyed for supporting principal permitted uses as set forth in Subsection **B(2)** above.

.....

(5) Architectural standards. All development and redevelopment shall comply with the standards in § **550-[167]165**, Evaluation standards and criteria for planned developments.

.....

Chapter 550

LAND DEVELOPMENT

Article V. Exceptions, Modifications and Development Alternatives

.....

§ 550-[165]166. [Affordable housing; Municipal Housing Liaison.] Mandatory Affordable Housing Set-Aside.

A. Mandatory set-aside of units.

(1) All residential inclusionary developments in R-7, R-10, R-15, R-25, RRC and A/T Districts shall be required to set aside a mandatory 20% of the dwelling units for the construction of low- and moderate-income housing in accordance with the provisions of this section.

(2) A mandatory affordable housing set-aside requirement of 20% shall be imposed on any multifamily development created through any Township or Land Use Board action involving a rezoning, use variance, density variance, redevelopment plan or rehabilitation plan permitting redevelopment, which density is at or above six dwelling units per acre and results in the construction of five or more units.

(3) The developer shall provide that half of the low- and moderate-income units constructed be affordable by low-income households and that the remaining half be affordable by moderate-income households. At least 13% of all restricted rental units shall be very-low-income units (affordable to a household earning 30% or less of median income). The very-low -income units shall be counted as part of the required number of low-income units within the development.

(4) Subdivision and site plan approval shall be denied by the board unless the developer complies with the requirements to provide low- and moderate-income housing pursuant to the provisions of this section. A property shall not be permitted to be subdivided so as to avoid meeting this requirement. The Board may impose any reasonable conditions to ensure such compliance.

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ORDINANCE AMENDING AND SUPPLEMENTING THE *CODE OF THE TOWNSHIP OF HAMILTON, NEW JERSEY*, PART III, *LAND USE LEGISLATION*, CHAPTER 550, *LAND DEVELOPMENT*

(5) The mandatory affordable housing set-aside requirement shall not give any developer the right to any such rezoning, variance, or other relief as set forth above or establish any obligation on the part of the Township to grant such rezoning, variance or other relief.

*** Note: Subsections (B) through (L) are to be deleted in their entirety.**

[B. Bedroom distribution.

(1) A minimum of 35% of all low- and moderate-income units shall be two-bedroom units.

(2) A minimum of 15% of all low- and moderate-income units shall be three-bedroom units.

(3) No more than 20% of all low- and moderate-income units may be efficiency units.

C. Qualifying occupants; marketing.

(1) Each low-income unit shall be occupied by qualifying low-income households, and each moderate-income unit shall be occupied by qualifying moderate-income households, except as provided in Subsection C(2) of this section.

(2) If, upon resale or re-rental of a low- or moderate-income unit, the owner certifies and documents in writing to the satisfaction of the administrative officer that no low- or moderate-income purchaser has been found within 90 days from the day a unit is continuously offered for resale or re-rental, the low-income unit may be sold or rented to a moderate-income purchaser or tenant or, if none is available, to any interested purchaser or tenant, and the moderate-income unit to any interested purchaser or tenant, at a price which meets the requirements of Subsection D. Resale and re-rental controls shall remain in effect for any subsequent sales or rentals.

(3) The developer shall formulate and implement a written affirmative marketing plan acceptable to the Planning Board. The affirmative marketing plan shall be realistically designed to ensure that low- and moderate-income households are informed of the housing opportunities in the development. The plan shall include advertising and other outreach activities throughout the present need region (Mercer, Burlington, Camden and Gloucester Counties).

D. Affordability; sales price and rental limitations.

(1) Sales unit. The monthly cost of a low- or moderate-income unit, including mortgage (principal and interest), taxes, insurance and homeowners' or condominium association fees, shall not exceed 28% of an eligible gross household income for low- and moderate-income households, as defined and adjusted from time to time by the United States Department of Housing and Urban Development. See N.J.A.C. 5:92-12.12 and 5:92-12.13.

(a) The low- and moderate-income units shall be part of any homeowners' or condominium association created for market rate units.

(b) Homeowners' or condominium association fees for low- or moderate-income units shall be no greater than 1/3 of the amount charged the unrestricted units in the development.

(2) Rental unit. The monthly cost of a low- or moderate-income unit, including contract, rent and utilities (gas, electric, oil, water and sewer), shall not exceed 30% of gross monthly household income for low- and moderate-income households, as defined and adjusted from time to time by the United States Department of Housing and Urban Development. See N.J.A.C. 5:92-12.12 and 5:92-12.13.

(3) Size of household. For purposes of establishing the permitted sales and rental prices for a low- or moderate-income unit, households of the following size shall be assumed to occupy units of the following size, and the sale or rental price shall not be affected regardless of the size of the household actually occupying the unit:

Size of Unit (bedrooms)	Size of Household (persons)
0	1
1	2
2	3
3	5
4	7

See N.J.A.C. 5:92-12.12 and 5:92-12.13.

E. Maintaining affordability.

(1) Low- and moderate-income units, whether for sale or rental, shall remain affordable to low- and moderate-income households for 30 years from the date of issuance of certificates of occupancy for low- and moderate-income units. The thirty-year period for rental units shall commence on the date of issuance of the last certificate of occupancy in such development. The low- and moderate-income units shall be controlled by a deed restriction and mortgage lien as adopted by the New Jersey Council on Affordable Housing (N.J.A.C. 5:92-12.2), which shall ensure containing affordability of such units. See N.J.A.C. 5:91-12 Appendix.

(a) Certificates of occupancy and certificates of reoccupancy shall not be issued until the referenced deed restriction and mortgage lien have been reviewed and approved by the Department of Law or the administrative officer. See N.J.A.C. 5:92-12.

(b) The referenced restrictive covenant of the deed and mortgage lien shall have priority over all mortgagees on the property except for the first mortgagees placed on the property by the mortgagees prior to the expiration of the thirty-year period established herein. See N.J.A.C. 5:92-12.2.

(c) The referenced deed with restrictive covenants and mortgage lien shall be filed and recorded with the Mercer County Clerk's office within five days of sale of the unit and shall be filed with the Township Engineer for plotting on the Tax Map of the Township within five days of return of the recorded documents by the Mercer County Clerk's office.

(2) Affidavit of affordability controls. The developer or owner of any low- or moderate-income unit offered for sale or rental shall file an affidavit with the administrative officer prior to the issuance of a certificate of occupancy, confirming that the purchaser or lessees have met the income eligibility requirements of this section and that the deed restriction and mortgage lien required by Subsection E(1) has been put in place.

(3) Procedures for initial sales, resale prior to the expiration of controls, and rentals.

(a) Low- and moderate-income units shall not be offered to non-income-eligible households at initial sale without New Jersey Council on Affordable Housing approval. Parties that petition the New Jersey Council on Affordable Housing for such approval shall document efforts to sell housing units to income-eligible households and shall adhere to the procedures outlined in N.J.A.C. 5:91-13. See N.J.A.C. 5:92-12.15.

(b) Persons wishing to sell affordable units shall notify the administrative officer of the Township by certified mail of the intent to sell. If no eligible buyer enters a contract of sale for the unit within 90 days of notification, the Township shall have the option to purchase the unit for the maximum price permitted, based on the regional increase in median income as defined by HUD or other recognized standard adopted by the New Jersey Council on Affordable Housing. If the Township does not purchase the unit, the seller may apply for permission to offer the unit to a non-income-eligible household at the maximum price permitted. The seller shall document efforts to sell the unit to an income-eligible household as part of this application. If the request is granted, the seller may offer low-income housing units to moderate-income households and moderate-income housing units to households earning in excess of 80% of median. In no case shall the seller be permitted to receive more than the maximum restricted sale or resale price. In no case shall a sale pursuant to this section eliminate the resale controls on the unit or permit any subsequent seller to convey the unit except in full compliance with terms of this section.

(c) Owners of low- and moderate-income rental units shall not offer rental units to non-income-eligible households without prior approval of the New Jersey Council on Affordable Housing. Parties that petition for such approval shall document all efforts to rent to income-eligible households and demonstrate to the satisfaction of the Council that alternatives, such as a reduction in rent, are not feasible. Parties that petition the New

Jersey Council on Affordable Housing shall adhere to the procedures outlined in N.J.A.C. 5:91-13. See N.J.A.C. 5:92-12.15.

(4) Option to purchase. The Township, the New Jersey Department of Community Affairs, the New Jersey Housing and Mortgage Finance Agency, or an approved nonprofit entity shall have the option to purchase the affordable housing unit at the maximum allowable restricted sales price upon the first nonexempt sale after the thirty-year period established herein has expired. The owner of the unit shall notify the administrative officer of the Township and the Township Department of Law by certified mail of the intent to sell 90 days prior to entering into a sale agreement, and the option to purchase shall remain open for such ninety-day period. See N.J.A.C. 5:92-12.3.

(a) The foregoing option to purchase shall be incorporated in the deed restriction established herein. See N.J.A.C. 5:92-12.3.

F. Distribution and locational criteria.

(1) To the extent reasonably attainable, the low- and moderate-income units shall not be situated in less desirable locations and should be as accessible to the common open space, public facilities or shopping facilities, if any are provided, as market rate units.

(2) In developments which are other than 100% low- and moderate-income units, the low- and moderate-income units shall be dispersed throughout the development.

G. Phasing.

(1) The low- and moderate-income units shall be constructed in tandem with market rate units according to the following schedule:

Market Rate Units (percentage)*	Low- and Moderate-Income Units (percentage)*
25%	0%
25% + 1	10%
50%	50%
75%	75%
90%	100%
100%	—

* Note: The percentages refer to the percentage of total dwelling units having certificates of occupancy.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 19-013

ORDINANCE AMENDING AND SUPPLEMENTING THE *CODE OF THE TOWNSHIP OF HAMILTON, NEW JERSEY*, PART III, *LAND USE LEGISLATION*, CHAPTER 550, *LAND DEVELOPMENT*

(2) The Township shall deny issuance of certificates of occupancy for market rate units in the developments if a developer fails to comply with the requirements for low- and moderate-income housing.

H. Township's interest in affordable housing units; repayment option.

(1) The Township, its authorized designee, successors and/or assigns are intended third-party beneficiaries of any agreement regarding low- and moderate-income housing units created pursuant to this chapter and are vested with all the rights afforded by such status. The Township, in furtherance of satisfying its continuing obligation to create realistic opportunities for low- and moderate-income housing, must have a continued benefit from the affordable housing units even after the expiration of any restrictions. The Township is vested with an interest in the profits to be realized by the increased value of any affordable housing unit upon the expiration of restrictions at the end of the thirty-year restrictive period.

(2) The owner of a low- or moderate-income unit at the expiration of the thirty-year period established in Subsection E, having provided the requisite 90 days' prior notice of intent to sell to the Township, and the option to purchase under Subsection E(4) not having been exercised, may:

(a) Sell to a qualified low- and moderate-income household at the maximum restricted sales price with a deed with restrictive covenants and mortgage lien conforming to the requirement of Subsection E preceding;

(b) Sell to a market purchaser and exercise the repayment option, wherein 95% of the differential between the maximum restricted resale price and market sales price is paid to the Township at closing.

I. Conversions. Low- and moderate-income rental units may be converted to condominium or cooperative units, but the sales price and occupancy restrictions of this section shall continue to apply to allow persons meeting low- and moderate-income eligibility standards to purchase such units.

J. Administration. The administrative officer shall administer the income, sales and rent limitations for low- and moderate-income units set by this section.

K. Applicability of New Jersey Council on Affordable Housing regulation. Wherever this section is silent concerning the regulations of the New Jersey Council on Affordable Housing (COAH), such COAH regulations shall apply. Where applicable, COAH regulations shall take precedence over the provisions hereof.

L. Municipal Housing Liaison.

(1) Definitions. As used in this section, the following terms shall have the meanings indicated:

ADMINISTRATIVE AGENT

The entity responsible for administering the affordability controls of some or all units in the affordable housing program for the Township, so as to ensure that the restricted units are affirmatively marketed and sold or

rented, as applicable, only to qualified low- and moderate-income households.

MUNICIPAL HOUSING LIAISON
The municipal employee charged with the responsibility for oversight and administration of the Township's affordable housing program.

(2) Position; powers and duties; compensation.

(a) There is hereby established the position of Municipal Housing Liaison for the Township. The Municipal Housing Liaison shall be appointed by the Mayor and may be a full- or part-time municipal employee.

(b) The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program of the Township, including the following responsibilities, which may not be contracted out:

1. Serving as the Township's primary point of contact for all inquiries from the state, affordable housing providers, administrative agent(s) and interested households;

2. Monitoring the status of all restricted units in the Township's fair share plan;

3. Collecting information from the administrative agent(s), compiling, verifying and submitting annual reports as required by COAH;

4. Coordinating meetings with affordable housing providers and administrative agent(s), as applicable;

5. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing, as offered and/or approved by COAH.

(c) Any compensation to be paid for this position shall be set by Township Council.

(3) Administrative agent; oversight. Subject to COAH approval, the Township may contract with or authorize a consultant, authority, government or any agency to assume the responsibility of administering the Township's affordable housing program. If the Township chooses to contract with another entity for said responsibilities, the Municipal Housing Liaison shall be responsible for supervising the contracting administrative agent.]

* **Note: § 550-166. Affordable housing development fees, is to be deleted in its entirety.**

[§ 550-166. Affordable housing development fees.]

[A. Findings and purposes.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 19-013

ORDINANCE AMENDING AND SUPPLEMENTING THE *CODE OF THE TOWNSHIP OF HAMILTON, NEW JERSEY*, PART III, *LAND USE LEGISLATION*, CHAPTER 550, *LAND DEVELOPMENT*

(1) The New Jersey Supreme Court, in Holmdel Builders Ass'n v. Holmdel Township, 121 N.J. 550 (1990), determined that mandatory development fees are both statutorily and constitutionally permissible. The Court further anticipated that the New Jersey Council on Affordable Housing would promulgate appropriate development fee rules specifying, among other things, the standards for these development fees.

(2) The Council of the Township finds and declares that the creation and preservation of affordable housing in the Township and the housing region in which the Township is situated serves the public interest. Maintaining and improving a stock of sound affordable housing requires affirmative steps by local government working cooperatively with public bodies at all levels and with the private sector. The purpose of this section is to create in the Township a trust fund from payment of development fees to assist in the marshaling of public and private monies dedicated to affordable housing projects and programs.

B. Definitions. As used in this section, the following terms shall have the meanings indicated:

AFFORDABLE HOUSING

Any housing unit with an acquisition price or rent level not exceeding the maximum resale or rent level for low- and moderate-income housing as set forth in N.J.A.C. 5:93-11.

COUNCIL

The New Jersey Council on Affordable Housing established under the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., and which has primary jurisdiction for the administration of low- and moderate-income delegations in accordance with sound regional planning and considerations in this state.

DEVELOPMENT FEES

Sums paid by an individual, person, partnership, association, company or corporation for the improvement of property as permitted in N.J.A.C. 5:93-8 et seq.

EQUALIZED ASSESSED VALUE

The value of a property determined by the Township Tax Assessor through a process designed to ensure that all property in the Township is assessed at the same assessment ratio or ratios required bylaw. Estimates at the time of building permit may be obtained by the Tax Assessor utilizing estimates for construction cost. Final equalized assessed value will be determined at project completion by the Tax Assessor.

C. Development fee schedule.

(1) Residential development.

(a) Residential development fees shall be a maximum of 1% of the equalized assessed value for residential development.

(b) The Township may allow developers of sites zoned for inclusionary development to pay the fee in lieu of building low- and moderate-income units, provided the Council determines the Township housing element

and fair share plan provides a realistic opportunity for addressing the Township's fair share obligation. The fee may equal the cost of subsidizing the low- and moderate-income units that are replaced by the development fee. For example, an inclusionary development may include a 20% set-aside, no set-aside and a fee that is the equivalent of a 20% set-aside, or a combination of a fee and set-aside that is the equivalent of a 20% set-aside.

(c) The Township may collect fees exceeding those permitted in this section, provided the Township enters into agreements with developers that offer a financial incentive for paying higher fees. No agreement may provide for a voluntary development fee without also providing for a comparable offsetting incentive. All agreements are subject to Council approval.

(2) Nonresidential development.

(a) New construction of buildings and structures in excess of 5,000 square feet shall be subject to a fee of 2% of the equalized assessed value, except as otherwise noted herein. The following new construction shall be subject to a fee of 2% of the equalized assessed value, regardless of the size of the building: convenience stores; fast food restaurants; liquor stores; service stations.

(b) Developers that expand an existing nonresidential structure or building by more than 5,000 square feet shall pay a development fee at the rate set forth in Subsection C(2)(a) multiplied by the increase in the equalized assessed value of the improved structure or building.

D. Eligible exactions, ineligible exactions, and exemptions.

(1) Except as provided for in Subsection C above, inclusionary development shall be exempt from development fees. All other forms of new residential construction shall be subject to development fees.

(2) The Township shall not reduce densities from preexisting levels and then require developers to pay development fees in exchange for an increased density.

(3) Developments that have received preliminary or final approval prior to the imposition of a development fee shall be exempt from development fees unless the developer seeks a substantial change in the approval.

(4) The Township exempts the following types of development from the imposition of development fees:

(a) Development by the Township or any of its instrumentalities; and

(b) Development by charitable or not-for-profit entities involved in the development of affordable housing, formed and legally established in accordance with the laws of the state.

E. Collection of development fees.

(1) Developers shall pay 50% of the calculated development fee to the municipality

at the issuance of building permits. The development fee shall be estimated by the Tax Assessor prior to issuance of building permits.

(2) Developers shall pay the remaining fee to the municipality at the issuance of certificates of occupancy. At the issuance of certificates of occupancy, the Tax Assessor shall calculate the equalized assessed value and the appropriate development fee. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the certificate of occupancy and the amount paid at the time of issuance of the building permits.

F. Housing trust fund. All development fees shall be deposited with the Chief Financial Officer of the Township in a separate designated interest-bearing housing trust fund account. The development fees placed in the housing trust fund shall be deemed "dedicated revenues," as such term is defined in N.J.S.A. 40A:4-36. In establishing the housing trust fund, the Township shall provide whatever express written authorization that may be required by the bank utilized by the Township in order to permit the Council to direct the disbursement of development fees pursuant to Subsection J of this section.

G. Application of affordable housing development fees.

(1) The Township shall use revenues collected from development fees for any activity approved by the Council for addressing the Township's fair share obligation. Such activities include, but are not limited to, rehabilitation, new construction, regional contribution agreements, purchase of land for low- and moderate-income housing, improvement of land to be used for low- and moderate-income housing, extension and/or improvements of roads and infrastructure to low- and moderate-income housing sites, assistance designed to render units to be more affordable, and administration of the implementation of the housing element.

(2) Funds shall not be expended to reimburse the Township for past housing activities.

(3) At least 30% of the revenues collected from development fees shall be devoted to render units more affordable. Examples of such activities include, but are not limited to, down payment assistance, low-interest loans, and rental assistance. This reimbursement may be waived in whole or in part when the Township demonstrates to the Council the ability to address the requirement of affordability assistance from another source.

(4) No more than 20% of the revenues collected from development fees shall be expended on administration, including, but not limited to, salaries and benefits for Township employees or consultant fees necessary to develop or implement a rehabilitation program, a new construction program, a regional contribution agreement, a housing element and an affirmative marketing program. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the Council's monitoring requirements. Development fees shall not be used to defray the costs of existing staff.

H. Monitoring. The Township shall complete and return to the Council all monitoring forms related to the collection of development fees, expenditures of revenues, and implementation of the spending plan certified by the Council. Quarterly financial reports

and annual program implementation and auditing reports shall be completed by the Township on forms designed by the Council.

I. Spending plans.

(1) The Township shall submit to the Council a spending plan for the development fees collected by it prior to the expiration of its substantive certification period. Plans to spend development fees shall consist of the following information:

(a) A projection of revenues anticipated from imposing fees on development, based on historic activity;

(b) A description of the administrative mechanism that the Township will use to collect and distribute revenues;

(c) A description of the anticipated use of all development fees;

(d) A schedule for the creation or rehabilitation of housing units;

(e) In the event the Township envisions being responsible for public sector or nonprofit construction of housing, a pro-forma statement of the anticipated costs and revenues associated with the development; and

(f) The manner through which the Township will address any expected or unexpected shortfall if the anticipated revenues from development fees are not sufficient to implement the plan.

J. Penalties.

(1) In the event that any of the conditions set forth in Subsection J(2) below occur, the Council shall be authorized, on behalf of the Township, to direct the manner in which all development fees collected pursuant to this section shall be expended. Should any such condition occur, such revenues shall immediately become available for expenditure at the direction of the Council upon the Township Clerk's receipt of written notification from the Council that such a condition has occurred. In furtherance of the foregoing, the Township shall, in establishing a bank account pursuant to Subsection F of this section, ensure that the Township has provided whatever express written authorization which may be required by the bank to permit the Council to direct disbursement of such revenues from the account following the delivery to the bank of the aforementioned written notification provided by the Council to the Township Clerk.

(2) Occurrence of the following may result in the Council taking an action pursuant to Subsection J(1) above:

(a) Failure to submit a spending plan pursuant to Subsection I above within the time limits imposed by the Council;

(b) Failure to meet deadlines for information required by the Council in its review of this section, the Township's housing element or spending plan;

(c) Failure to address the Council's conditions for approval of a plan to spend development fees within the deadlines imposed by the Council;

(d) Failure to address the Council's conditions for substantive certification within the deadlines imposed by the Council;

(e) Failure to submit accurate monitoring reports within the time limits imposed by the Council;

(f) Failure to implement the spending plan for development fees within the time limits imposed by the Council or within reasonable extensions granted by the Council;

(g) Expenditures of development fees on activities not permitted by the Council;

(h) Revocation of the Township's substantive certification; or

(i) Other good cause demonstrating that the revenues are not being used for the intended purpose.

K. Ongoing collection of development fees. The Township's ability to collect development fees shall expire with substantive certification unless the Township has filed an adopted housing element with the Council, petitioned for substantive certification, and received the Council's approval of its Development Fee Ordinance.]

* **Note: § 550-167 is to become § 550-165. There are no further amendments to this section.**

§ 550-[167]165. Evaluation standards and criteria for planned developments.

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§ 550-167. Affordable Housing Development Fees.

A. Purpose.

(1) In *Holmdel Builder's Association V. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.

(2) Pursuant to P.L.2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of COAH or court of competent jurisdiction and have an approved spending plan may retain fees collected from non-residential development.

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(3) This ordinance establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance P.L.2008, c.46, Sections 8 and 32-38. Fees collected pursuant to this ordinance shall be used for the sole purpose of providing low- and moderate-income housing. This ordinance shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:93-8.

B. Basic Requirements.

(1) This ordinance shall not be effective until approved by the Superior Court of New Jersey pursuant to N.J.A.C. 5:93-8.2.

(2) Hamilton Township shall not spend development fees until the Superior Court of New Jersey has approved a plan for spending such fees in conformance with N.J.A.C. 5:93-5.1(c).

C. Definitions.

(1) The following terms, as used in this ordinance, shall have the following meanings:

(a) "Affordable housing development" means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.

(b) "COAH" or the "Council" means the New Jersey Council on Affordable Housing established under the Act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State.

(c) "Development fee" means money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:93-8.

(d) "Developer" means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

(e) "Equalized assessed value" means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L.1973, c.123 (C.54:1-35a through C.54:1-35c).

D. Residential Development Fees.

(1) Imposed fees.

(a) Within all district(s), residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5 percent of the equalized assessed value for residential development provided no increased density is permitted.

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(b) When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6.0 percent of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

(2) Eligible Exactions, Ineligible Exactions and Exemptions for Residential Development.

(a) Affordable housing developments, developments where the developer is proving for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.

(b) Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.

E. Non-residential Development Fees.

(1) Imposed Fees.

(a) Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

(b) Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

(c) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e. land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

(2) Eligible Exactions, Ineligible Exactions and Exemptions for Non-residential Development.

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(a) The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half (2.5) percent development fee, unless otherwise exempted below.

(b) The 2.5 percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

(c) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to P.L.2008, c.46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.

(d) A developer of a non-residential development exempted from the non-residential development fee pursuant to P.L.2008, c.46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.

(e) If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by Hamilton Township as a lien against the real property of the owner.

F. Collection Procedures.

(1) Upon the granting of a preliminary, final or other applicable approval, for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.

(2) For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The Developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

(3) The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.

(4) Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.

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(5) The construction official responsible for the issuance of a final certificate of occupancy notifies the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.

(6) Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

(7) Should Hamilton Township fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of section 37 of P.L.2008, c.46 (C.40:55D-8.6).

(8) Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.

(9) Appeal of Development Fees.

(a) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by Hamilton Township. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

(b) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by Hamilton Township. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

G. Affordable Housing Trust Fund.

(1) There is hereby created a separate, interest-bearing housing trust fund to be maintained by the chief financial officer for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

(2) The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

(a) Payments in lieu of on-site construction of affordable units;

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(b) Developer contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible;

(c) Rental income from municipally operated units;

(d) Repayments from affordable housing program loans;

(e) Recapture funds;

(f) Proceeds from the sale of affordable units; and

(g) Any other funds collected in connection with Hamilton Township's affordable housing program.

(3) All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities as per a spending plan approved by the Superior Court of New Jersey.

H. Use of Funds.

(1) The expenditure of all funds shall conform to a spending plan approved by the Superior Court of New Jersey. Funds deposited in the housing trust fund may be used for any activity approved by the court to address the Hamilton Township's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing non-residential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:93-8.16 and specified in the approved spending plan.

(2) Funds shall not be expended to reimburse Hamilton Township for past housing activities.

(3) At least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30 percent or less of median income by region.

(a) Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.

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(b) Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income.

(c) Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

(4) Hamilton Township may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:93-8.16(d).

(5) No more than 20 percent of all revenues collected from development fees, may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20 percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's or the court's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the COAH's regulations and/or action are not eligible uses of the affordable housing trust fund.

I. Monitoring.

(1) Hamilton Township shall complete and return to the Superior Court of New Jersey all monitoring forms included in monitoring requirements related to the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Hamilton Township's housing program, as well as to the expenditure of revenues and implementation of the plan that has been approved by the court. All monitoring reports shall be completed on forms designed by COAH or the special master.

J. Ongoing Collection of Fees.

(1) The ability for Hamilton Township to impose, collect and expend development fees shall expire with its substantive certification or judgment of compliance from the court unless Hamilton Township has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification, and has received COAH's or the court's approval of its development fee ordinance. If Hamilton Township fails to renew its ability to impose and collect development fees prior to the expiration of the judgment of compliance, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L.1985, c.222 (C.52:27D-320). Hamilton Township shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its judgment of compliance, nor shall Hamilton Township

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retroactively impose a development fee on such a development. Hamilton Township shall not expend development fees after the expiration of its judgment of compliance.

* **Note: § 550-168 is to be deleted in its entirety.**

[§ 550-168. Fair share housing plan.]

[Purpose. This section sets forth regulations regarding low- and moderate-income housing units in the Township of Hamilton that are consistent with the provisions of N.J.A.C. 5:93 et seq., as effective on June 6, 1994. These rules are pursuant to the Fair Housing Act of 1985 and the Township's constitutional obligation to provide for its fair share of low- and moderate-income housing.

A. Hamilton Township's fair share obligation will be divided equally between low- and moderate-income households as per N.J.A.C. 5:93-2.20.

B. Except for inclusionary developments constructed pursuant to low-income tax credit regulations:

(1) At least half of all units within each inclusionary development will be affordable to low-income households; and

(2) At least half of all rental units will be affordable to low-income households; and

(3) At least 1/3 of all units in each bedroom distribution pursuant to N.J.A.C. 5:93-7.3 will be affordable to low-income households.

C. Inclusionary developments that are not age-restricted will be constructed in conjunction with realistic market demands so that:

(1) The combination of efficiency and one-bedroom units is at least 10% and no greater than 20% of the total low- and moderate-income units; and

(2) At least 30% of all low- and moderate-income units are two-bedroom units; and

(3) At least 20% of all low- and moderate-income units are three-bedroom units; and

(4) Low- and moderate-income units that are age-restricted may utilize a modified bedroom distribution. At a minimum, the number of bedrooms will equal the number of age-restricted low- and moderate-income units within the inclusionary development.

D. In conjunction with realistic market information, the following criteria will be used in determining maximum rents and sale prices:

(1) Efficiency units will be affordable to a one-person household;

(2) One-bedroom units will be affordable to 1 1/2-person households;

(3) Two-bedroom units will be affordable to three-person households;

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(4) Three-bedroom units will be affordable to 4 1/2-person households;

(5) Median income by household size will be established by a regional weighted average of the uncapped Section 8 income limits published by the Department of Housing and Urban Development (HUD) as per N.J.A.C. 5:93-7.4(b);

(6) The maximum sales prices of low- and moderate-income units within each inclusionary development will be affordable to household earning no more than 70% of median income. In averaging an affordability range of 55% for sales units, the municipal ordinance will require moderate-income sales units to be available for at least two different prices and low-income sales units to be available for at least two different prices;

(7) For both owner-occupied and rental units, the low- and moderate-income units will utilize the same heating source as market units within an inclusionary development;

(8) Low-income units will be reserved for households with a gross household income less than or equal to 50% of the median income approved by the New Jersey Council on Affordable Housing (COAH); moderate-income units will be reserved for households with a gross household income less than 80% of the median income approved by COAH as per N.J.A.C. 5:93-7.4(g); and

(9) The regulations outlined in N.J.A.C. 5:93-9.15 and 5:93-9.16 will be applicable for purchased and rental units.

E. For rental units, developers and/or municipal sponsors may:

(1) Establish one rent for a low-income unit and one for a moderate-income unit for each bedroom distribution.

(2) Gross rents, including an allowance for tenant-paid utilities, will be established so as not to exceed 30% of the gross monthly income of the appropriate household size as per N.J.A.C. 5:93-7.4(f). The tenant-paid utility allowance will be consistent with the utility allowance approved by HUD for use in New Jersey.

(3) The maximum rents of low- and moderate-income units within each inclusionary development will be affordable to households earning no more than 60% of median income. In averaging an affordability range of 52% for rental units, developers and/or municipal sponsors of rental units may establish one rent for a low-income unit and one rent for a moderate-income unit for each bedroom distribution.

F. For-sale units.

(1) The initial price of a low- and moderate-income owner-occupied for-sale housing unit will be established so that, after a down payment of 5%, the monthly principal, interest, homeowner and private mortgage insurance, property taxes (based on the restricted value of the low- and moderate-income unit) and condominium or homeowner fee do not exceed 28% of the eligible gross monthly income;

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(2) Master deeds of inclusionary developments will regulate condominium or homeowners' association fees or special assessments of low- and moderate-income purchasers at the same percentage as those paid by market purchasers. This equivalent percentage is consistent with the requirements of N.J.A.C. 5:93-7.4(e). Once established within the master deed, the percentage will not be amended without prior approval from COAH;

(3) The Township will follow the general provisions concerning uniform deed restriction liens and enforcement through certificates of occupancy or reoccupancy on sale units as per N.J.A.C. 5:93-9.3;

(4) The Township will require a certificate of reoccupancy for any occupancy of a low- or moderate-income sales unit resulting from a resale as per N.J.A.C. 5:93-9.3(c);

(5) Municipal, state, nonprofit and seller options regarding sale units will be consistent with N.J.A.C. 5:93-9.5 through 5:93-9.8. Municipal rejection of repayment options for sale units will be consistent with N.J.A.C. 5:93-9.9;

(6) The continued application of options to create, rehabilitate or maintain low- and moderate-income sale units will be consistent with N.J.A.C. 5:93-9.10;

(7) Eligible capital improvements prior to the expiration of controls on sale units will be consistent with N.J.A.C. 5:93-9.11; and

(8) The regulations detailed in N.J.A.C. 5:93-9.12 through 5:93-9.14 will be applicable to low- and moderate-income units that are for-sale units.

G. In zoning for inclusionary developments, the following is required:

(1) Low- and moderate-income units will be built in accordance with N.J.A.C. 5:93-5.6(d).

Minimum Percent of Low-/Moderate-Income Units Completed	Percent of Market Housing Units Completed
0%	25%
10%	25% + 1 unit
50%	50%
75%	75%
100%	90%
—	100%

(2) Design of inclusionary developments that integrates low- and moderate-income units with market units is encouraged as per N.J.A.C. 5:93-5.6(f).

EXPLANATION Matter UNDERLINED thus in this legislation is new matter.
Matter contained in BRACKETS [thus] is to be omitted from the law.

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H. A development fee ordinance was approved by COAH on August 2, 1995, and amended on March 6, 2002. The ordinance, as amended, was adopted by the Township. See § 550-166, Affordable housing development fees, above.

I. To provide assurances that low- and moderate-income units are created with controls on affordability over time and that low- and moderate-income households occupy these units, the Township will designate the Township's housing agent with the responsibility of ensuring the affordability of sales and rental units over time. The Township's housing agent will be responsible for those activities detailed in N.J.A.C. 5:93-9.1(a).

(1) In addition, the Township's housing agent will be responsible for utilizing the verification and certification procedures outlined in N.J.A.C. 5:93-9.1(b) in placing households in low- and moderate-income units;

(2) Newly constructed low- and moderate-income sales units will remain affordable to low- and moderate-income households for at least 30 years. The Township's housing agent will require all conveyances of newly constructed units to contain the deed restriction and mortgage lien adopted by COAH and referred as Technical Appendix E as found in N.J.A.C. 5:93; and

(3) Housing units created through the conversion of a nonresidential structure will be considered a new housing unit and will be subject to thirty-year controls on affordability. The Township's housing agent will require COAH's appropriate deed restriction and mortgage lien.

J. Regarding rehabilitated units.

(1) Rehabilitated owner-occupied single-family housing units that are improved to code standard will be subject to affordability controls for at least six years; and

(2) Rehabilitated renter-occupied housing units that are improved to code standard will be subject to affordability controls for at least 10 years.

K. Regarding rental units.

(1) Newly constructed low- and moderate-income rental units will remain affordable to low- and moderate-income households for at least 30 years. The Township's housing agent will require the deed restriction and lien and deed of easement referred as Technical Appendix H as found in N.J.A.C. 5:93;

(2) Affordability controls in accessory apartments will be for a period of at least 10 years, except that, if the apartment is to receive a rental bonus credit pursuant to N.J.A.C. 5:93-5.15, then the controls on affordability will extend for 30 years (N.J.A.C. 5:93-5.9); and

(3) Alternative living arrangements will be controlled in a manner suitable to COAH that provides assurances that such a facility will house low- and moderate-income households for at least 10 years, except that, if the alternative living arrangement is to receive a rental bonus credit pursuant to N.J.A.C. 5:93-5.15, then the controls on affordability will extend for 30 years (N.J.A.C. 5:93-5.8).

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L. Section 14(b) of the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., incorporates the need to eliminate unnecessary cost-generating features from the Township's land use ordinances. Accordingly the Township will eliminate development standards that are not essential to protect the public welfare and to expedite or fast track municipal approvals/denials on certain affordable housing developments. The Township will adhere to the components of N.J.A.C. 5:93-10.1 through 5:93-10.3.

M. Hamilton Township has a fair share obligation of 1,060 units, of which 705 are new construction.

N. This section will apply to all developments that contain proposed low- and moderate-income units which are submitted to the Township after the effective date of this section.]

§ 550-168. Affordable Housing.

A. Affordable Housing Obligation.

(1) This section of the Township Code sets forth regulations regarding the low and moderate income housing units in the Township consistent with the provisions known as the "Substantive Rules of the New Jersey Council on Affordable Housing", N.J.A.C. 5:93 et seq., the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et seq., and the Township's constitutional obligation to provide the opportunity for provision of its fair share of affordable housing for low and moderate income households. In addition, this section applies requirements for very low income housing as established in P.L. 2008, c.46 (the "Roberts Bill").

(2) This Ordinance is intended to assure that very-low, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very-low, low- and moderate-income households shall occupy these units. This Ordinance shall apply except where inconsistent with applicable law.

(3) The Hamilton Township Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Plan has also been endorsed by the Township Council of the Township of Hamilton. The Fair Share Plan describes the ways the Township shall address its fair share for low- and moderate-income housing as determined by the Superior Court and documented in the Housing Element.

(4) This Ordinance implements and incorporates the Fair Share Plan and addresses the requirements of N.J.A.C. 5:93, as may be amended and supplemented.

(5) On the first anniversary of the execution of the Township's Settlement Agreement with Fair Share Housing Center and every anniversary thereafter through the end of the term of this agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.

(6) For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:270-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its

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implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.

(7) For the review of very low income housing requirements required by N.J.S.A. 52:270-329.1, within 30 days of the third anniversary of the Township's Settlement Agreement with Fair Share Housing Center, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

B. Definitions.

(1) The following terms, as used in this ordinance, shall have the following meanings:

"Accessory apartment" means a self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing accessory structure on the same site, or by an addition to an existing home or accessory building, or by the construction of a new accessory structure on the same site.

"Act" means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.).

"Adaptable" means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

"Administrative agent" means the entity responsible for the administration of affordable units in accordance with this ordinance, N.J.A.C. 5:91N.J.A.C. 5:93 and N.J.A.C. 5:80-26.1 et seq.

"Affirmative marketing" means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

"Affordability average" means the average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

"Affordable" means, a sales price or rent within the means of a low- or moderate-income household as defined in N.J.A.C. 5:93-7.4; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a

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rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

"Affordable development" means a housing development all or a portion of which consists of restricted units.

"Affordable housing development" means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

"Affordable housing program(s)" means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

"Affordable unit" means a housing unit proposed or created pursuant to the Act, credited pursuant to N.J.A.C. 5:93, and/or funded through an affordable housing trust fund.

"Agency" means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

"Age-restricted unit" means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development where the unit is situated are 62 years or older; or 2) at least 80% of the units are occupied by one person that is 55 years or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

"Alternative living arrangement" means a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangement includes, but is not limited to: transitional facilities for the homeless, Class A, B, C,D, and E boarding homes as regulated by the New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

"Assisted living residence" means a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

"Certified household" means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

"COAH" means the Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et

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seq.).

"DCA" means the State of New Jersey Department of Community Affairs.

"Deficient housing unit" means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

"Developer" means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

"Development" means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1 et seq.

"Fair Share Plan" means the plan that describes the mechanisms, strategies and the funding sources, if any, by which the Township proposes to address its affordable housing obligation as established in the Housing Element, including the draft ordinances necessary to implement that plan, and addresses the requirements of N.J.A.C. 5:93-5.

"Housing Element" means the portion of the Township's Master Plan, required by the Municipal Land Use Law ("MLUL"), N.J.S.A. 40:55D-28b(3) and the Act, that includes the information required by N.J.A.C. 5:93-5.1 and establishes the Township's fair share obligation.

"Inclusionary development" means a development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a non-residential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

"Low-income household" means a household with a total gross annual household income equal to 50% or less of the regional median household income.

"Low-income unit" means a restricted unit that is affordable to a low-income household.

"Major system" means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

"Market-rate units" means housing not restricted to low- and moderate-income households that may sell or rent at any price.

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"Median income" means the median income by household size for the applicable county, as adopted annually by COAH or approved by the NJ Superior Court.

"Moderate-income household" means a household with a total gross annual household income in excess of 50% but less than 80% of the regional median household income.

"Moderate-income unit" means a restricted unit that is affordable to a moderate-income household.

"Non-exempt sale" means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

"Random selection process" means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

"Regional asset limit" means the maximum housing value in each housing region affordable to a four-person household with an income at 80% of the regional median as defined by adopted/approved Regional Income Limits.

"Rehabilitation" means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

"Rent" means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

"Restricted unit" means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

"Special master" means an expert appointed by a judge to make sure that judicial orders are followed. A master's function is essentially investigative, compiling evidence or documents to inform some future action by the court.

"UHAC" means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

"Very low-income household" means a household with a total gross annual household income equal to 30% or less of the regional median household income.

EXPLANATION Matter UNDERLINED thus in this legislation is new matter.
Matter contained in BRACKETS [thus] is to be omitted from the law.

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"Very low-income unit" means a restricted unit that is affordable to a very low-income household.

"Weatherization" means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

C. New Construction. The following requirements shall apply to all new or planned developments that contain low- and moderate- income housing units.

(1) Phasing. Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following phasing schedule for low and moderate income units whether developed in a single phase development, or in a multi-phase development:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate- Income Units Completed
25	0
25+1	10
50	50
75	75
90	100

(2) Design. In inclusionary developments, to the extent possible, low- and moderate- income units shall be integrated with the market units.

(3) Payments-in-lieu and off-site construction. The standards for the collection of payments-in-lieu of constructing affordable units or standards for constructing affordable units off-site, shall be in accordance with *N.J.A.C.* 5:93-8.10 (c).

(4) Utilities. Affordable units shall utilize the same type of HVAC system as market units within the affordable development.

(5) Low/Moderate Split and Bedroom Distribution of Affordable Housing Units.

(a) At least 50 percent of the affordable units shall be low-income units. If the fair share obligation is divided equally, it shall be divided equally between low- and moderate- income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit.

(b) In each affordable development, at least 50% of the restricted units within each bedroom distribution shall be low-income units.

(c) Within rental developments, of the total number of affordable rental units, at least 13% shall be affordable to very low income households.

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(d) Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

1. The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total low- and moderate-income units;

2. At least 30% of all low- and moderate-income units shall be two bedroom units;

3. At least 20% of all low- and moderate-income units shall be three bedroom units; and

4. The remaining units may be allocated among two and three bedroom units at the discretion of the developer.

(e) In accordance with the Uniform Housing Affordability Controls, *N.J.A.C.* 5:80-26.3(c), for low- and moderate-income age-restricted units, at a minimum, the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the affordable development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit. The Township shall not be permitted to claim credit to satisfy its obligations for age-restricted units that exceed 25% of all units developed.

(6) Accessibility Requirements.

(a) The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

(b) All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:

1. An adaptable toilet and bathing facility on the first floor;

2. An adaptable kitchen on the first floor;

3. An interior accessible route of travel on the first floor;

4. An interior accessible route of travel shall not be required between stories within an individual unit;

5. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

6. An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the Township has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible;

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i. Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

ii. To this end, the builder of restricted units shall deposit funds within the Township of Hamilton's affordable housing trust fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.

iii. The funds deposited under paragraph (2) herein, shall be used by the Township for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

iv. The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the Township of Hamilton.

v. Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township of Hamilton's affordable housing trust fund in care of the Municipal Treasurer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.

vi. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, N.J.A.C. 5:23-7.

(7) Maximum Rents and Sales Prices.

(a) In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and the calculation procedures set forth by the Superior Court.

(b) The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60% of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52% of median income.

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(c) The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units.

1. At least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income.

(d) The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70% of median income, and each affordable development must achieve an affordability average of 55% for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.

(e) In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be met:

1. A studio or efficiency unit shall be affordable to a one-person household;

2. A one-bedroom unit shall be affordable to a one and one-half person household;

3. A two-bedroom unit shall be affordable to a three-person household;

4. A three-bedroom unit shall be affordable to a four and one-half person household; and

5. A four-bedroom unit shall be affordable to a six-person household.

(f) In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be met:

1. A studio or efficiency unit shall be affordable to a one-person household;

2. A one-bedroom unit shall be affordable to a one and one-half person household; and

3. A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

(g) The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28% of the eligible monthly income of the

appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

(h) The initial rent for a restricted rental unit shall be calculated so as not to exceed 30% of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

(i) The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

(j) The rent of low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed 9% in any one year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low-income housing tax credits.

(k) Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.

(8) Condominium and Homeowners Association Fees. For any affordable housing unit that is part of a condominium association and/or homeowner's association, the Master Deed shall reflect that the association fee assessed for each affordable housing unit shall be established at 100% of the market rate fee.

D. Occupancy Standards.

(1) In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:

(a) Provide an occupant for each bedroom;

(b) Provide children of different sex with separate bedrooms; and

(c) Prevent more than two persons from occupying a single bedroom.

(2) Additional provisions related to occupancy standards (if any) shall be provided in the municipal Operating Manual.

E. Selection of Occupants of Affordable Housing Units.

(1) The administrative agent shall use a random selection process to select occupants of low- and moderate- income housing.

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(2) A waiting list of all eligible candidates will be maintained in accordance with the provisions of N.J.A.C. 5:80-26 *et seq.*

F. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

(1) Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years and thereafter until terminated by Hamilton Township.

(2) Rehabilitated owner-occupied single family housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.

(3) The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.

(4) The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

(5) A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

G. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

(1) Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

(a) The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.

(b) The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.

(c) The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.

(d) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

H. Buyer Income Eligibility.

(1) Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50% of median income and moderate-income

ownership units shall be reserved for households with a gross household income less than 80% of median income.

(2) The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33% of the household's certified monthly income.

I. Limitations on indebtedness secured by ownership unit; subordination.

(1) Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.

(2) With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with N.J.A.C.5:80-26.6(b).

J. Control Periods for Restricted Rental Units.

(1) Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, and each restricted rental unit shall remain subject to the controls on affordability for a period of at least 30 years and thereafter until terminated by Hamilton Township.

(2) Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.

(3) Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Mercer. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

(4) A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:

(a) Sublease or assignment of the lease of the unit;

(b) Sale or other voluntary transfer of the ownership of the unit; or

(c) The entry and enforcement of any judgment of foreclosure.

K. Price Restrictions for Rental Units; Leases.

(1) A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative

Agent.

(2) No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.

(3) Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

L. Tenant Income Eligibility.

(1) Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

(a) Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of median income.

(b) Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of median income.

(c) Moderate-income rental units shall be reserved for households with a gross household income less than 80% of median income.

(2) The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

(a) The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

(b) The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

(c) The household is currently in substandard or overcrowded living conditions;

(d) The household documents the existence of assets with which the household proposes to supplement the rent payments; or

(e) The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

(3) The applicant shall file documentation sufficient to establish the existence of the circumstances in L(2)(a) through (e) above with the Administrative Agent, who

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shall counsel the household on budgeting.

M. Conversions.

Each housing unit created through the conversion of a non-residential structure shall be considered a new housing unit and shall be subject to the affordability controls for a new housing unit.

N. Municipal Housing Liaison.

(1) The position of Municipal Housing Liaison for the Township of Hamilton is hereby established. The Municipal Housing Liaison shall be appointed by duly adopted resolution of the Township Council and be subject to the approval by the Superior Court.

(2) The Municipal Housing Liaison must be either a full-time or part-time employee of the Township of Hamilton.

(3) The Municipal Housing Liaison must meet the requirements for qualifications, including initial and periodic training found in N.J.A.C. 5:93.

(4) The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Township of Hamilton, including the following responsibilities which may not be contracted out to the Administrative Agent:

(a) Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;

(b) When applicable, supervising any contracting Administrative Agent.

(c) Monitoring the status of all restricted units in the Township of Hamilton's Fair Share Plan;

(d) Compiling, verifying and submitting annual reports as required by the Superior Court;

(e) Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and

(f) Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Superior Court.

O. Administrative Agent.

(1) The Township shall designate by resolution of the Township Council, one or more Administrative Agents to administer newly constructed affordable units in accordance with N.J.A.C. 5:93 and UHAC with one Administrative Agent responsible for all inclusionary developments.

(2) An Operating Manual shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body. The Operating Manuals shall be

available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).

(3) The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the Operating Manual, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:

(a) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Superior Court;

(b) Affirmative Marketing;

(c) Household Certification;

(d) Affordability Controls;

(e) Records retention;

(f) Resale and re-rental;

(g) Processing requests from unit owners; and

(h) Enforcement, although the ultimate responsibility for retaining controls on the units rests with the municipality.

(i) The Administrative Agent shall, as delegated by the Township Council, have the authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

P. Enforcement of Affordable Housing Regulations.

(1) Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

(2) After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

(a) The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:

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1. A fine of not more than $500.00 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;

2. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of Hamilton Affordable Housing Trust Fund of the gross amount of rent illegally collected;

3. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.

(b) The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- and moderate-income unit.

(3) Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

(4) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in Hamilton Township's Affordable Housing Trust Fund. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

(5) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the

affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

(6) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

(7) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

(8) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

Q. Appeals. Appeals from all decisions of an Administrative Agent designated pursuant to this Ordinance shall be filed in writing with the Township.

§ 550-169. Affirmative marketing plan.

.....

B. Affirmative marketing plan. The Township of Hamilton is in the housing region consisting of Mercer, Monmouth and Ocean Counties. The affirmative marketing program is a continuing program and will meet the following requirements:

(1) Advertising and posting information.

.....

(f) The following is a listing of community organizations in Mercer, Monmouth and Ocean Counties as well as statewide housing advocacy organizations that will aid in the affirmative marketing program, with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, and to which the Township will provide notice of all available affordable housing units:

1. Catholic Charities (Lakewood, Ocean Counties).

2. YWCA (Trenton, Mercer County).

3. Long Branch Housing Authority (Long Branch, Monmouth

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County).

4. Crisis Ministry of Princeton and Trenton (Trenton, Mercer County).
5. Hispanic Affairs and Resource Center of Monmouth County (Freehold, Monmouth County).
6. Love, Inc. (Red Bank, Monmouth County).
7. Rainbow Foundation (New Monmouth, Monmouth County).
8. American Red Cross (Toms River, Ocean County).
9. Fair Share Housing Center (State).
10. NAACP New Jersey Conference (Trenton, State).
11. Latino Action Network (Freehold, State).
12. The Supportive Housing Association of New Jersey (State).
13. The Trenton Branch of the NAACP (Trenton, Mercer County).

.....

* **Note: § 550-170 is to be deleted in its entirety.**

[§ 550-170. Growth share payment.]

[A. Purpose. N.J.A.C. 5:94-4.4 permits a municipality to establish standards for the collection, maintenance and expenditure of payment in lieu of fees pursuant to the Council on Affordable Housing's (COAH) third round rules. The purpose of this section is to provide for the collection of such fees. Fees collected pursuant to this section shall be used for the sole purpose of providing low- and moderate-income housing through a variety of COAH-approved means. This section shall be interpreted within the framework of COAH's existing rules on such fees. The object of this section is to provide affordable housing options to the Township, to help keep the Township at pace with it growth-oriented affordable housing obligations while balancing the number of in Township units projected to be created with the number of RCA (developer-fee-generated) units that the Township is permitted to send.

B. Affordable housing obligation.

(1) For all residential development within the Township, developers shall be responsible for the creation of affordable housing at a rate of one affordable unit for each eight market units, both for sale and rental.

(2) In the event that it is determined that a developer's responsibility under this section does not create a whole number of affordable units, the developer's obligation will be rounded up to the next whole number. By way of example only, if the resulting number of affordable units for a project is 5.2 units, the developer will be responsible for the creation of six affordable units.

C. Growth share payment in lieu of fees.

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(1) Projects that are less than nine units in size (eight or fewer units), shall be assessed an amount of $15,693.75 per unit. If the developer wishes to build an inclusionary development, then that developer would be exempt from the above-cited fee. All other residential developments are required to meet the affordable housing obligation cited in Subsection B above, either on site or off site. No in-lieu option or development-fee options are available to any other residential developments.

(2) All nonresidential developments shall be excluded from this in-lieu-of option and shall be subject to the Township's affordable housing development fees (**§ 550-166**), unless building an inclusionary mixed-use development.

(3) In the event of a conflict with **§ 550-166**, the terms of this section shall control.

D. Eligible exaction, ineligible exaction and exemptions.

(1) Developers of low- and moderate-income units complying with the minimum number of affordable housing units identified in Subsection B above shall be exempt from the payment of in-lieu fees identified in Subsection C above. This exemption includes inclusionary developments and locally designated redevelopment areas with executed redevelopers' agreements requiring the construction of affordable units either on or off site, but within Hamilton Township.

(2) Developers that have received preliminary or final approval prior to the effective date of this section shall be exempt from this section unless the developer seeks a substantial change to his approval.

(3) Houses of worship shall be exempt.

E. Collection of fees. Developers receiving an in-lieu allocation shall pay 50% of the calculated fee to Hamilton Township at the issuance of building permits. The remaining 50% shall be due upon issuance of the certificates of occupancy.

F. Housing trust fund.

(1) There is hereby created an interest-bearing housing trust fund in a financial banking institution for the purpose of receiving payment in lieu of fees from residential and nonresidential developers. All such fees paid by developers pursuant to this section shall be deposited in this fund. No money shall be expended from the housing trust fund unless the expenditure conforms to a spending plan approved by COAH. This trust fund shall be separate from the existing development trust fund.

(2) If COAH determines that Hamilton Township is not in conformance with COAH's existing or proposed rules on payment in lieu of fees, COAH is authorized to direct the manner in which all payment-in-lieu fees collected pursuant to this section shall be expended. Such authorization is pursuant to this section, COAH's existing or proposed rules on payment-in-lieu fees, and the written authorization from the governing body to the financial banking institution.

G. Use of funds.

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(1) Money deposited in an in-lieu housing trust fund may be used for activities approved by the COAH for addressing Hamilton Township's low- and moderate-income housing obligation within the Township. Such activities may include and are limited to new construction; the purchase of land for low- and moderate-income housing; extensions and/or improvements of roads and infrastructure to low- and moderate-income housing sites; assistance designed to render units more affordable to low- and moderate-income households; and administrative costs necessary to implement Hamilton Township's housing element. The expenditure of all money shall conform to a spending plan approved by COAH. Funds collected are not permitted to be utilized for a regional contribution agreement(s) (RCA).

(2) No more than 20% of the revenue collected each year shall be expended on administrative costs necessary to develop, revise or implement the element. Examples of eligible administrative activities include personnel, consultant services, space costs, consumable supplies, and rental or purchase of equipment directly related to program activities.

H. Expiration. This section shall expire if:

(1) COAH dismisses or denies Hamilton Township's petition for substantive certification;

(2) COAH revokes substantive certification or this section;

(3) The substantive certification/judgment of compliance expires prior to Hamilton Township's filing an adopted housing element with COAH or the court, petitioning for third round substantive certification, and receiving COAH's approval of this section.]

§ 550-[171]170 through § 550-190. (Reserved)

.....

EXPLANATION Matter UNDERLINED thus in this legislation is new matter.
Matter contained in BRACKETS [thus] is to be omitted from the law.

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All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any Court of competent jurisdiction that any such portion of this Ordinance is unconstitutional, void or ineffective for any cause or reason, shall not affect any other portion of this Ordinance.

This Ordinance shall become effective immediately upon final adoption and publication thereof according to law.

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

First Reading							Second Reading						
COUNCIL	AYE	NAY	NV	AB	ORD	SEC	COUNCIL	AYE	NAY	NV	AB	ORD	SEC
ILEANA SCHIRMER	✓						ILEANA SCHIRMER	✓				✓	
RALPH V. MASTRANGELO	✓					✓	RALPH V. MASTRANGELO	✓					
ANTHONY P. CARABELLI, JR.				✓			ANTHONY P. CARABELLI, JR.	✓					✓
RICHARD L. TIGHE, JR.	✓				✓		RICHARD L. TIGHE, JR.	✓					
JEFFREY S. MARTIN	✓						JEFFREY S. MARTIN	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting ORD. - Moved SEC. - Seconded

REJECTED _____

APPROVED ✓

KELLY A. YAEDE, MAYOR

4/8/19
DATE

RECONSIDERED BY COUNCIL _____ OVERRIDE VOTE AYE ____ NAY ____

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EXPLANATION Matter UNDERLINED thus in this legislation is new matter.
Matter contained in BRACKETS [thus] is to be omitted from the law.

57. Mandatory Set-Aside Ordinance

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 17 025

1ST READING May 24, 2017
2ND READING & PUBLIC HEARING June 20, 2017
WITHDRAWN _____ LOST _____

DATE TO MAYOR June 21, 2017
DATE RESUBMITTED TO COUNCIL _____
DATE EFFECTIVE July 18, 2017

APPROVED AS TO FORM AND LEGALITY
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY
TITLE

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 160, *LAND DEVELOPMENT,* ARTICLE V, *EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES,* SECTION 160-165, *AFFORDABLE HOUSING; MUNICIPAL HOUSING LIAISON*

Whereas, the New Jersey Council on Affordable Housing ("COAH") has promulgated rules, set forth at N.J.A.C. 5:93 and 5:91, concerning the substantive and procedural requirements for obtaining third round substantive certification of the Township's Housing Element and Fair Share Plan; and

Whereas, on March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mt. Laurel trial judges within the Superior Court; and

Whereas, on July 8, 2015, the Township submitted a Declaratory Judgment Action to NJ Superior Court; and

Whereas, on December 29, 2016, the Township entered into a Settlement Agreement with Fair Share Housing Center resolving the determination of Township's Third Round obligation and setting forth the Township's preliminary compliance plan; and

Whereas, on March 31, 2017, the NJ Superior Court approved the Settlement Agreement between the Township and Fair Share Housing Center; and

Whereas, conditions of the Court-approved Settlement Agreement require that the Township update its affordable housing ordinances to be in compliance with current rules and to implement a municipal-wide affordable housing set-aside requirement.

Now, Therefore, Be It Ordained by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the *Land Development Code, Hamilton Township, New Jersey*, Chapter 160, *Land Development,* Article V, *Exceptions, Modifications and Development Alternatives*, Section 160-165, *Affordable housing; municipal housing liaison*, as amended and supplemented, be further amended and supplemented as follows:

40

17 025

EXPLANATION **Matter UNDERLINED thus in this legislation is new matter.**
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 17 025

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 160, *LAND DEVELOPMENT,* ARTICLE V, *EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES,* SECTION 160-165, *AFFORDABLE HOUSING; MUNICIPAL HOUSING LIAISON*

Chapter 160

LAND DEVELOPMENT

ARTICLE V. EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES

.....

Sec. 160-165. Affordable housing; municipal housing liaison.

4b

(a) Mandatory set-aside of units.

(1) All residential inclusionary developments in R-7, R-10, R-15, R-25, [R-40, R-80] RRC and A/T districts shall be required to set aside mandatory 20% of the dwelling units for the construction of low- and moderate-income housing in accordance with the provisions of this section.

(2) A mandatory affordable housing set-aside requirement of 20% shall be imposed on any multi-family development created through any Township or Land Use Board action involving a rezoning, use variance, density variance, redevelopment plan or rehabilitation plan permitting redevelopment, which density is at or above six (6) dwelling units per acre and results in the construction of five (5) or more units.

([2] 3) The developer shall provide that half of the low- and moderate-income units constructed be affordable by low-income households and that the remaining half be affordable by moderate-income households. At least 13 percent of all restricted rental units shall be very low income units (affordable to a household earning 30 percent or less of median income.) The very low income units shall be counted as part of the required number of low income units within the development.

([3] 4) Subdivision and site plan approval shall be denied by the board unless the developer complies with the requirements to provide low- and moderate-income housing pursuant to the provisions of this section. A property shall not be permitted to be subdivided so as to avoid meeting this requirement. The board may impose any reasonable conditions to ensure such compliance.

(5) The mandatory affordable housing set-aside requirement shall not give any developer the right to any such rezoning, variance, or other relief as set forth above or establish any obligation on the part of the Township to grant such rezoning, variance or other relief.

17 025

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 17 025

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 160, *LAND DEVELOPMENT*, ARTICLE V, *EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES*, SECTION 160-165, *AFFORDABLE HOUSING; MUNICIPAL HOUSING LIAISON*

.....

Any Ordinance or Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

This Ordinance shall become effective immediately upon final adoption and publication thereof according to law.

17 025

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

First Reading							Second Reading						
COUNCIL	AYE	NAY	NV	AB	ORD	SEC	COUNCIL	AYE	NAY	NV	AB	ORD	SEC
DAVID J. KENNY	✓					✓	DAVID J. KENNY	✓					
ILEANA SCHIRMER	✓				✓		ILEANA SCHIRMER				✓		
DINA THORNTON	✓						DINA THORNTON	✓				✓	
RALPH V. MASTRANGELO	✓						RALPH V. MASTRANGELO	✓					✓
DENNIS A. PONE	✓						DENNIS A. PONE	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting ORD. - Moved SEC. - Seconded

REJECTED _____

APPROVED ✓

KELLY A. YAEDE, MAYOR

6/28/17
DATE

RECONSIDERED BY COUNCIL _____ OVERRIDE VOTE AYE ____ NAY ____

W:\COUNCIL\Ordinance\LANDDEVL\2017 Revisions\Sec160-165.AffordableHousing.MunicipalHousingLiaison.02.wpd

EXPLANATION **Matter UNDERLINED thus in this legislation is new matter.**
Matter contained in BRACKETS [thus] is to be omitted from the law.

58. Municipal Housing Liaison and Administrative Agent Documentation

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 06 031

1ST READING September 5, 2006
2ND READING & PUBLIC HEARING Sept. 19, 2006
WITHDRAWN _____ LOST _____

DATE TO MAYOR September 21, 2006
DATE RESUBMITTED TO COUNCIL _____
DATE EFFECTIVE October 12, 2006

APPROVED AS TO FORM AND LEGALITY
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY
TITLE

ORDINANCE AMENDING AND SUPPLEMENTING THE *CODE OF ORDINANCES, HAMILTON TOWNSHIP, NEW JERSEY*, CHAPTER 160, *LAND DEVELOPMENT*, ARTICLE V, *EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES*, SECTION 160-166, *AFFORDABLE HOUSING*

Whereas on or about December 20, 2005, the Township of Hamilton petitioned New Jersey's Council on Affordable Housing (COAH) for substantive certification of the Township's Round III housing element and fair share plan;

Whereas the Township's fair share plan promotes an affordable housing program pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., and COAH's Round III rules and regulations; and

Whereas the Township is required to create the position of, and appoint an individual as, Municipal Housing Liaison for the administration of the Township's affordable housing program, to ensure compliance with COAH's requirements, including N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et seq.; and

Whereas COAH rules require that any and all approved changes to the Township's affordable housing and fair share plan must be adopted by ordinance;

Now, Therefore, Be It Ordained by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the *Code of Ordinances of Hamilton Township, New Jersey* as amended and supplemented, be further amended and supplemented as follows:

06 031

CHAPTER 160

ARTICLE V. Exceptions, Modifications and Development Alternatives

.....

Sec. 160-165. Affordable housing; municipal housing liaison.

.....

(l) *Municipal housing liaison*

A. Definitions

Municipal Housing Liaison: the municipal employee charged with the responsibility for oversight and administration of the Township's affordable housing program.

Administrative agent: the entity responsible for administering the affordability controls of some or all units in the affordable housing program for the Township, so as to ensure that the restricted units are affirmatively marketed and sold or rented, as applicable, only to qualified low and moderate income household.

B. Position; powers and duties; compensation

EXPLANATION **Matter underlined thus in this legislation is new matter. Matter contained within brackets [thus] is to be omitted from the law.**

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 06 031

ORDINANCE AMENDING AND SUPPLEMENTING THE *CODE OF ORDINANCES, HAMILTON TOWNSHIP, NEW JERSEY*, CHAPTER 160, *LAND DEVELOPMENT*, ARTICLE V, *EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES*, SECTION 160-165, *AFFORDABLE HOUSING*

(I) There is hereby established the position of Municipal Housing Liaison for the Township. The Municipal Housing Liaison shall be appointed by the Mayor, and may be a full or part-time municipal employee.

(ii) The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program of the Township, including the following responsibilities which may not be contracted out:

(a) serving as the Township's primary point of contact for all inquires from the State, affordable housing providers, Administrative Agent(s) and interested households;
(b) monitoring the status of all restricted units in the Township's fair share plan;
(c) collecting information from the Administrative Agent(s), compiling, verifying and submitting annual reports as required by COAH;
(d) coordinating meetings with affordable housing providers and Administrative Agent(s), as applicable;
(e) attending continuing education opportunities on afford ability controls, compliance monitoring and affirmative marketing as offered and/or approved by COAH.

(iii) Any compensation to be paid for this position shall be set by Town Council.

C. Administrative Agent; oversight

Subject to COAH approval, the Township may contract with or authorize a consultant, authority, government or any agency to assume the responsibility of administering the Township's affordable housing program. If the Township chooses to contract with another entity for said responsibilities, the Municipal Housing Liaison shall be responsible for supervising the contracting Administrative Agent.

SL

06 031

Any Ordinance or Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.
This Ordinance shall become effective immediately upon final adoption and publication thereof according to law.

EXPLANATION **Matter underlined thus in this legislation is new matter. Matter contained within brackets [thus] is to be omitted from the law.**

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

First Reading							Second Reading						
COUNCIL	AYE	NAY	NV	AB	ORD	SEC	COUNCIL	AYE	NAY	NV	AB	ORD	SEC
EDWARD M. PATTIK	✓					✓	EDWARD M. PATTIK	✓				✓	
SHANNON CENCI	✓				✓		SHANNON CENCI	✓					✓
DAVID J. KENNY	✓						DAVID J. KENNY	✓					
DENNIS PONE	✓						DENNIS PONE	✓					
THOMAS G. GOODWIN	✓						THOMAS G. GOODWIN	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting ORD. - Moved SEC. - Seconded

REJECTED _____
APPROVED ✓

GLEN D. GILMORE, MAYOR

9-22-06
DATE

RECONSIDERED BY COUNCIL _____ OVERRIDE VOTE AYE ____ NAY ____

F:\SHARED\COUNCIL\Ordinance\LANDDEVL\COAH-Mun Housing Liaison.wpd

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 17 025

1ST READING May 24, 2017
2ND READING & PUBLIC HEARING June 20, 2017
WITHDRAWN _____ LOST _____

DATE TO MAYOR June 21, 2017
DATE RESUBMITTED TO COUNCIL _____
DATE EFFECTIVE July 18, 2017

APPROVED AS TO FORM AND LEGALITY
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY
TITLE

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 160, *LAND DEVELOPMENT,* ARTICLE V, *EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES,* SECTION 160-165, *AFFORDABLE HOUSING; MUNICIPAL HOUSING LIAISON*

Whereas, the New Jersey Council on Affordable Housing ("COAH") has promulgated rules, set forth at N.J.A.C. 5:93 and 5:91, concerning the substantive and procedural requirements for obtaining third round substantive certification of the Township's Housing Element and Fair Share Plan; and

Whereas, on March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mt. Laurel trial judges within the Superior Court; and

Whereas, on July 8, 2015, the Township submitted a Declaratory Judgment Action to NJ Superior Court; and

Whereas, on December 29, 2016, the Township entered into a Settlement Agreement with Fair Share Housing Center resolving the determination of Township's Third Round obligation and setting forth the Township's preliminary compliance plan; and

Whereas, on March 31, 2017, the NJ Superior Court approved the Settlement Agreement between the Township and Fair Share Housing Center; and

Whereas, conditions of the Court-approved Settlement Agreement require that the Township update its affordable housing ordinances to be in compliance with current rules and to implement a municipal-wide affordable housing set-aside requirement.

Now, Therefore, Be It Ordained by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that the *Land Development Code, Hamilton Township, New Jersey*, Chapter 160, *Land Development,* Article V, *Exceptions, Modifications and Development Alternatives*, Section 160-165, *Affordable housing; municipal housing liaison*, as amended and supplemented, be further amended and supplemented as follows:

40

17 025

EXPLANATION **Matter UNDERLINED thus in this legislation is new matter.**
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 17 025

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 160, *LAND DEVELOPMENT,* ARTICLE V, *EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES,* SECTION 160-165, *AFFORDABLE HOUSING; MUNICIPAL HOUSING LIAISON*

Chapter 160

LAND DEVELOPMENT

ARTICLE V. EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES

.....

Sec. 160-165. Affordable housing; municipal housing liaison.

4b

(a) Mandatory set-aside of units.

(1) All residential inclusionary developments in R-7, R-10, R-15, R-25, [R-40, R-80] RRC and A/T districts shall be required to set aside mandatory 20% of the dwelling units for the construction of low- and moderate-income housing in accordance with the provisions of this section.

17 025

(2) A mandatory affordable housing set-aside requirement of 20% shall be imposed on any multi-family development created through any Township or Land Use Board action involving a rezoning, use variance, density variance, redevelopment plan or rehabilitation plan permitting redevelopment, which density is at or above six (6) dwelling units per acre and results in the construction of five (5) or more units.

([2] 3) The developer shall provide that half of the low- and moderate-income units constructed be affordable by low-income households and that the remaining half be affordable by moderate-income households. At least 13 percent of all restricted rental units shall be very low income units (affordable to a household earning 30 percent or less of median income.) The very low income units shall be counted as part of the required number of low income units within the development.

([3] 4) Subdivision and site plan approval shall be denied by the board unless the developer complies with the requirements to provide low- and moderate-income housing pursuant to the provisions of this section. A property shall not be permitted to be subdivided so as to avoid meeting this requirement. The board may impose any reasonable conditions to ensure such compliance.

(5) The mandatory affordable housing set-aside requirement shall not give any developer the right to any such rezoning, variance, or other relief as set forth above or establish any obligation on the part of the Township to grant such rezoning, variance or other relief.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE No. 17 025

ORDINANCE AMENDING AND SUPPLEMENTING *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY,* CHAPTER 160, *LAND DEVELOPMENT*, ARTICLE V, *EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES*, SECTION 160-165, *AFFORDABLE HOUSING; MUNICIPAL HOUSING LIAISON*

.....

Any Ordinance or Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

This Ordinance shall become effective immediately upon final adoption and publication thereof according to law.

17 025

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

First Reading							Second Reading						
COUNCIL	AYE	NAY	NV	AB	ORD	SEC	COUNCIL	AYE	NAY	NV	AB	ORD	SEC
DAVID J. KENNY	✓					✓	DAVID J. KENNY	✓					
ILEANA SCHIRMER	✓				✓		ILEANA SCHIRMER				✓		
DINA THORNTON	✓						DINA THORNTON	✓				✓	
RALPH V. MASTRANGELO	✓						RALPH V. MASTRANGELO	✓					✓
DENNIS A. PONE	✓						DENNIS A. PONE	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting ORD. - Moved SEC. - Seconded

REJECTED _____

APPROVED ✓

KELLY A. YAEDE, MAYOR

6/28/17
DATE

RECONSIDERED BY COUNCIL _____ OVERRIDE VOTE AYE ____ NAY ____

W:\COUNCIL\Ordinance\LANDDEVL\2017 Revisions\Sec160-165.AffordableHousing.MunicipalHousingLiaison.02.wpd

EXPLANATION **Matter UNDERLINED thus in this legislation is new matter.**
Matter contained in BRACKETS [thus] is to be omitted from the law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 17 157

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION REFERRING PROPOSED AMENDMENTS TO *THE LAND DEVELOPMENT CODE, HAMILTON TOWNSHIP, NEW JERSEY*, CHAPTER 160, *LAND DEVELOPMENT*, ARTICLE V, *EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES*, SECTION 160-165, *AFFORDABLE HOUSING; MUNICIPAL HOUSING LIAISON*, TO THE HAMILTON TOWNSHIP PLANNING BOARD FOR REVIEW PURSUANT TO N.J.S.A. 40:55D-26

Whereas the Administration and Council of the Township of Hamilton have introduced a proposed Ordinance entitled **ORDINANCE AMENDING AND SUPPLEMENTING THE *CODE OF ORDINANCES, HAMILTON TOWNSHIP, NEW JERSEY*, CHAPTER 160 *LAND DEVELOPMENT*, ARTICLE V, *EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES*, SECTION 160-165, *AFFORDABLE HOUSING; MUNICIPAL HOUSING LIAISON*, TO THE HAMILTON TOWNSHIP PLANNING BOARD FOR REVIEW PURSUANT TO N.J.S.A. 40:55D-26**; and

Whereas land development regulations proposed for adoption, revision and/or amendment must, by operation of N.J.S.A. 40:55D-26, be referred by the Council of the Township of Hamilton for consideration by the Hamilton Township Planning Board prior to adoption; and

Whereas the Planning Board shall, within thirty (35) days after the referral, provide a report to Council containing the Planning Board's comments regarding the proposed land development regulation;

Now, Therefore, Be It Resolved by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey that the afore-referenced ordinance, after first reading by the Council, be and hereby is referred to the Hamilton Township Planning Board for consideration prior to adoption thereof, and the Municipal Clerk is hereby directed to deliver to and file such ordinance with the Secretary of the Hamilton Township Planning Board.

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17 157

ADOPTED BY COUNCIL ON May 24, 2017

DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
DAVID J. KENNY	✓					
ILEANA SCHIRMER	✓					
DINA THORNTON	✓				✓	
RALPH V. MASTRANGELO	✓					✓
DENNIS A. PONE	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting RES. - Moved SEC. - Seconded

State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
101 SOUTH BROAD STREET
PO BOX 813
TRENTON NJ 08625-0813
(609) 292-3000
FAX: (609) 633-6056
coahmail@dca.state.nj.us

JON S. CORZINE
Governor

JOSEPH V. DORIA, JR.
Commissioner

LUCY I. VANDENBERG
Executive Director

TOWNSHIP OF HAMILTON
MAY 2 1
DIVISION OF PLANNING

May 13, 2009

The Honorable John Beneivengo
Mayor
Township of Hamilton
2090 Greenwood Ave
P.O. Box 00150
Hamilton, New Jersey 08650

RE: Appointment of Municipal Housing Liaison
Township of Hamilton, County of Mercer

Dear Mayor Beneivengo:

The Council on Affordable Housing (COAH) has received Ordinance #06-031 and your letter appointing Robert Poppert to serve as the Municipal Housing Liaison for the Township of Hamilton.

Mr. Poppert has successfully completed the education and training requirements and meets the standard for this appointment. Should Mr. Poppert cease to be employed by the Township of Hamilton or cease to fulfill the duties of municipal housing liaison as prescribed, the Township shall be required to appoint a municipal housing liaison subject to COAH's approval.

Notice of this appointment should be provided to all interested parties in the process of providing affordable housing in your municipality, including the Planning Board, Zoning Board, Construction Official, Tax Assessor and housing administrators of any existing or proposed affordable housing units in the municipality. Should there be any questions, please contact Heather Mahaley at 609-292-3171.

Sincerely,

Lucy Vandenberg, PP, AICP
Executive Director

cc: Attached Service List
Heather Mahaley, COAH
Robert Poppert, Municipal Housing Liaison

RESOLUTION APPROVING the MUNICIPAL HOUSING LIAISON
of the Township of Hamilton, County of Mercer

WHEREAS, the Township of Hamilton petitioned the Council on Affordable Housing (COAH) for revised Third Round Substantive Certification on December 30, 2008; and

WHEREAS, pursuant to N.J.A.C. 5:96-17 and N.J.A.C. 5:80-26.1 et. seq., the Township of Hamilton is required to appoint a Municipal Housing Liaison for the administration of the Township of Hamilton's affordable housing program to enforce the requirements of N.J.A.C. 5:96-17 and N.J.A.C. 5:80-26.1 et. seq.; and

WHEREAS, on September 19, 2006 the Governing Body of the Township of Hamilton adopted Ordinance # 06-031 to provide for the appointment of a Municipal Housing Liaison to administer the Township of Hamilton's affordable housing program; and

WHEREAS, on May 2, 2008 the Mayor of the Township of Hamilton appointed Robert Poppert as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Ordinance # 06-031;

WHEREAS, Robert Poppert has successfully completed Module I COAH Training for Municipal Housing Liaisons; and

WHEREAS, COAH has reviewed the ordinance and adopted resolution for compliance with N.J.A.C. 5:96-17 and N.J.A.C. 5:80-26.1 et. seq., and has determined that the appointment of Robert Poppert complies with all requirements set forth in these sections.

NOW THEREFORE BE IT RESOLVED, that COAH hereby approves Robert Poppert as the Municipal Housing Liaison for the administration of the affordable housing program in the Township of Hamilton; and

BE IT FURTHER RESOLVED, that Robert Poppert will attend any necessary continuing education opportunities provided or required by COAH; and

BE IT FURTHER RESOLVED, that should Robert Poppert cease to be employed by the Township of Hamilton or cease to fulfill the duties of municipal housing liaison as prescribed, the Township of Hamilton shall be required to appoint a municipal housing liaison subject to COAH's approval.

Date: May 6, 2009

Lucy Vandenberg
Executive Director
Council on Affordable Housing

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION

No. 17 013

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH PIAZZA & ASSOCIATES TO SERVE AS THE AFFORDABLE HOUSING ADMINISTRATIVE AGENT FOR THE TOWNSHIP OF HAMILTON FOR THE PERIOD OF JANUARY 1, 2017 TO DECEMBER 31, 2017 ($10,000.00 maximum)

Whereas there exists a need for a firm or individual to serve as Affordable Housing Administrative Agent for the Township of Hamilton; and

Whereas the Township has requested qualifications from interested parties, pursuant to N.J.S.A. 19:44A-20.5 et seq. and Township Ordinance 2-861; and

Whereas the maximum amount available for this purpose is $10,000.00, is available in Account No. T-19-56-300-001-001, and has been certified by the local finance officer; and

Whereas the award of the contract herein is pursuant to an open and fair process pursuant to N.J.S.A. 19:44A-20.5 and further to a qualification based, competitive process pursuant to Ordinance 2-861; and

Whereas the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* requires that the resolution authorizing the award of contracts for "Professional Services" and the contract itself must be available for public inspection;

Now, Therefore, Be It Resolved by the Council of the Township of Hamilton in the County of Mercer and State of New Jersey, as follows:

1. The proper officials are hereby authorized and directed to execute a professional services agreement with **PIAZZA & ASSOCIATES** to serve as Affordable Housing Administrative Agent for the Township of Hamilton for the period of January 1, 2017 to December 31, 2017.

2. This contract is awarded as a "Professional Service" pursuant to an open and fair process pursuant to N.J.S.A. 19:44A-20.5 and further to a qualification based, competitive process pursuant to Ordinance 2-861.

3. A notice of this action shall be printed once in The Trentonian or The Times.

17 013

CERTIFICATION AS TO AVAILABILITY OF FUNDS

I hereby certify that, as of the date of the adopted Resolution, the free and unencumbered balance in Account No. T-19-56-300-001-001 is sufficient and that there are adequate funds available for the proposed contract noted above.

John E. Barrett, Chief Financial Officer

ADOPTED BY COUNCIL ON January 3, 2017
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE

COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
DAVID J. KENNY	✓					
DENNIS A. PONE	✓					
RALPH V. MASTRANGELO	✓				✓	
EDWARD R. GORE	✓					
ILEANA SCHIRMER	✓					✓

X - Indicates Vote A.B. - Absent N.V. - Not Voting RES. - Moved SEC. - Seconded

Hamilton Township Department of Law

2090 Greenwood Avenue, P.O. Box 00150, Hamilton, New Jersey 08650-0150

Telefax: 609-890-3522
Telephone: 609-890-3882

Lindsay L. Burbage, Esquire, Director
Bruce R. Darvas, Esquire
Assistant Township Attorney

February 13, 2018

Frank Piazza, Jr., President
Piazza & Associates
216 Rockingham Row
Princeton Forrestal Village
Princeton, New Jersey 08540-5758

Re: Professional Services Agreement
Council Resolution No. 18-032

Dear Mr. Piazza:

Enclosed please find a fully executed original copy of the Services Agreement between the Township of Hamilton and your firm to serve as Affordable Housing Administrative Agent for the Township of Hamilton for the period of January 1, 2018 to December 31, 2018. Authorization for said Agreement was passed by Township Council at its meeting of January 16, 2018 bearing Resolution No. 18-032. Please retain this copy in your files.

Please call me with any questions. Thank you.

Very truly yours,

Lindsay L. Burbage, Esquire
Director, Department of Law

LLB:wsb

enclosures

cc: David J. Kenny, Business Administrator (w/o encl.)
Eileen A. Gore, Municipal Clerk (w/ encl. - *original copy*)
Michele Bado, QPA, Purchasing Agent (w/ encl.)
Richard S. Williams, Director, Community Planning and Compliance (w/ encl.)
Robert C. Poppert, PP, AICP, Supervising Planner (w/ encl.)

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PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF HAMILTON AND PIAZZA & ASSOCIATES

Hamilton Township Council Resolution 18-032

This Agreement made as of this ***16th*** day of ***January, 2018*** between the *Township of Hamilton, County of Mercer, State of New Jersey*, a municipal corporation of the State of New Jersey, having principal offices at 2090 Greenwood Avenue, P.O. Box 00150, Hamilton, New Jersey 08650-0150, and *Piazza & Associates*, having offices located at 216 Rockingham Row, Princeton Forrestal Village, Princeton, New Jersey 08540-5758.

WITNESSETH:

1. The Township of Hamilton has the need for a firm or individual to serve as Affordable Housing Administrative Agent for the Township of Hamilton for the period of January 1, 2018 to December 31, 2018.

2. Piazza & Associates, in consideration of the making and signing of the within Agreement, agrees to render the following services:

*See Proposal Annexed Hereto As **Exhibit B.***

3. The Township of Hamilton will make payment to Piazza & Associates for services rendered in the combined maximum amount of ***$10,000.00 (Ten Thousand Dollars and No Cents)***, and the fee proposal incorporated within **Exhibit B** annexed hereto.

4. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

5. Piazza & Associates and the Township of Hamilton hereby incorporate into this contract the mandatory language of *N.J.A.C. 17:27-3.4(a)* and the mandatory

language of N.J.A.C. 17:27-5.3 promulgated pursuant to N.J.S.A. 10:5-31 to 38 P.L. 1975, c. 127, as amended and supplemented from time to time as provided at **Exhibit A** annexed hereto. Piazza & Associates agrees to comply fully with the terms, provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-5.3, provided that N.J.A.C. 17:27-3.4(a) shall be applied subject to the terms of N.J.A.C. 17:27-3.4(d).

6. It shall be a breach by Piazza & Associates of the terms of the contract for Piazza & Associates to knowingly and intentionally exceed the contribution limits contained in Town Ordinance §19-1(d), or to knowingly and intentionally conceal or misrepresent contributions given or received, or to knowingly and intentionally make contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution.

IN WITNESS WHEREOF, the Township of Hamilton has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Piazza & Associates has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

TOWNSHIP OF HAMILTON

KELLY A. YAEDE, MAYOR

ATTEST:

EILEEN A. GORE, RMC, CMC, MMC
MUNICIPAL CLERK

Dated: 2/12/18

PIAZZA & ASSOCIATES

By: _____
FRANK PIAZZA, JR., PRESIDENT

WITNESS:

Kathleen Schultz, VP Client Services
(Print or Type Name and Title Below Signature)

Dated: 2.6.18

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EXHIBIT A

N.J.S.A. 10:5-31 ET SEQ., N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contract or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation , the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency, contracting officer, advising the labor union or workers' representative of the contractor's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to ***N.J.S.A. 10:5-31 et seq.***, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals established in accordance with ***N.J.A.C. 17:27-5.2***, or a binding determination of the applicable county employment goals determined by the Division pursuant to ***N.J.A.C. 17:27-5.2***.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading and layoff to ensure that all such actions are taken without regard to age, creed, color national origin, ancestry, marital status, affectional or sexual orientation or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302.

The contractor or subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at *N.J.A.C. 17:27***.

SCOPE OF SERVICES

Specifically, Piazza & Associates will provide the following services under this proposal.

A) Consulting Services

1. P&A will share its extensive expertise in the monitoring and compliance of affordable housing with the Township so as to assist it in the planning and development of affordable units in the municipality.

2. P&A will consult with the Township to assist in the development of policies and best practices in the administration of affordable units and the development of an operating manual that sets forth the procedures to implement those policies and practices.

B) Preliminary Application Services

1. P&A will assist the Township with the development of an Affirmative Marketing Plan and implement that plan relative to specific projects that contain affordable housing units.

2. P&A will develop a complete set of application documents specifically designed to meet the requirements of the Regulations, including a Preliminary Application for Affordable Housing, a Final Application for Affordable Housing, Income Verification Forms and other such forms as may be required by the Regulations.

3. P&A will make applications available through the New Jersey Housing Resource Center (www.NJHousing.gov), for direct downloading on its own website (www.HousingQuest.com), at the municipal building and other such places as may be required. The application and other information can also be made available to be linked from the Township web site if desired by the Township.

4. P&A will mail Preliminary Applications upon request, and answer questions, via telephone and e-mail, as needed. A special e-mail address will be established that will be dedicated to the affordable housing services of the Township.

5. P&A will collect all of the Preliminary Applications, and process such applications as necessary, keeping a complete record of the information, and responding to all applicants appropriate to their submission. Applications will be subject to random selection as may be required by the Regulations, but P&A will maintain the priority

EXHIBIT B

order of applicants (waiting list) once the applicants have been subject to a random selection process.

6. P&A will provide to the Township, the Owners and Managers a list of available pre-qualified applicants by unit type as needed.

7. Upon notification that units are or will be available, P&A will send notices and final applications to a representative number of prequalified applicants, who will be asked to contact the Owner or its agent, and, at the same time, to submit the final application to Piazza & Associates.

8. P&A will complete a review of the final application and notify both the applicant and the Owner or its agent as to the status of that application, i.e., Approved, Not Approved or Incomplete.

C) Sales Units

1. P&A will determine the maximum re-sales prices for the Owner - Seller and certify to the Township that said price is in compliance to the Regulations.

2. P&A will coordinate a process to notify potential purchasers of an available unit and determine the priority order of interested parties.

3. P&A will determine the eligibility of prospective buyers and certify the applicant with respect to their adherence to all income limitations as set forth in the Regulations, and notify the Owner accordingly with a written certification.

4. P&A will work with Township's legal counsel to provide the form of documentation and coordinate the execution and recording of the documentation (Certification, Deed, Mortgage and Note and other such documents that may be required by the Regulations) for the closing and transfer of title, necessary to maintain the affordable housing restrictions, as required by the Regulations.

5. P&A will maintain accurate records of the status of all certification and recertification work on an ongoing basis.

6. P&A will provide compliance reports to the Township and regulatory agencies as necessary.

D) Rental Units

1. On an annual basis, P&A will inform the Landlord of the rental rates for the Affordable Units that are in compliance with the Regulations and viable relative to local market conditions.

2. P&A will certify to the Township that the rental rates for the Affordable Units are in compliance to the Regulations.

3. P&A will provide a written certification form to the Manager for all approved applications, and ask the Manager to return the certification forms, signed by the applicant, together with a copy of the lease agreement.

4. P&A will communicate the status of the compliance plan to the Manager and the Township on an ongoing basis, and be available to meet with representatives of both as reasonable and appropriate.

5. P&A will maintain accurate records of the status of all certification work on an on-going basis.

6. P&A will provide compliance reports to the Township and regulatory agencies as necessary.

E) UHAC Regulations

Notwithstanding anything herein to the contrary, P&A will provide all such services as are required of the Administrative Agent as set forth in the Uniform Housing Affordability Controls (N.J.A.C 5:80-26.14(a)).

TERMS AND CONDITIONS

A. Contract Administration: All work performed by P&A under this proposal shall be accomplished in close consultation with and under the direction of the Township or its designee. Although we envision that the bulk of the work described in the Scope of Services, herein, will be done from its main office in Princeton Forrestal Village, P&A will be available to meet with applicants in the Township by appointment.

B. Professionalism: At all times, P&A will endeavor to maintain a sense of professionalism with respect to the services performed on behalf of the Township. Committed to the ideals of exemplary customer service and fair housing opportunities, we treat every applicant with a sense of commitment and respect. In addition, we pride ourselves in our efficiency and accuracy with regard to affordable housing regulations, income certifications and record-keeping. These are essential elements of our compliance and management efforts.

COMPENSATION

In return for its compliance efforts (as detailed in the Scope of Services above), P&A will be compensated as follows:

- APPLICATIONS: There is no charge to applicants for our services.
- CONSULTING, LIST MAINTENANCE, AND RESPONDING TO INQUIRIES: $350 per month as a retainer to be paid by the Township;
- NEW RENTALS*: $700 per unit to be paid by the developer at a predetermined timetable;
- RE-RENTALS: $450 per re-occupancy to be paid by the landlord upon occupancy;
- NEW SALES*: No more than $1,200 per initial sale to be paid by the developer at a predetermined timetable;
- RE-SALES: $700 per resale to be paid by the seller upon transfer of title; and
- REFINANCING: $200 per refinance to be paid by the owner.
- LIEN SATISFACTIONS: No charge.
- OTHER PROGRAMS: The cost to provide compliance services for programs, such as Accessory Apartments, Market to Affordable, etc., are contingent upon the number of units and the scope of services required for each.
- In addition to its fee, P&A shall be reimbursed for all advertising costs and postage to residents and applicants. However, all management and compliance reports outlined above, all forms, web and e-mail services, telephone calls, travel expenses and meeting time, to a reasonable extent, shall be included in the basic fee above.
- In the event that the Township and/or Owner requests services in addition to the Scope of Services above, a mutually agreed upon rate for such services shall be determined prior to implementation.

* There is a $3,500 minimum fee to be paid by the developer for all projects that require the development and implementation of an Affirmative Marketing Plan..

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION

No. 18 032

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH PIAZZA & ASSOCIATES TO SERVE AS THE AFFORDABLE HOUSING ADMINISTRATIVE AGENT FOR THE TOWNSHIP OF HAMILTON FOR THE PERIOD OF JANUARY 1, 2018 TO DECEMBER 31, 2018 ($10,000.00 maximum)

Whereas there exists a need for a firm or individual to serve as Affordable Housing Administrative Agent for the Township of Hamilton; and

Whereas the Township has requested qualifications from interested parties pursuant to N.J.S.A. 19:44A-20.5 et seq. and Township Ordinance § 19-14; and

Whereas the maximum amount available for this purpose is $10,000.00, is available in Account No. T-19-56-300-001-001, and has been certified by the local finance officer; and

Whereas the award of the contract herein is pursuant to an open and fair process pursuant to N.J.S.A. 19:44A-20.5 and further to a qualification based, competitive process pursuant to Township Ordinance § 19-14; and

Whereas the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* requires that the resolution authorizing the award of contracts for "Professional Services" and the contract itself must be available for public inspection;

Now, Therefore, Be It Resolved by the Council of the Township of Hamilton in the County of Mercer and State of New Jersey, as follows:

1. The proper officials are hereby authorized and directed to execute a professional services agreement with PIAZZA & ASSOCIATES to serve as Affordable Housing Administrative Agent for the Township of Hamilton for the period of January 1, 2018 to December 31, 2018.

2. This contract is awarded as a "Professional Service" pursuant to an open and fair process pursuant to N.J.S.A. 19:44A-20.5 and further to a qualification based, competitive process pursuant to Township Ordinance § 19-14.

3. A notice of this action shall be printed once in The Trentonian or The Times.

CERTIFICATION AS TO AVAILABILITY OF FUNDS

I hereby certify that, as of the date of the adopted Resolution, the free and unencumbered balance in Account No. T-19-56-300-001-001 is sufficient and that there are adequate funds available for the proposed contract noted above.

John E. Barrett, Chief Financial Officer

ADOPTED BY COUNCIL ON January 16, 2018
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER	✓					✓
RALPH V. MASTRANGELO	✓					
RICHARD L. TIGHE, JR.	✓				✓	
JEFFREY S. MARTIN	✓					
ANTHONY P. CARABELLI, JR.	✓					

X - Indicates Vote A.B. - Absent N.V. - Not Voting RES - Moved SEC. - Seconded

18 032

W:\COUNCIL\Resolution\PROFSERV\CY2018\Administrative Agent Piazza&Assoc.wpd

TOWNSHIP OF HAMILTON
CODE OF ORDINANCES SECTION 19-1
CONTRIBUTION STATEMENT BY PROFESSIONAL BUSINESS ENTITY

I, Frank Piazza Jr (name), the President (title) of Piazza & Associates, Inc. (name of entity) certify that Piazza & Associates, Inc. (name of entity) has not made a campaign contribution in excess of the limits set forth in Township Ordinance Section 19-1(d), namely **$300.00** for each municipal campaign committee or fund of any candidate for, or holder of, a Hamilton Township public office having the ultimate responsibility for the award of professional services contracts, and a maximum of **$300.00** to any Hamilton Township municipal or Mercer County party committee, within **twelve (12) months** of local government contract negotiations.

Also, Piazza & Associates, Inc (name of entity) will not make any campaign contributions of any **($0)** amount to the above entities between the time of first communication with the Township and the later of the termination of negotiations or the completion of the contract, per Township Ordinance Section 19-1(h).

I have reviewed Section 19-1, *Prohibition on awarding professional services contracts to certain contributors*, of the Township's Code of Ordinances and understand the terms contained therein.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment, including, but not limited to the penalty terms set forth in Township Ordinance Section 19-5, *Violations*.

I further certify that I am duly authorized and empowered to make this certification on behalf of Piazza & Associates, Inc. (name of entity).

Dated: 2.8.18

RECEIVED
FEB 08 2018
Township of Hamilton

Frank Piazza Jr, President
(name and title)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8

HAMILTON TOWNSHIP

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the firm has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding ***January 16, 2018*** to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *Township of Hamilton* as defined pursuant to N.J.S.A. 19:44 A-3(p), (q) and (r)

Hamilton Township Democratic Municipal Committee
Hamilton Township Republican Municipal Committee
Candidate committee for any individual(s) serving in an elected office (Mayor or Town Council) in Hamilton Township

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Frank Piazza Jr	19 Patriot Drive, Robbinsville, NJ 08691

RECEIVED
FEB 08 2019
Division of Purchasing
Department of Law

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Piazza & Associates, Inc.

Signature of Affiant: _____ Title: President

Printed Name of Affiant: Frank Piazza Jr Date: February 6, 2018

Subscribed and sworn before me this 6 day of February, 2019

Denise A. Keenan
Witnessed or attested by

My Commission expires: DENISE A. KEENAN
NOTARY PUBLIC
STATE OF NEW JERSEY
ID #2384723
MY COMMISSION EXPIRES APRIL 16, 2019

(Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Piazza & Associates, Inc.		
Address:	216 Rockingham Row		
City:	Princeton	State: NJ	Zip: 08540

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Frank Piazza Jr Printed Name	President Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NONE			$

☐ Check here if the information is continued on subsequent page(s)

RECEIVED

FEB 08 2016

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	PIAZZA & ASSOCIATES, INC.
Trade Name:	
Address:	216 ROCKINGHAM ROW PRINCETON, NJ 08540-5758
Certificate Number:	0632930
Effective Date:	September 28, 1994
Date of Issuance:	December 04, 2017

For Office Use Only:

20171204103559215

RECEIVED
DEC 08 2018

Certification 32379

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAY-2018 to 15-MAY-2023

PIAZZA & ASSOCIATES, INC.
216 ROCKINGHAM ROW
PRINCETON NJ 08540

FORD M. SCUDDER
Acting State Treasurer

RECEIVED
FEB 06 2018
Department of Law

59. Affirmative Marketing Plan

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

RESOLUTION No. 19-079

APPROVED AS TO FORM AND LEGALITY

TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

TITLE

RESOLUTION AUTHORIZING THE ADOPTION OF AN AFFIRMATIVE FAIR HOUSING MARKETING PLAN IN ACCORDANCE WITH A CONDITIONAL JUDGMENT OF COMPLIANCE AND REPOSE GRANTED IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF HAMILTON, COUNTY OF MERCER, DOCKET NO. MER-L-1573-15

Whereas on November 7, 2018, counsel for the Township of Hamilton ("Township") appeared before the Honorable Mary C. Jacobson, A.J.S.C., for a Final Compliance Hearing In The Matter of the Application of the Township of Hamilton, County of Mercer, Docket No. MER-L-1573-15; and

Whereas the purpose of the Final Compliance Hearing was to determine whether the Township's Amended Housing Element and Fair Share Plan ("HEFSP") was in accordance with a December 19, 2016 Settlement Agreement reached between the Township and Fair Share Housing Center, and that it complied with the Township's obligations under the *Mt. Laurel* doctrine, the Fair Housing Act, the Uniform Housing Affordability Controls except as modified by the Settlement Agreement, and applicable rules of the Council on Affordable Housing; and

Whereas on December 18, 2018, the Honorable Mary C. Jacobson, A.J.S.C., granted the Township of Hamilton a Conditional Judgment of Compliance and Repose, finding that the Township's HEFSP and its Appendix, including the Spending Plan, satisfied the Township's obligations as outlined above, and that subject to the conditions outlined in the Judgment, the Township is entitled to repose from builder's remedy lawsuits through July 2025; and

3bbb

Whereas one of the conditions outlined in the Judgment of Compliance and Repose required the Township to prepare an Affirmative Fair Housing Marketing Plan ("Plan") by December 21, 2018 and adopt said Plan by Resolution before January 25, 2019; and

Whereas Piazza & Associates, Inc., the Affordable Housing Agent for the Township, has prepared the necessary Affirmative Fair Housing Marketing Plan, which must now be approved and adopted through Resolution by the Council of the Township of Hamilton;

Now, Therefore, Be It Resolved that the Council of the Township of Hamilton in the County of Mercer and State of New Jersey hereby authorizes the adoption of the Township of Hamilton's Affirmative Fair Housing Marketing Plan as prepared by Piazza & Associates, Inc.

Be It Further Resolved that the draft and adopted Affirmative Fair Housing Marketing Plan and Resolution shall be provided to the Mercer County Superior Court, Special Master Michael Bolan, Fair Share Housing Center, and emailed to Mr. Ronald Dixon.

ADOPTED BY COUNCIL ON JANUARY 15, 2019
DATE

PRESIDENT

MUNICIPAL CLERK

RECORD OF VOTE						
COUNCIL	AYE	NAY	N.V.	A.B.	RES.	SEC.
ILEANA SCHIRMER	✓					
RALPH V. MASTRANGELO	✓					✓
ANTHONY P. CARABELLI, JR.	✓					
RICHARD L. TIGHE, JR.	✓				✓	
JEFFREY S. MARTIN	✓					

X – Indicates Vote A.B. – Absent N.V. – Not Voting RES. - Moved SEC. – Seconded

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AFFIRMATIVE FAIR HOUSING MARKETING PLAN
For Township of Hamilton in (REGION 4)

I. APPLICANT AND PROJECT INFORMATION
(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number Contact Name: Frank Piazza Piazza & Associates, Inc. 216 Rockingham Row Princeton, NJ 08540 609-786-1100, ext. 301	1b. Development or Program Name, Address N/A	
1c. Number of Affordable Units: N/A Number of Rental Units: N/A Number of For-Sale Units:	1d. Price or Rental Range From N/A To	1e. State and Federal Funding Sources (if any) NONE
1f. ☐ Age Restricted ☐ Non-Age Restricted	1g. Approximate Starting Dates Advertising: Occupancy:	
1h. County **Mercer, Monmouth, Ocean**	1i. Census Tract(s): N/A	
1j. Managing/Sales Agent's Name, Address, Phone Number N/A		
1k. Application Fees (if any): No application fee is charged to the applicant by the Administrative Agent.		

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

II. RANDOM SELECTION

2. Describe the random selection process that will be used once applications are received.

1. RENTAL PROCESS:

A. An initial deadline date, no less than 60 days after the start of the marketing process, will be established. All of the preliminary applications received by Piazza & Associates, on or before the initial deadline date, shall be deemed received on that date.

B. Households that apply for very low-income housing will be prescreened by Piazza & Associates for preliminary income eligibility by comparing their total income and household size to the very low-income limits pursuant to the New Jersey Fair Housing Act, N.J.S.A. 52:27-D-304 ("NJFHA"). Households that apply for low and moderate-income housing will be prescreened by Piazza & Associates for preliminary income eligibility by comparing their total income and household size to the low and moderate-income limits pursuant to the Uniform Housing Affordability Controls, 5:80-26.1 et seq. ("UHAC"). All households will be notified as to their preliminary status.

C. A drawing will be held under the direction of Piazza & Associates to determine the priority order of the pre-qualified applications received on or before the initial deadline date. All preliminary

applications received after the initial deadline, will be processed on a "first come, first served" basis.

D. In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least ten (10) pre-qualified applicants for each low and moderate-income unit available, or until all of the low and moderate-income units within the development have been rented.

E. Final applications will be mailed by Piazza & Associates to an adequate number of pre-qualified applicants, in priority order, for each available very low, low and moderate-income unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.

F. Completed final applications will be forwarded to Piazza & Associates. Piazza & Associates will make a determination as to their eligibility for a low or moderate-income unit. Applicants will receive a letter from Piazza & Associates with respect to the status of their application each time a review is performed.

G. At the same time, applicants will also be subject to any criteria set forth by the Owner, pursuant to the Tenant Selection Criteria, attached. The criteria shall comply with all fair housing standards and be set forth in a policy statement made available to all applicants in the leasing office. The Owner will be responsible for the assessment of all criteria beyond the income and household size criteria set forth above.

H. Subsequent to the initial rent-up period, a list of pre-qualified applicants will be maintained by Piazza & Associates for each type of very low, low and moderate-income unit.

2. SALE PROCESS:

A. An initial deadline date, no less than 60 days after the start of the marketing process, will be established. All of the preliminary applications received by Piazza & Associates, on or before the initial deadline date, shall be deemed received on that date.

B. Households that apply for low and moderate income housing will be prescreened by Piazza & Associates for preliminary income eligibility by comparing their total income and household size to the low and moderate income limits adopted by COAH or its successors and other program restrictions that may apply. All households will be notified as to their preliminary status.

C. A drawing will be held under the direction of Piazza & Associates to determine the priority order of the pre-qualified applications received on or before the initial deadline date. All preliminary applications received after the initial deadline, will be processed on a "first come, first served" basis after the applicants who were in the initial random selection.

D. In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least ten (10) pre-qualified applicants for each low and moderate income unit available, or until all of the low and moderate income units within the development have been sold.

E. Final applications will be mailed by Piazza & Associates to an adequate number of pre-qualified applicants, in priority order, for each available low and moderate income unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.

F. Completed final applications will be forwarded to Piazza & Associates. Piazza & Associates will make a determination as to their eligibility for a low or moderate income unit. Applicants will receive a letter from Piazza & Associates with respect to the status of their application each time a review is performed.

G. When submitting final applications, applicants will also be asked to provide a pre-qualification letter from a qualified lending institution.

H. Certified applicants will be given 15 days to sign a sales agreement with the developer. Mortgage contingencies may not be an acceptable term of the agreement.

I. The sales agreement may also limit closing to a reasonable time to be approved by Piazza & Associates in advance of the process.

3. RESALE PROCESS:

A. The Seller submits a Preliminary Notice with a copy of their recorded deed in order to determine the maximum resale price

B. We will respond to the Seller in writing, explaining some of the details of the process and informing the Seller of the Maximum Sales Price (based on the change in median income as set forth by the New Jersey Dept. of Community Affairs) as well as the Maximum Income allowed for potential purchasers, as adjusted for family size. A form, entitled, "Notice of Intent to Sell", is attached.

C. We will also send a "Notice of Availability" to households on our waiting list for an affordable home of the same size and income category. We will include about 20 copies of Preliminary Applications, specifically marked with the address of the affordable home at the top, to the Seller. The Notice will ask interested households to contact the Seller or their agent, directly, to make an appointment to see the affordable home within a two-week time frame. The Seller may want to prepare a flyer for us to distribute with our notice of availability. We reserve the right to limit the number of notices that are mailed, based on the chronological order in which the prequalified applications were received. If the notices are limited in this way, applicants receiving notices will have a priority over those who do not.

D. With permission of the Seller, we automatically place a notification of the availability on NJHRC.gov. The Seller or their agent may also want to advertise. Ads should include the "Equal Housing Opportunity" logo and should be sent to our office for review prior to distribution.

E. The Seller or their agent, upon showing the home, provides potential buyers with a copy of the Preliminary Application (which may be duplicated if necessary). All interested parties must receive a specially marked Preliminary Application, whether or not they have already submitted an application to our office or are on our waiting list. Also, the Seller or their agent must keep a record of the name, address and telephone number of everyone who viewed the home.

F. At the end of the two-week time period, our office collects all of the Preliminary Applications submitted for a particular home. They are prioritized on the basis of a blind selection process or lottery. Preference may be given to households that can utilize all of the bedrooms, as well as handicap accommodations, when applicable.

G. The first two applicants on the prioritized list are sent a letter which requires them to complete a final application within seven days.

H. When an applicant is approved, the Seller may begin to negotiate a contract with the potential Buyer at this time, but there must be a contingency clause in the contract which voids the contract, without penalty to the buyer, if the potential buyer is not able to obtain financing within 30 days.

I. The remaining applicants are maintained on the waiting list for this home or other homes in the same size and income categories. In the event that the potential buyer is not able and/or willing to purchase the affordable home, the next applicant on the prioritized list is notified pursuant to the process described above.

J. The Seller must sell the affordable home with the same or comparable appliances and amenities that were in the home when it was first sold as an affordable home.

K. The Seller may NOT charge more than the Maximum Selling Price for any reason, except the addition of a room, the installation of central air conditioning (where there was none before) or comparable upgrade, but ONLY with prior written approval from us. For the most part, condominiums in this program are NOT eligible for such upgrades and/or adjustments to the

selling price. The cost of broker fees; municipal inspections and required repairs that may be necessary to receive a Certificate of Occupancy; new appliances, carpeting or other flooring upgrades; and decorating and remodeling projects are NOT eligible costs for an increase in the Maximum Sales Price.

L. A copy of the Sales Contract must be submitted to our office prior to closing.

M. During the final stages of the process, it will be necessary for the Buyer to make arrangement for the Affordable Housing Agreement and Mortgage Note to be satisfied with respect to the Seller and new documents filed with respect to the Buyer. Our office typically provides the Buyer's attorney with the name and phone number of the attorney who can address these issues.

N. A copy of the HUD Closing Statement or Closing Disclosure form required by the TILA-RESPA Integrated Disclosure Rule, as appropriate, must be submitted to our office after the sale of the home.

O. Note: We do not guarantee that the Buyer can sell an affordable home for the Maximum Sales Price. An affordable home is also susceptible to market conditions, and the Fair Market Value of an affordable home may be lower than the Maximum Selling Price. In this case, the Seller may not be able to sell the home for more than its Fair Market Value

P. This outline is meant to describe the process utilized prior to the expiration of the deed restrictions. It is not meant to be a legal representation of the rights or responsibilities of any party, nor is it meant to modify the Affordable Housing Agreement, Mortgage Note or other Deed Restrictions. Buyers and Sellers are encouraged to seek legal counsel for specific questions in this regard.

Q. Our office is available to both the Seller and the Buyer throughout the process to answer any questions that they may have.

III. MARKETING

3a. Direction of Marketing Activity: (: Based on demographic data from the 2010 census, this table provides a comparison of race and ethnic origin between the Housing Region 4 and the Township of Hamilton. The most significant negative differences point to the greatest need for affirmative marketing. Overall, the municipality appears to generally reflect the diversity of the region and county. Therefore, we have chosen to include the default groups set forth for Region 4.

Subject	RACE							HISPANIC OR LATINO	
	Total population	Race alone or in combination with one or more other races. [4]						Total population	
		White	Black or African American	American Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific Islander	Some Other Race	Hispanic or Latino (of any race)	Not Hispanic or Latino
Mercer Co.	366,513	232,582	78,537	2,910	35,838	871	26,670	55,318	311,195
Monmouth	630,380	530,903	51,481	3,605	35,416	705	21,651	60,939	569,441
Ocean Co.	576,567	532,061	21,416	2,923	12,190	430	16,684	47,783	528,784
Region 4	1,573,460	1,295,546	151,434	9,438	83,444	2,006	65,005	164,040	1,409,420
% Region 4	100%	82.3%	9.6%	0.6%	5.3%	0.1%	4.1%	10.4%	89.6%
Hamilton	88,464	69,340	10,419	149	2,914	79	3,775	9,613	78,851
%Hamilton	100%	78.4%	11.8%	0.2%	3.3%	0.1%	4.3%	10.9%	89.1%
Difference		-3.9%	2.2%	-0.4%	-2.0%	0.0%	0.2%	0.5%	-0.5%

[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six

percentages may add to more than 100 percent because individuals may report more than one race. Source: U.S. Census Bureau, 2010 Census of Population and Housing, Demographic Profile Summary File: Technical Documentation, 2011.

☐ White (non-Hispanic X Black (non-Hispanic) X Hispanic ☐ American Indian or Alaskan Native

☐ Asian or Pacific Islander ☐ Other group:

3b. Web Sites:

PIAZZA & ASSOCIATES (www.HousingQuest.com) A proprietary online listing of affordable housing X

HOUSING RESOURCE CENTER (www.NJHRC.gov) A free, online listing of affordable housing X

HAMILTON TOWNSHIP (www.hamiltonnj.com) A link from the municipal website X

3c. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS PARTIAL HOUSING REGION 4			
Daily Newspaper			
X	Once at the start of the affirmative marketing process and as needed.	Trenton Times	Mercer
X	Once at the start of the affirmative marketing process and as needed.	Trentonian	Mercer
☐		Asbury Park Press	Monmouth, Ocean
☐		Ocean County Observer	Ocean
Weekly Newspaper			
☐		Ewing Observer	Mercer
X	Once at the start of the affirmative marketing.	Hopewell Valley News	Mercer
X	Once at the start of the affirmative marketing.	Lawrence Ledger	Mercer
☐		Pennington Post	Mercer
☐		Princeton Town Topics	Mercer
☐		Tempo Mercer	Mercer
☐		Trenton Downtowner	Mercer
X	Once at the start of the affirmative marketing.	Windsor Heights Herald	Mercer
☐		West Windsor-Plainsboro News	Mercer, Middlesex
X	Once at the start of the affirmative marketing.	Princeton Packet	Mercer, Middlesex, Somerset
X	Once at the start of the affirmative marketing.	Messenger-Press	Mercer, Monmouth, Ocean
X	Once at the start of the affirmative marketing.	Hamilton Observer	Mercer
☐		Atlanticville	Monmouth

☐		Coaster	Monmouth
☐		Courier	Monmouth
☐		Examiner	Monmouth
☐		Hub, The	Monmouth
☐		Independent, The	Monmouth
☐		News Transcript	Monmouth
☐		Two River Times	Monmouth
☐		Coast Star, The	Monmouth, Ocean
☐		Beach Haven Times	Ocean
☐		Beacon, The	Ocean
☐		Berkeley Times	Ocean
☐		Brick Bulletin	Ocean
☐		Brick Times	Ocean
☐		Jackson Times	Ocean
☐		Lacey Beacon	Ocean
☐		Manchester Times	Ocean
☐		New Egypt Press	Ocean
☐		Ocean County Journal	Ocean
☐		Ocean Star, The	Ocean
☐		Tri-Town News	Ocean
☐		Tuckerton Beacon	Ocean
☐		Atlantic Highlands Herald	Monmouth

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 4			
☐		2 WCBS-TV CBS Broadcasting Inc.	
☐		4 WNBC NBC Telemundo License Co. (General Electric)	
☐		5 WNYW Fox Television Stations, Inc. (News Corp.)	
☐		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	

☐		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
☐		10 WCAU NBC Telemundo License Co. (General Electric)	
☐		11 WPIX WPIX, Inc. (Tribune)	
☐		13 WNET Educational Broadcasting Corporation	
☐		58 WNJB New Jersey Public Broadcasting Authority	
TARGETS PARTIAL HOUSING REGION 4			
☐		25 W25AW WZBN TV, Inc.	Mercer
☐		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Mercer
☐		60 WBPH-TV Sonshine Family Television Corp	Mercer
☐		63 WMBC-TV Mountain Broadcasting Corp.	Mercer
☐		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Mercer
☐		41 WXTV WXTV License Partnership, G.P. (Univision Communications Inc.)	Mercer, Monmouth
☐		3 KYW-TV CBS Broadcasting Inc.	Mercer, Ocean
☐		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	Mercer, Ocean
☐		12 WHYY-TV WHYY, Inc.	Mercer, Ocean
☐		17 WPHL-TV Tribune Company	Mercer, Ocean
☐		23 WNJS New Jersey Public Broadcasting Authority	Mercer, Ocean
☐		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Mercer, Ocean
☐		35 WYBE Independence Public Media Of Philadelphia, Inc.	Mercer, Ocean
☐		48 WGTW-TV Trinity Broadcasting Network	Mercer, Ocean
☐		52 WNJT New Jersey Public Broadcasting Authority	Mercer, Ocean
☐		57 WPSG CBS Broadcasting Inc.	Mercer, Ocean
☐		61 WPPX Paxson Communications License Company, LLC	Mercer, Ocean

☐		65 WUVP-TV Univision Communications, Inc.	Mercer, Ocean
☐		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	Monmouth
☐		31 WPXN-TV Paxson Communications License Company, LLC	Monmouth
☐		47 WNJU NBC Telemundo License Co. (General Electric)	Monmouth
☐		50 WNJN New Jersey Public Broadcasting Authority	Monmouth
☐		68 WFUT-TV Univision New York LLC	Monmouth, Ocean (Spanish)
☐		62 WWSI Hispanic Broadcasters of Philadelphia, LLC	Ocean

	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
TARGETS PARTIAL HOUSING REGION 4			
☐		Cablevision of Hamilton	Partial Mercer, Monmouth
☐		Comcast of Central NJ,	Partial Mercer, Monmouth
☐		Patriot Media & Communications, CNJ	Partial Mercer
☐		Cablevision of Monmouth, Raritan Valley	Partial Monmouth
☐		Comcast of Mercer County, Southeast Pennsylvania	Partial Middlesex
☐		Comcast of Monmouth County	Partial Monmouth, Ocean
☐		Comcast of Garden State, Long Beach Island, Ocean County, Toms River	Partial Ocean

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 4			
AM			
☐		WWJZ 640	
☐		WOR 710	
☐		WABC 770	
☐		WCBS 880	
☐		WBBR 1130	
☐		WPST 94.5	
FM			

X	Once at the start of the affirmative marketing.	WKXW-FM 101.5	
☐		WPRB 103.3	
TARGETS PARTIAL HOUSING REGION 4			
AM			
☐		WFIL 560	Mercer, Monmouth
☐		WMCA 570	Monmouth, Ocean
☐		WFAN 660	Mercer, Monmouth
☐		WNYC 820	Mercer, Monmouth
☐		WWBD 860	Mercer
☐		WPHY 920	Mercer
☐		WNTP 990	Mercer
☐		WCHR 1040	Mercer
☐		WOBM 1160	Monmouth, Ocean
☐		WWTR 1170	Mercer
☐		WPHT 1210	Mercer, Monmouth
☐		WBUD 1260	Mercer, Monmouth
☐		WIMG 1300	Mercer
☐		WADB 1310	Monmouth, Ocean
☐		WHTG 1410	Monmouth
☐		WCTC 1450	Mercer, Monmouth
☐		WBCB 1490	Mercer
☐		WTTM 1680	Mercer, Monmouth
FM			
☐		WNJT-FM 88.1	Mercer
☐		WWFM 89.1	Mercer, Monmouth
☐		WRDR 89.7	Monmouth, Ocean
☐		WRTI 90.1	Mercer
☐		WBJB-FM 90.5	Monmouth
☐		WWNJ 91.1	Ocean
☐		WTSR 91.3	Mercer
☐		WBGD 91.9	Ocean

☐		WFNY-FM 92.3	Mercer, Monmouth
☐		WXTU 92.5	Mercer
☐		WOBM-FM 92.7	Ocean
☐		WPAT-FM 93.1	Mercer, Monmouth
☐		WMMR 93.3	Mercer
☐		WNYC-FM 93.9	Mercer, Monmouth
☐		WYSP 94.1	Mercer
☐		WJLK-FM 94.3	Monmouth, Ocean
☐		WFME 94.7	Mercer, Monmouth
☐		WZZO 95.1	Mercer
☐		WPLJ 95.5	Mercer, Monmouth
☐		WBEN-FM 95.7	Mercer
☐		WRAT 95.9	Monmouth, Ocean
☐		WCTO 96.1	Mercer
☐		WQXR-FM 96.3	Mercer, Monmouth
☐		WRDW-FM 96.5	Mercer
☐		WQHT 97.1	Mercer, Monmouth
☐		WSKQ-FM 97.9	Mercer, Monmouth
☐		WOGL 98.1	Mercer
☐		WMGQ 98.3	Mercer, Monmouth
☐		WRKS 98.7	Mercer, Monmouth
☐		WUSL 98.9	Mercer, Monmouth
☐		WAWZ 99.1	Mercer, Monmouth
☐		WBAI 99.5	Mercer, Monmouth
☐		WJRZ-FM 100.1	Ocean
☐		WHTZ 100.3	Mercer, Monmouth
☐		WCBS-FM 101.1	Mercer, Monmouth
☐		WQCD 101.9	Mercer, Monmouth
☐		WIOQ 102.1	Mercer
☐		WNEW 102.7	Mercer, Monmouth

☐		WMGK 102.9	Mercer
☐		WKTU 103.5	Mercer, Monmouth
☐		WAXQ 104.3	Mercer, Monmouth
☐		WWPR-FM 105.1	Mercer, Monmouth
☐		WDAS-FM 105.3	Mercer, Monmouth
☐		WCHR-FM 105.7	Ocean
☐		WJJZ 106.1	Mercer, Monmouth
☐		WHTG-FM 106.3	Monmouth, Ocean
☐		WLTW 106.7	Mercer, Monmouth
☐		WKDN 106.9	Mercer
☐		WWZY 107.1	Monmouth, Ocean
☐		WBLS 107.5	Mercer, Monmouth
☐		WWPH 107.9	Mercer

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)

		NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 4				
Weekly				
X	Once at the start of the affirmative marketing.	Reporte Hispano	New Jersey	Spanish-Language
TARGETS PARTIAL HOUSING REGION 4				
Weekly				
☐		New Jersey Jewish News	Northern and Central New Jersey	Jewish
☐		El Hispano	Camden and Trenton areas	Spanish-Language
☐		Ukrainian Weekly	New Jersey	Ukrainian community

3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)

DURATION & FREQUENCY OF OUTREACH		NAME OF EMPLOYER/COMPANY	LOCATION
Mercer County			
X	Once at the start of the affirmative marketing.	Mercer County Board of Education	1075 Old Trenton Rd, Trenton, NJ
X	Once at the start of the affirmative marketing.	Penn Medicine Princeton Medical Center	One Plainsboro Road, Plainsboro, NJ 08536

X	Once at the start of the affirmative marketing.	Mercer County Board of Realtors	1482 Brunswick Ave. Trenton, NJ
X	Once at the start of the affirmative marketing.	RWJ-Rehab	1400 Lower ferry Rd., Ewing, NJ 08638
X	Once at the start of the affirmative marketing.	Bristol-Myers Squibb	3401 Princeton Pike, Lawrence Twp., NJ 08648/100 Nassau Park Blvd. Princeton, NJ/3551 Lawrenceville-Princeton Rd., Lawrence Twp., NJ
X	Once at the start of the affirmative marketing.	St. Lawrence Rehabilitation Center	2381 Lawrenceville Rd, Lawrenceville, NJ
X	Once at the start of the affirmative marketing.	McGraw-Hill	120 Windsor Center Dr, East Windsor, NJ
X	Once at the start of the affirmative marketing.	Conair Corporation	150 Milford Rd, Hightstown, NJ
X	Once at the start of the affirmative marketing.	Shiseido America, Inc.	366 Princeton Hightstown Rd, East Windsor, NJ
X	Once at the start of the affirmative marketing.	NJ Manufacturers Insurance Company	301 Sullivan way, Trenton, NJ
X	Once at the start of the affirmative marketing.	Homasote	932 Lower Ferry Rd, Trenton, NJ
X	Once at the start of the affirmative marketing.	Robert Wood Johnson University Hospital	1 Hamilton Health Pl, Trenton, NJ
X	Once at the start of the affirmative marketing.	Congoleum Corp.	3500 Quakerbridge Rd, Mercerville, NJ
X	Once at the start of the affirmative marketing.	Coca-Cola Foods	480 Mercer St, Hightstown, NJ
X	Once at the start of the affirmative marketing.	Peddie School	111 Armellino Ct, Hightstown, NJ
X	Once at the start of the affirmative marketing.	Dana Communications	2 E Broad St, Hopewell, NJ
X	Once at the start of the affirmative marketing.	Perry Street Teen Post Center	522 Perry St., Trenton, NJ 08618
X	Once at the start of the affirmative marketing.	Janssen Pharmaceutical	1125 Trenton Harbourton Rd, Titusville, NJ
X	Once at the start of the affirmative marketing.	St. Francis Medical Center	601 Hamilton Avenue Trenton NJ 08629-1986
X	Once at the start of the affirmative marketing.	The Trenton Times	413 River View Plaza, Trenton, NJ
X	Once at the start of the affirmative marketing.	Gaum, Inc.	1080 US Highway 130, Robbinsville, NJ
X	Once at the start of the affirmative marketing.	Capital Health Regional Medical Center	750 Brunswick Ave. Trenton, NJ 08638
X	Once at the start of the affirmative marketing.	Capital Health-Hamilton	1445 Whitehorse-Mercerville Rd., Hamilton, NJ
X	Once at the start of the affirmative marketing.	Trenton Police Dept.-Police Director	225 N. Clinton Ave., Trenton, NJ 08609
X	Once at the start of the affirmative marketing.	Princeton University	33 Washington Rd. Princeton, NJ 08544
X	Once at the start of the affirmative marketing.	ETS	660 Rosedale Rd., Princeton, NJ 08540; 225 Phillips Blvd., Ewing, NJ 08628
X	Once at the start of the affirmative marketing.	Amazon Fulfillment Center	50 New Canton Way, Robbinsville, NJ 08691
X	Once at the start of the affirmative marketing.	Capital Health Hopewell	One Capital Way, Pennington, NJ 08534
Monmouth County			
X	Once at the start of the affirmative marketing.	Meridian Health System	1350 Campus Parkway Neptune

X	Once at the start of the affirmative marketing.	US Army Communications Electronics Command Fort Monmouth	CECOM Bldg 901 Murphy drive Fort Monmouth
X	Once at the start of the affirmative marketing.	Central State Healthcare Systems	901 West Main Street Freehold
X	Once at the start of the affirmative marketing.	Monmouth Medical Center	300 Second Ave Long Branch
X	Once at the start of the affirmative marketing.	Asbury Park Press	3601 Route 66 Neptune, NJ
X	Once at the start of the affirmative marketing.	Food Circus Super Markets, Inc.	835 Highway 35 PO BOX 278 Middletown, NJ
X	Once at the start of the affirmative marketing.	Monmouth University	Cedar Ave West Long Branch
X	Once at the start of the affirmative marketing.	Naval Weapons stations Earle	State Highway 34 Colts Neck, NJ
X	Once at the start of the affirmative marketing.	Norkus Enterprises, Inc.	505 Richmond Ave Point Pleasant, NJ
X	Once at the start of the affirmative marketing.	Horizon Blue Cross Blue Shield	1427 Wyckoff Road Farmingdale, NJ
X	Once at the start of the affirmative marketing.	RiverView Medical	1 Riverview Plaza, Red Bank, NJ
X	Once at the start of the affirmative marketing.	K. Hovnanian Hospital	1945 Rte. 33, Neptune, NJ 07753
X	Once at the start of the affirmative marketing.	Bayshore Community Hospital	725 N. Beers St., Holmdel, NJ

Ocean County			
X	Once at the start of the affirmative marketing.	Saint Barnabas Health Care System	300 2nd Ave Long Branch, NJ 07740
X	Once at the start of the affirmative marketing.	Six Flags Theme Parks Inc	Route 537 Jackson, NJ 08527
X	Once at the start of the affirmative marketing.	Ocean Medical	425 Jack Martin Blvd, Brick, NJ
X	Once at the start of the affirmative marketing.	Southern Ocean County Hospital	1140 Route 72 West, Manahawkin, NJ
X	Once at the start of the affirmative marketing.	Jackson Premium Outlets	537 Monmouth Rd., Jackson, NJ
X	Once at the start of the affirmative marketing.	Jenkinsons	300 Ocean Ave Pt. Pleasant Beach, NJ 08742

3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)

Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
Catholic Charities	Trenton, Mercer, Monmouth and Ocean	All	Once at the start of the affirmative marketing.
YMCA	Trenton, Mercer Co.	All	Once at the start of the affirmative marketing.
Crisis Ministry of Princeton & Trenton	Trenton, Mercer Co.		Once at the start of the affirmative marketing.
Hispanic Affairs and Resource Center of Monmouth Co.	Freehold, Monmouth County	Hispanic	Once at the start of the affirmative marketing.
Love, Inc.	Red Bank, Monmouth C	All	Once at the start of the affirmative marketing.
Rainbow Foundation	New Monmouth, Monmouth County	All	Once at the start of the affirmative marketing.
American Red Cross	Toms River, Monmouth	All	Once at the start of the affirmative marketing.
Also as attached		All	Once at the start of the

			affirmative marketing

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:		
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)		
	BUILDING	LOCATION
X	Mercer County Library Headquarters	2751 Brunswick Pike, Lawrenceville, NJ 08648
X	Monmouth County Headquarters Library	125 Symmes Drive, Manalapan, NJ 07726
X	Ocean County Library	101 Washington Street, Toms River, NJ 08753
X	Mercer County Administration Bldg.	640 South Broad Street, PO BOX 8068, Trenton, NJ 08650-0068
X	Ocean County Administration Bldg.	101 Hooper Ave., Toms River, NJ 08753
X	County of Monmouth Hall of Records	33 Mechanic St., Freehold, NJ 07728
X	Hamilton Township Free Public Library	1 Justice Samuel A. Alito, Jr. Way Hamilton, NJ 08619
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
Robert Poppert, Municipal Housing Liaison, Township of Hamilton Department of Community Planning and Compliance 2090 Greenwood Avenue Hamilton, NJ 08650 (609) 890-3674 Hamilton Township Free Public Library 1 Justice Samuel A. Alito, Jr. Way Hamilton, NJ 08619 (609) 581-4060		
4c. Sales/Rental Office for units (if applicable) N/A		

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the Municipality's substantive certification.

Frank Piazza, President, Piazza & Associates, Inc.

Name (Type or Print)

Administrative Agent, Township of Hamilton

Title/Municipality

Signature Date

Mary Frances McFadden, Director
Ocean County Board of Social Services
1027 Hooper Avenue
Toms River, NJ 08753

Monmouth County
Division of Social Services
3000 Kozloski Road
Freehold, NJ 07728

Rainbow Foundation
15 Cherry Tree Farm Rd.
New Monmouth, NJ 07748

O.C.E.A.N., Inc
PO Box 1029
Toms River, NJ 08754

Homes Now, Inc
2141 Route 88 East
Suite 1
Brick, NJ 08724

Mercer County Board of Social Services
200 Woolverton Street
PO Box 1450
Trenton, NJ 08650-2099

Crisis Ministry of Princeton
123 E Hanover St.
Trenton, NJ 08608

Love INC
PO Box 847
Eatontown, NJ 07724

Salvation Army, Trenton Office
436 Mulberry Street
Trenton, NJ 08608

Catholic Charities, Diocese of Trenton
383 West State Street
Trenton, NJ 08607-1423

Habitat for Humanity – Trenton Area
601 North Clinton Avenue
Trenton, NJ 08638-3446

Homefront
1880 Princeton Avenue
Lawrenceville, NJ 08648

Isles, Inc
10 Wood Street
Trenton, NJ 08618

Lawrence Non-Profit Housing, Inc
175 Johnson Avenue
Lawrenceville, NJ 08648-3453

Princeton Community Housing, Inc
245 Nassau Street
Princeton, NJ 08540

Project Freedom, Inc
223 Hutchinson Road
Robbinsville, NJ 08691

Trenton ACORN
395 W. State Street
2nd Floor
Trenton, NJ 08618

Monmouth County Office on Aging
21 Main and Court Center
Freehold, NJ 07728

Mercer County Office on Aging
640 S.Broad Street
PO Box 8068
Trenton, NJ 08650

Homes For All, Inc
7 Heyers Street
Toms River, NJ 08753

Hispanic Affairs & Resource Center
12 Throckmorton St.
Freehold, NJ 07728

Alternatives, Inc
600 First Avenue
Raritan, NJ 08869

Collaborative Support Programs of NJ
11 Spring Street
Freehold, NJ 07728

Urban League
P.O. Box 7208
Trenton, NJ 08628

HAB Core, Inc
PO Box 2361
Red Bank, NJ 07701

Interfaith Neighbors, Inc
810 Fourth Avenue
Asbury Park, NJ 07712

Ocean Community Economic
Action Now, Inc
40 Washington Street
PO Box 1029
Toms River, NJ 08753

YMCA
431 Pennington Ave.
Trenton, NJ 08615

Monmouth County Comm. Devel.
Halls of Records Annex
One East Main Street
Freehold, NJ 07728

Fair Share Housing Center
510 Park Blvd.
Cherry Hill, NJ 08002

American Red Cross
01 Hooper Ave.
Toms River, NJ 08753

Berkeley Housing Authority
44 Frederick Drive
Bayville, NJ 08721

Brick Housing Authority
165 Chambers Bridge Road
Bricktown, NJ 07732

Hightstown Housing Authority
131 Rogers Avenue
Hightstown, NJ 08520

Princeton Housing Authority
50 Clay Street
Princeton, NJ 08542

Trenton Housing Authority
875 New Willow Street
Trenton, NJ 08638

Hamilton Township Housing Authority
2090 Greenwood Avenue
PO Box 00150
Hamilton, NJ 08650

Red Bank Housing Authority
52 Evergreen Terrace
Red Bank, NJ 07701

Asbury Park Housing Authority
1000 ½ 3rd Avenue
Asbury Park, NJ 07712

Belmar Housing Authority
710 8th Avenue
Belmar, NJ 07719

Freehold Housing Authority
107 Throckmorton Street
Freehold, NJ 08723

Highlands Housing Authority
215 Shore Drive
Highlands, NJ 07732

Keansburg Housing Authority
1 Church Street
Keansburg, NJ 07734

Long Branch Housing Authority
Garfield Court
Long Branch, NJ 07740

Middletown Housing Authority
1 Oakdale Drive
Middletown, NJ 07748

Neptune Housing Authority
1810 Alberta Avenue
Neptune, NJ 07753

Dover Housing Authority
215 E. Blackwell Street
Dover, NJ 07801

Lakewood Housing Authority
317 Sampson Avenue
Lakewood, NJ 08701

NJ State Conference of the NAACP
4326 Harbor Beach Blvd. #775
Brigantine, NJ 08203

NAACP-Asbury Park/Neptune Branch
Attn: Adrienne Sanders
PO Box 1143
Asbury Park, NJ 07712

Bayshore NAACP
Attn: Jeffrey Carter
PO Box 865
Matawan, NJ 07747

Greater Freehold NAACP
Attn: Earl Fulcher
PO Box 246
Marlboro, NJ 07746

Greater Long Branch NAACP
Attn: Lorenzo Dangler
PO Box 4725
Long Branch, NJ 07740

Greater Red Bank NAACP
Attn: Rev. Henry Davis
PO Box 2147
Red Bank, NJ 07701-2147

NAACP-Ocean Cty./Lakewood Branch
Attn: Fred Rush
PO Box 836
Lakewood, NJ 08701

NAACP Toms River Branch
Attn: Bahiyyah Abdullah
PO Box 5144
Toms River, NJ 08754

Trenton NAACP
Attn: Jonette Smart
PO Box 1355
Trenton, NJ 08608

NJ NAACP State Office
13 West Front Street
Trenton, NJ 08608

Latino Action Network
PO Box 943
Freehold, NJ 07728

Hollowbrook Community Center
320 Hollowbrook Drive
Ewing, NJ 08693

Monmouth Ocean Regional Realtors
One Hovchild Plaza
4000 Rte. 66, 2nd Floor
Tinton Falls, NJ 07753

Ocean County Board of Realtors
271 Lakehurst Rd.
Toms River, NJ 08755

Supportive Housing Assoc. of NJ
185 Valley Street
South Orange, NJ 07079

60. Affordability Assistance Program Manuals

Township of Hamilton – Mercer County

AFFORDABILITY ASSISTANCE: ENERGY EFFICIENCY PROGRAM

OPERATING MANUAL

January 24, 2019

HAMILTON TOWNSHIP – MERCER COUNTY
AFFORDABILITY ASSISTANCE: ENERGY EFFICIENCY PROGRAM

I. PREFACE

N.J.A.C. 5:97 – 8.8 (a) states that "....at least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low and moderate income households in affordable units included in the municipality's Fair Share Plan. One-third of the affordability assistance portion shall be used to provide affordability assistance to very low income households. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs."

It is also important to note that the spending of trust fund money for Hamilton Township (the "Township") affordability assistance on units in the Fair Share Plan does not create Fair Housing credits for the Township. It is noted that there is no formally documented statement that units receiving energy assistance must have a deed restriction or lien, competitive bidding, minimum dollar amount, affirmative marketing or a major system repaired.

The Township is entering into an agreement with its Administrative Agent, Piazza & Associates, Inc. ("P&A") help to implement an Energy Efficiency Program (EEP) and funded that program with funds from the Housing Trust Fund as set forth in the Spending Plan. To that end, P&A has prepared this manual to address the use of affordability assistance funds for energy assistance.

II. INTRODUCTION

This Energy Efficiency Program Manual has been prepared to assist in the administration of the Hamilton Township Energy Efficiency Program. It will serve as a guide to the program staff and applicants.

This manual describes the basic content and operation of the program, examines program purpose and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the Energy Efficiency process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, contract payments and overall program administration.

P&A will be engaged to provide support services necessary to administer the program on behalf of the Township.

The program funds will be distributed as a grant, and will not be repayable if the equipment is delivered, installed, inspected and approved.

The following represents the procedures developed to offer an applicant the opportunity to apply for the program.

III. PROGRAM DESCRIPTION

This program makes available grants to income-qualified Owners of deed restricted affordable homes in the Township of up to $7,000 toward the cost of HVAC or heat pump equipment; $800 toward the cost of a hot water heater; $200 per window toward the cost of newly installed replacement windows; and up to $800 to install a replacement sliding glass door. The maximum combined grant available to any one affordable home will be $10,000.

By replacing existing heating /cooling (HVAC) systems, windows, doors and/or hot water heaters with new, high energy efficiency standards, the goal of this program is to save energy and reduce the operating costs, while maintaining a high level of comfort.

IV. EEP PROGRAM REQUIREMENTS

Participation in this program requires:

a. The equipment to be replaced must be at least 10 years old.

b. At the time the unit owner (hereinafter, "the Owner") is applying for the grant, the Owner residing in the affordable home, and the household (including everyone living in the affordable home) must be re-certified as a moderate-income household or less under applicable State regulations. (Owners who acquired their units within the prior six months do not need to be re-certified.)

c. Equipment Requirements:

   i. In the case of HVAC equipment, an A.F.U.E. rating of at least 95-percent-efficiency with a condensing unit rated at least 15 SEER and R410A refrigerant or better is required.

   ii. For homes with heat pumps, a rating of at least 14 SEER, with R410 or better refrigerant shall be required.

   iii. Hot water heaters must be Energy Star-qualified.

   iv. Doors and windows must be made with Low-E glass.

d. For the HVAC or heat pump equipment, only those contractors, whose names are provided by the Township or the local utility provider; and, for the hot water heaters, only plumbers licensed by the State of New Jersey may be utilized. For the doors and windows, the contractor must be licensed and insured and, where applicable, approved by the Condominium or Homeowners Association, or their management representatives.

e. The Owner will select the contractor, but the Township will pay only up to $7,000 toward the cost of HVAC or heat pump equipment; $800 toward the cost of a hot water heater; $200 per window; and $800 per door, (hereinafter, "the Township's Share"), and the Owner responsible for paying any remainder (hereinafter, "the Owner's Share"). The maximum combined grant available to any one affordable home will be $10,000.

f. The Owner's Share shall be paid in full before the Township makes payment to the Contractor. The Township will not make final payments to the Contractor until after the Construction Code Official conducts a final inspection and approves the Work.

g. The Owner shall fully cooperate with the Township and P&A, which administers portions of this program on behalf of the Township.

h. The Owner must enter into an agreement with the Township in which he or she agrees to the terms and conditions outlined, above, and:

   i. Releases the Township and P&A from any claims and agrees to indemnify, defend, and hold the Township and P&A harmless against any and all claims for liability.

   ii. Agrees to fully cooperate with the Contractor, Township, and P&A, including making timely arrangement for all inspections.

   iii. Acknowledges that the Contractor is solely responsible for the installation and that the Township and P&A have no responsibility with respect to the equipment or its installation and are not guarantors of the Work and agrees that communications with respect thereto shall be directed to the Contractor and not to the Township or P&A.

i. The Owner will be required to use a form of contract between the Owner and Contractor that will be provided by the Township and shall contain requirements set forth by the Township to protect its interest.

V. GENERAL REQUIREMENTS

In order to qualify for the program, the gross annual income of an Owner must be less than the limits set forth below for moderate-income households in Mercer County. Please note that these limits are subject to change.

MAXIMUM INCOME FOR PARTICIPATION
IN THE HAMNILTON TWONSHIP EFFICIENCY PROGRAM

AHPNJ 2018	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
Moderate	$55,557	$63,494	$71,431	$79,368	$85,717	$92,066

The determination of the Township of the income of the Owner during the recertification process will have no impact on the ownership of the affordable unit, since there is no limit on income after a home is purchased. However, the Owner must be in compliance with the affordable housing restrictions in order to take advantage of the Energy Efficiency Program grants.

P&A shall recertify Owners using the same process and under the same terms and conditions that it uses to certify applicants to purchase affordable units in the Township, as set forth by N.J.A.C. 5:80-26.1 et seq. and the procedures set forth in the Operating Manual for that purpose.

VI. EQUIPMENT RESTRICTIONS

The minimum age of the current equipment to be eligible for replacement is 10 years. If Owners are unsure as to the age of their equipment, they are advised to contact the Hamilton Township Code Enforcement Office to determine if their HVAC system, Heat Pump, windows, doors or hot water heater meet the age requirements set forth in the program.

VII. THE PROCESS

a. An introductory letter and application is mailed to the Owners of affordable units in the Township.

b. If interested, the Owners may apply for the program, using the application form and submit the form, together with the required documentation to the P&A for review.

c. P&A makes a determination of eligibility based on the standards set forth above.

d. P&A notifies the status of the review as follows:

   i. Incomplete: The Owner shall have 5 days to complete the application.

   ii. Not approved: The Owner may not participate in the program, but can re-apply at a later date. The Owner shall pay $100 for the cost to perform a recertification review subsequent to the initial application.

   iii. Complete and Certified: P&A provides the Owner with a contract between the Owner and Township for the Owner's review and execution.

e. The Owner signs and returns the Contract between the Owner and the Township for execution by an approved representative of the Township.

f. P&A provides the Owner with a kit that includes:

   i. A Request for Proposal that the Owner may use to obtain bids from contractors;

   ii. Information regarding the operation and benefits of energy efficient equipment;

   iii. The specification of the minimum standards of the equipment required;

   iv. A list of plumbing contractors as well as contractors for the HVAC and Heat Pump installations; and

   v. A form of Agreement between the Owner and the Contractor.

g. The Owner selects a Contractor and enters into an agreement pursuant to f(v) above.

h. The Owner submits same to Township for approval.

i. Township returns the fully executed Contract with the Owner.

j. The contractor completes the work.

k. The Owner has the work inspected by the Township and pays the Contractor the Owner's share.

l. Township verifies that the payment was made and pays the Contractor the balance, not to exceed the limits set forth above.

Township of Hamilton – Mercer County

AFFORDABILITY ASSISTANCE: CLOSING COST GRANT PROGRAM

OPERATING MANUAL

January 24, 2019

HAMILTON TOWNSHIP – MERCER COUNTY
AFFORDABILITY ASSISTANCE: CLOSING COST GRANT PROGRAM

I. PREFACE

N.J.A.C. 5:97 – 8.8 (a) states that "....at least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low and moderate income households in affordable units included in the municipality's Fair Share Plan. One-third of the affordability assistance portion shall be used to provide affordability assistance to very low income households. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs."

It is also important to note that the spending of trust fund money for Hamilton Township (the "Township") affordability assistance on units in the Fair Share Plan does not create Fair Housing credits for the Township. It is noted that there is no formally documented statement that units closing cost assistance must have a deed restriction or lien, competitive bidding, minimum dollar amount, affirmative marketing or a major system repaired.

The Township is entering into an agreement with its Administrative Agent, Piazza & Associates, Inc. ("P&A") help to implement a Closing Cost Grant Program (CCP) and funded that program with funds from the Housing Trust Fund as set forth in the Spending Plan. To that end, P&A has prepared this manual to address the use of affordability assistance funds for closing cost grants.

II. INTRODUCTION

This Closing Cost Grant Program Manual has been prepared to assist in the administration of the Hamilton Township Closing Cost Grant Program. It will serve as a guide to the program staff and applicants.

This manual describes the basic content and operation of the program, examines program purpose and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the Closing Cost Grant Program process. It describes the eligibility requirements for participation in the program, program

criteria, funding terms and conditions, contract payments and overall program administration.

P&A will be engaged to provide support services necessary to administer the program on behalf of the Township.

The program funds will be distributed as a grant, and will not be repayable if the recipient purchases the deed-restricted affordable home.

The following represents the procedures developed to offer an applicant the opportunity to apply for the program.

III. PROGRAM DESCRIPTION

This program makes available grants to income-qualified purchasers of deed restricted affordable homes in the Township of up to $2,500 toward the cost associated with the purchase of the aforementioned affordable home. The applicable costs are set forth in the TILA-RSPA Integrated Disclosure Documents and can include:

Title work and policy;

Reasonable attorney fees;

Preparation of survey;

Homeowner's insurance;

Recording fees; and

Other necessary closing costs to third parties.

IV. PROGRAM REQUIREMENTS

In order to qualify for the program, the gross annual income of the Buyer must be less than the limits set forth below for moderate-income households in Mercer County. Please note that these limits are subject to change.

MAXIMUM INCOME FOR PARTICIPATION
IN THE HAMNILTON TWONSHIP EFFICIENCY PROGRAM

AHPNJ 2018	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
Moderate	$55,557	$63,494	$71,431	$79,368	$85,717	$92,066

Homes must be deed-restricted, affordable housing units in Hamilton Township, and may be of any size. The Buyer must submit an inspection report

prepared by a licensed home inspector, and that report must identify the property as being in sound condition.

P&A shall certify Buyers using the same process and under the same terms and conditions that it uses to certify applicants to purchase affordable units in the Township, as set forth by N.J.A.C. 5:80-26.1 et seq. and the procedures set forth in the Operating Manual for that purpose.

V. THE PROCESS

a. After a Buyer is income-certified by P&A and approved to purchase a deed-restricted affordable home in the Township; and then enters into a contract to purchase the eligible home, P&A will notify the Municipal Housing Liaison of the Township and request the Township prepare a check in the amount of $2,500.00, payable to the trust account identified for such purposes.

b. A check will be issued to the trust account in advance of the closing.

c. The grant will be identified on the TILA-RESPA disclosure statements as a Grant from the Township of Hamilton.

d. If the sale is cancelled, the trustee will return the check to the Township.

Township of Hamilton – Mercer County

AFFORDABILITY ASSISTANCE: RENTAL GRANT PROGRAM

OPERATING MANUAL

January 24, 2019

HAMILTON TOWNSHIP – MERCER COUNTY
AFFORDABILITY ASSISTANCE: RENTAL GRAT PROGRAM

I. PREFACE

N.J.A.C. 5:97 – 8.8 (a) states that "....at least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low and moderate income households in affordable units included in the municipality's Fair Share Plan. One-third of the affordability assistance portion shall be used to provide affordability assistance to very low income households. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs."

It is also important to note that the spending of trust fund money for Hamilton Township (the "Township") affordability assistance on units in the Fair Share Plan does not create Fair Housing credits for the Township.

The Township is entering into an agreement with its Administrative Agent, Piazza & Associates, Inc. ("P&A") help to implement a Rental Grant Program (RGP) and funded that program with funds from the Housing Trust Fund as set forth in the Spending Plan. To that end, P&A has prepared this manual to address the use of affordability assistance funds for rental grants.

II. INTRODUCTION

This Rental Grant Program Manual has been prepared to assist in the administration of the Hamilton Township Rental Grant Program. It will serve as a guide to the program staff and applicants.

This manual describes the basic content and operation of the program, examines program purpose and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the Rental Grant Program process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, contract payments and overall program administration.

P&A will be engaged to provide support services necessary to administer the program on behalf of the Township.

The program funds will be distributed as a grant, and will not be repayable if the recipient rents the deed-restricted affordable home.

The following represents the procedures developed to offer an applicant the opportunity to apply for the program.

III. PROGRAM DESCRIPTION

This program makes available grants to income-qualified tenants of deed restricted affordable apartments in the Township in an amount equal to the amount of rent that the landlord charges for the first month of occupancy. The grant will be available to all new tenants of very low-, low- and moderate- income rental units with a move-in date commencing subsequent to the date of Court approval of this plan.

IV. PROGRAM REQUIREMENTS

In order to qualify for the program, the gross annual income of the applicant must be less than the limits set forth below for moderate-income households in Mercer County. Please note that these limits are subject to change.

MAXIMUM INCOME FOR PARTICIPATION
IN THE HAMNILTON TOWNSHIP RENTAL GRANT PROGRAM

AHPNJ 2018	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
Moderate	$55,557	$63,494	$71,431	$79,368	$85,717	$92,066

P&A shall certify applicants for rental units using the same process and under the same terms and conditions that it uses to certify applicants to purchase affordable units in the Township, as set forth by N.J.A.C. 5:80-26.1 et seq. and the procedures set forth in the Operating Manual for that purpose.

V. THE PROCESS

a. After an affordable rental applicant is income-certified by P&A and approved to rent a deed-restricted affordable apartment in the Township, P&A will notify the Municipal Housing Liaison to issue a check to the landlord in an amount equal to the first month of rent as approved by P&A. The check should be mailed to P&A.

b. Also, upon the approval of the applicant, P&A will ask the landlord to sign a memorandum of understanding that the landlord will not charge the new tenant for the first month of rent, but rather, will receive a check in the amount of the first month rent upon the receipt by P&A of the signed lease.

c. If the lease is not signed, P&A will return the check to the Township.

Township of Hamilton – Mercer County

AFFORDABILITY ASSISTANCE: HOMEOWNERS ASSOCIATION FEE SUBSIDY PROGRAM

OPERATING MANUAL

January 24, 2019

HAMILTON TOWNSHIP – MERCER COUNTY
AFFORDABILITY ASSISTANCE:
HOMEOWNERS ASSOCIATION FEE SUBSIDY PROGRAM

I. PREFACE

N.J.A.C. 5:97 – 8.8 (a) states that "....at least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low and moderate income households in affordable units included in the municipality's Fair Share Plan. One-third of the affordability assistance portion shall be used to provide affordability assistance to very low income households. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs."

It is also important to note that the spending of trust fund money for Hamilton Township (the "Township") affordability assistance on units in the Fair Share Plan does not create Fair Housing credits for the Township.

The Township is entering into an agreement with its Administrative Agent, Piazza & Associates, Inc. ("P&A") help to implement a Homeowners Association Fee Subsidy Program (HAFSP) and funded that program with funds from the Housing Trust Fund as set forth in the Spending Plan. To that end, P&A has prepared this manual to address the use of affordability assistance funds for rental grants.

II. INTRODUCTION

This HAFSP Manual has been prepared to assist in the administration of the Hamilton Township HAFSP. It will serve as a guide to the program staff and applicants.

This manual describes the basic content and operation of the program, examines program purpose and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the HAFSP process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, contract payments and overall program administration.

P&A will be engaged to provide support services necessary to administer the program on behalf of the Township.

The following represents the procedures developed to offer an applicant the opportunity to apply for the program.

III. PROGRAM BACKGROUND

The 56 low- and moderate-income households in Society Hill II for which controls have not been previously extended received notices in November from the HOA that, since the 30-year control period either had expired or was about to expire, their Homeowners Association fee would be increased from $100 to $300 per month, or from one third of the rate charged to market owners to the amount equal to market owners, i.e., the full fee.

Some of the units in Society Hill have had the deed restrictions extended. It is the understanding of the Township that these units will be allowed to pay the reduced fee (i.e., $100 per month) until the end of the current restricted period for each of the units.

Some affordable unit owners, who have not had their controls extended through a deed restriction, contacted the Township or P&A to ask that their controls be extended so as to avoid the increased fee and tax re-assessment. P&A sent out a letter to the 56, indicating that the Township would be willing to extend the controls through execution of a new deed restriction providing for controls for a minimum of 30 years and thereafter until terminated by the municipality and would take the position with the Homeowners Association that the fee should remain at a third of the market fee. There would not be a re-assessment for tax purposes. Twenty two home owners have indicated that they want to do this. The HOA objected, indicating that it was relying upon the increase in the HOA fee given that the controls were to terminate in 2018.

IV. PROGRAM DESCRIPTION

This program makes available grants to income-qualified Owners of affordable units in Society Hill in the amount of $200 per month if they agree to extend the affordable housing controls on their units by at least 30 years.

V. PROGRAM REQUIREMENTS

a. The affordability controls have ended (i.e., they were not previously extended).

b. The Owner agrees to extend the deed restriction for a period of at least 30 years and thereafter until terminated by the Township.

c. In order to qualify for the program, the gross annual income of the Owners must be less than the limits set forth below for moderate-income households in Mercer County. Please note that these limits are subject to change.

MAXIMUM INCOME FOR PARTICIPATION
IN THE HAMILTON TOWNSHIP HOMEOWNERS ASSOCIATION
FEE SUBSIDY PROGRAM

AHPNJ 2018	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
Moderate	$55,557	$63,494	$71,431	$79,368	$85,717	$92,066

P&A shall certify applicants for this program using the same process and under the same terms and conditions that it uses to certify applicants to purchase affordable units in the Township, as set forth by N.J.A.C. 5:80-26.1 et seq. and the procedures set forth in the Operating Manual for that purpose.

VI. THE PROCESS

a. P&A will notify all Owners of affordable units at Society Hill whose controls have not been previously extended, of the opportunity to extend their controls and benefit from the HAFSP grants. Included in that mailing will be an application for recertification.

b. Upon receipt of an application, P&A will review and verify the household income and make a determination as to the Owners eligibility.

c. A letter will be sent to any Owner who does is not eligible, explaining the reason for the determination.

d. For those who are deemed income-eligible, P&A will send the relevant documentation, including a UHAC-form Deed Restriction, for execution by the Owner.

e. Upon receipt of the requisite documentation, fully executed by the Owner, P&A will submit a request to the Municipal Housing Liaison that a monthly subsidy of $200 be paid to the Homeowners Association to be applied to the account of the Owner, who has extended the affordability controls on the unit and who has qualified to do so.

f. Contingent upon the availability of funds, this program shall continue as long as the unit is deed-restricted as an affordable unit in the Township, subject to VI(h) below.

g. In the future, the Township may reevaluate the affordability of a deed-restricted unit upon its sale and transfer to a subsequent Owner.