AMENDED

HOUSING ELEMENT AND

FAIR SHARE PLAN

Borough of New Providence

Union County, New Jersey

Adopted by the Planning Board March 7, 2017

Amended June 2019

Adopted by the Planning Board July 9, 2019

Prepared By:

Heyer, Gruel & Associates
Community Planning Consultants
236 Broad Street, Red Bank, NJ 07701
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PART 1: HOUSING ELEMENT

INTRODUCTION

The need to provide a realistic opportunity for the construction of affordable housing in New Jersey, the country's densest state, has been recognized for decades. In the case of Southern Burlington County NAACP v. the Township of Mount Laurel, (commonly known as Mount Laurel I), the New Jersey Supreme Court established the doctrine that municipalities in New Jersey have a constitutional obligation to zone for a variety and choice of housing types that would be affordable to low- and moderate-income households. In its Mount Laurel II decision, decided on January 20, 1983 (Mount Laurel II), the Supreme Court expanded the Mount Laurel doctrine by determining that each New Jersey municipality was required to create a realistic opportunity for the construction of housing affordable to low- and moderate-income households sufficient to meet its "fair share" of the need for housing. Developing municipalities were required to address a fair share of the regional need for affordable housing.

In response to the threat of "builder's remedy" lawsuits endorsed by the Mount Laurel II decision, the New Jersey Legislature adopted the Fair Housing Act in 1985 (Chapter 222, Laws Of New Jersey, 1985). The New Jersey Fair Housing Act (FHA) established the Council on Affordable Housing (COAH) as an administrative alternative to builder's remedy lawsuits and the concomitant jurisdiction of the courts. COAH was given the responsibility of dividing the state into housing regions, determining regional and municipal fair share affordable housing obligations, and adopting regulations that would establish the guidelines and approaches that municipalities may use in addressing their affordable housing need.

In 2008, the Legislature amended the Fair Housing Act to add requirements for very-low-income housing. Very-low-income households are those in which the gross household income is 30% or less than the region's median household income. Low-income households are those with incomes no greater than 50 percent of the region's median household income. Moderate-income households are those with incomes no greater than 80 percent and no less than 50 percent of the region's median household income. Each is adjusted for household size and is in relation to the median gross income of the housing region in which the municipality is located.

This Housing Element and Fair Share Plan for the Borough of New Providence has been prepared in accordance with applicable law. Moreover, the Borough filed a declaratory judgment action pursuant to In re Adoption of N.J.A.C. 5:96 & 5:97 by the N.J. Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV"). In this decision (decided March 10, 2015), the Supreme Court held that since COAH was moribund, trial courts were to resume their role as the forum of first

instance for evaluating municipal compliance with Mount Laurel obligations, and also established a transitional process for municipalities to seek temporary immunity and ultimately a Judgment of Compliance and Repose ("JOR") or the "judicial equivalent" of Substantive Certification from COAH.

NEW PROVIDENCE'S HISTORY OF AFFORDABLE HOUSING

The Borough of New Providence has a long history of participation and compliance with COAH. The Borough received First Round certification on September 18, 1989. New Providence participated in the Second Round and petitioned COAH for substantive certification on July 7, 1997 and received their substantive certification on August 5, 1998, with an extended certification date of May 11, 2005. The Borough's Second Round certification expired on December 20, 2005.

New Providence continued its participation into COAH's Third Round. On December 15, 2008 New Providence's Planning Board adopted a Round 3 Housing Element and Fair Share Plan ("2008 Plan"), and on December 30, 2008 the Borough petitioned COAH for substantive certification. The Borough then adopted an amended Round 3 Housing Element and Fair Share Plan on June 1, 2010 ("2010 Plan") under the revised COAH Third Round methodology, and again petitioned COAH for substantive certification on July 16, 2010. New Providence was deemed complete on October 4, 2010. The Borough, however, did not receive Third Round substantive certification as a large majority of COAH's third round regulations were invalidated by the Appellate Division on October 10, 2010.

In response to Mount Laurel IV, New Providence filed a Declaratory Judgment action on July 7, 2015. The Court appointed Elizabeth McKenzie, P.P., P.A., to serve as the Court's Special Master.

Due to the current uncertainty in the appropriate manner by which to calculate municipal obligations throughout New Jersey, the Borough and the Fair Share Housing Center ("FSHC") agreed that a settlement is in the best interest of the Borough and its residents. Under the supervision of the Special Master, the Borough and its professionals entered into negotiations with representatives of FSHC to settle the Borough's Declaratory Judgment action and seek Court-approval for an accepted fair share obligation for the Borough. The settlement agreement was executed by the Borough and FSHC on December 13, 2016.

A Fairness hearing was held on January 13, 2017, and in an Order dated January 30, 2017, the Court approved the settlement agreement. The Borough adopted a Housing Element and Fair Share Plan on March 7, 2017, effectuating the Court-approved settlement agreement.

Subsequent to the Fairness Hearing and prior to a Compliance Hearing, the Borough began negotiations with Linde North America Inc. ("Linde") on August 21, 2017, who objected to the December 13, 2016 Settlement Agreement with Fair Share Housing Center. The Borough and Linde's successor, Murray Hill, LLC, entered into an agreement that was signed by the Borough on April 1, 2019 and by Murray Hill, LLC on March 29, 2019 (Exhibit B of Appendix A). The Borough also entered into negotiations with C R Bard Inc., now Beckton Dickinson ("BD"), to formulate an agreement on appropriate zoning for Block 210 Lot 32 on the Borough's tax maps to provide a realistic opportunity for affordable housing. The Borough entered into an amended agreement with FSHC, incorporating the agreed upon negotiations with both Linde and BD (Appendix A). The amended agreement was signed by the Borough on April 1, 2019, FSHC on March 29, 2019, by Linde on April 1, 2019, and by BD on April 1, 2019 (hereafter both agreements are collectively referred as the "2019 agreements"). The 2019 agreements supersede the 2016 agreement with FSHC.

A second Fairness Hearing was held on April 5, 2019 and in an Order by the Honorable Karen Cassidy, A.J.S.C., dated April 8, 2019 (Appendix B), the two new settlement agreements were deemed fair and that they adequately protect the interests of low- and moderate-income persons within New Providence's housing region. A Final Compliance Hearing has been scheduled for September 23, 2019.

In light of the changing circumstances, the Borough has amended its Housing Element and Fair Share Plan and seeks from the Court an affirmative declaration of compliance regarding all aspects of its affordable housing obligation.

PLANNING FOR AFFORDABLE HOUSING

Pursuant to both the Fair Housing Act (52:27D-310) and the Municipal Land Use Law (MLUL) N.J.S.A. 40:55D-28, municipalities in New Jersey are required to include a housing element in their master plans. The principal purpose of the housing element is to describe the specific, intended methods that a municipality plans to use in order to meet its low- and moderate-income housing needs. Further, the housing element is meant to demonstrate the existing zoning or planned zoning changes that will allow for the provision of adequate capacity to accommodate household and employment growth projections, to achieve the goal of access to affordable housing for present and future populations. The statutorily required contents of the housing element are:

a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated;

b. A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;

c. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;

d. An analysis of the existing and probable future employment characteristics of the municipality;

e. A determination of the municipality's present and prospective fair share for low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low- and moderate-income housing; and

f. A consideration of the lands that are most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.

MUNICIPAL SUMMARY

The Borough of New Providence is a 3.67 square mile developed community located in northeast New Jersey in the County of Union. The Borough is surrounded by Summit to the north, Berkeley Heights to the east and south, and Chatham Township to the west in Morris County. The Passaic River also borders New Providence on its western edge.

According to the 2010 Census, New Providence's population was 12,171, which represents an increase of about 2 percent from 2000. The US Census Bureau 2013-2017 American Community Survey (ACS) estimates a total population in 2017 of 12,716. The median age in 2010 was 41 years, and the average household size increased slightly from the 2000 level of 2.67 persons to 2.73 persons in 2010.

The housing stock of the Borough is predominantly single-family detached dwelling units. A majority of the housing structures were built in the 1950s and 1960s. According to the guidelines established by COAH, the Borough is located in Housing Region 2, a region that consists of Essex, Morris, Union, and Warren counties. Based on the 2019 Regional Income Limits[1], the median income in Region 2 for a four-person household is $100,767, the moderate-income for a four-person household is $80,614, the low-income for a four-person is $50,384, and the very-low income for a four-person household is $30,230.

The Court-approved settlement between the Borough of New Providence and FSHC, BD, and Murray Hill, LLC assigns a Present Need obligation of 37 units, a Prior Round obligation of 135 units, and a Prospective Need obligation of 316 units (52-unit RDP + 264-unit unmet need).

The Borough has fully addressed its entire obligation through the following mechanisms:

- Existing Credits
- Existing and proposed rehabilitation programs
- Proposed Inclusionary Zoning
- Proposed Overlay with a Mandatory Affordable Set-Aside

[1] Prepared by the Affordable Housing Professionals of New Jersey, 2019

DEMOGRAPHIC CHARACTERISTICS

Population

The population trends experienced in New Providence, Union County, and the State of New Jersey from 1930 through 2010 are shown below as well as the 2013, 2015 and 2017 population estimates from the U.S. Census Bureau American Community Survey. There were 12,171 residents in New Providence in 2010, which was a small increase of 265 people, or 2.2 percent, from 2000. The 2017 population estimate also shows an increase to 12,716 people. New Providence has primarily experienced steady growth over the past 80 years with small decreases in population during the 1970s and 1980s. The largest and most significant increase in population occurred during the 1950s when population within the Borough increased by 203 percent from 1950 to 1960. Union County and the State have also experience continued growth since 1930. Similar to New Providence, both the County and State experienced their largest growth in the 1950s.

Population Trends

Year	Borough of New Providence			Union County			New Jersey		
	Population	Change		Population	Change		Population	Change	
		Number	Percent		Number	Percent		Number	Percent
1930	1,918	-	-	305,209	-	-	4,041,334	-	-
1940	2,374	456	23.8%	328,344	23,135	7.6%	4,160,165	118,831	2.9%
1950	3,380	1,006	42.4%	398,138	69,794	21.3%	4,835,329	675,164	16.2%
1960	10,243	6,863	203.0%	504,255	106,117	26.7%	6,066,782	1,231,453	25.5%
1970	13,796	3,553	34.7%	543,116	38,861	7.7%	7,171,112	1,104,330	18.2%
1980	12,426	-1,370	-9.9%	504,094	-39,022	-7.2%	7,365,011	193,899	2.7%
1990	11,439	-987	-7.9%	493,819	-10,275	-2.0%	7,730,188	365,177	5.0%
2000	11,907	468	4.1%	522,541	28,722	5.8%	8,414,350	684,162	8.9%
2010	12,171	264	2.2%	536,499	13,958	2.7%	8,791,894	377,544	4.5%
2017 Estimate	12,716	361	2.9%	557,320	8,576	1.6%	8,960,161	55,748	0.6%

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Population Composition by Age

The median age of the residents in New Providence in 2010 was 41 years. Analysis of age group characteristics provides insight into the actual changes in population. This comparison is helpful in determining impacts these changes have on housing needs, community facilities and services for the municipality. As detailed in the table below, the entire age cohort of New Providence experienced notable shifts since 2000. The most significant increase was in the 55 to 64 age cohort, which saw an increase of 34.6 percent. The 15 to 24 age cohort also increased significantly by approximately 28 percent. The most significant decreases were seen in the 25 to 34 and 35 to 44 age cohorts (-25.6% and -16.6% respectively).

Population by Age 2000 and 2010, Borough of New Providence						
Population	2000		2010		Change, 2000 to 2010	
	Number	Percentage	Number	Percentage	Number	Percentage
Total population	11,907	100.0%	12,171	100.0%	264	2.2%
Under 5 years	934	7.8%	875	7.2%	-59	-6.3%
5 to 14	1,779	14.9%	1,892	15.5%	113	6.4%
15 to 24	900	7.6%	1,156	9.5%	256	28.4%
25 to 34	1,432	12.0%	1,066	8.8%	-366	-25.6%
35 to 44	2,264	19.0%	1,888	15.5%	-376	-16.6%
45 to 54	1,720	14.4%	2,178	17.9%	458	26.6%
55 to 64	1,057	8.9%	1,423	11.7%	366	34.6%
65 and over	1,822	15.3%	1,693	13.9%	-129	-7.1%

Source: U.S. Census Bureau

Union County experienced population fluctuation as well. The most significant increase was also in the 55 to 64 age cohort, which grew by 31.7 percent. Significant increases were also seen in the 45 to 54 age cohort (24.2%) and 15 to 24 age cohort (12.3%). Similar to New Providence, a decrease was experienced in the 35 to 44 age cohort (-11.3%).

Population by Age 2000 and 2010, Union County						
Population	2000		2010		Change, 2000 to 2010	
	Number	Percentage	Number	Percentage	Number	Percentage
Total population	522,541	100.0%	536,499	100.0%	13,958	2.7%
Under 5 years	36,441	7.0%	35,783	6.7%	-658	-1.8%
5 to 14	73,754	14.1%	72,589	13.5%	-1,165	-1.6%
15 to 24	61,215	11.7%	68,765	12.8%	7,550	12.3%
25 to 34	75,189	14.4%	69,279	12.9%	-5,910	-7.9%
35 to 44	88,398	16.9%	78,418	14.6%	-9,980	-11.3%
45 to 54	69,568	13.3%	86,409	16.1%	16,841	24.2%
55 to 64	45,935	8.8%	60,495	11.3%	14,560	31.7%
65 and over	72,041	13.8%	67,761	12.6%	-4,280	-5.9%

Source: U.S. Census Bureau

Households

A household is defined as one or more persons, either related or not, living together in a housing unit. In 2010 there was a total of 4,408 households in New Providence. Roughly 51 percent of the households were occupied by two persons or less. The average household size of the Borough in 2010 was 2.73, slightly less than that of the County's average of 2.82. Both the Borough's and the County's largest percentage of households was a two-person household, 30.5% and 27.2% respectively. The Borough's second most common household size was one-person households (20.8%), closely followed by four-person households (20%), and the County's second most

common household size was one-person households (23.6%), followed by 3-person households (18.2%).

Household Size- Occupied Housing Units Borough of New Providence and Union County				
	Borough		County	
	Number	Percent	Number	Percent
Total Households	**4,408**	**100.0%**	**188,118**	**100.0%**
1-person household	916	20.8%	44,401	23.6%
2-person household	1,346	30.5%	51,129	27.2%
3-person household	793	18.0%	34,241	18.2%
4-person household	880	20.0%	31,873	16.9%
5-person household	362	8.2%	15,551	8.3%
6-person household	80	1.8%	6,153	3.3%
7-or-more-person household	31	0.7%	4,770	2.5%
Average Household Size	**2.73**		**2.82**	

Source: U.S. Census Bureau

Family households are defined as two or more persons living in the same household, related by blood, marriage or adoption. They do not include same-sex married couples. Most households in the Borough in 2010 were family households, comprising 75.7 percent of all households. The average family size was 3.2 persons. The majority of family households (87.5%) were married-couple families, of which over half had children under the age of 18. Roughly 20 percent of the households were one-person households, with male householders representing 38.6 percent and female householders representing 61.4 percent.

In providing more detail of American households, the 2010 Census includes the sub-groups of non-traditional households: Other family and Non-family households. "Other" family households made up 9.4 percent of all households, of which 76.1 percent were female households with no husband present. "Non-family" households are defined as households that consist of a householder living alone or sharing the home exclusively with people whom he/she is not related. Non-family households comprised approximately 3.6 percent of all households in the Borough.

Household Size and Type, 2010 Borough of New Providence		
	Total	**Percent**
Total Households	**4,408**	**100.0%**
1 person household	**916**	**20.8%**
Male householder	354	38.6%
Female householder	562	61.4%
2 or more person household	**3,492**	**79.2%**
Family households	**3,335**	**75.7%**
Married Couple Family	2,917	87.5%
With own children under 18 years	1,534	52.6%
No children under 18 years	1,383	47.4%
Other Family	**418**	**9.5%**
Male householder, no wife present	100	23.9%
With own children under 18 years	32	32.0%
No own children under 18 year	68	68.0%
Female householder, no husband present	318	76.1%
With own children under 18 years	160	50.3%
No own children under 18 year	158	49.7%
Nonfamily Households	**158**	**3.6%**
Male householder	86	54.4%
Female householder	71	44.9%
Average Family Size	3.2	

Source: U.S. Census Bureau

Income

As measured in 2017, New Providence had a significantly higher median household income compared to Union County and the State of New Jersey. In 2017, the median income in New Providence was $129,638, roughly $56,262 more than that of the County and $53,163 more than the State's median income.

Per Capita and Household Income		
	2017 Per Capita Income	**2017 Median Household Income**
New Providence	$64,057	$129,638
Union County	$38,163	$73,376
New Jersey	$39,069	$76,475

Source: 2013-2017 American Community Survey 5-Year Estimates

In 2017, 81.8 percent of all households in the Borough earned $50,000 or more, with the largest percentage (32.3%) earning $200,000 or more. This percentage was followed by those households that earned $100,000 to $149,999 (18.6%) and finally those who earned $150,000 to $199,999

(11.6%). About 13 percent of households earned less than $35,000. In Union County, the most common income bracket was the $100,00 to $149,000 range, with roughly 16.2 percent of households earning that much. Approximately 24 percent of households in the County earned less than $35,000.

Household Income New Providence and Union County, 2017				
	New Providence		Union County	
	Number	Percentage	Number	Percentage
Total Households	**4,468**	**100.0%**	**187,916**	**100.0%**
Less than $10,000	112	2.5%	9,840	5.2%
$10,000 to $14,999	150	3.4%	6,017	3.2%
$15,000 to $24,999	144	3.2%	15,206	8.1%
$25,000 to $34,999	178	4.0%	14,596	7.8%
$35,000 to $49,999	229	5.1%	20,704	11.0%
$50,000 to $74,999	384	8.6%	29,457	15.7%
$75,000 to $99,999	480	10.7%	22,548	12.0%
$100,000 to $149,999	833	18.6%	30,392	16.2%
$150,000 to $199,999	517	11.6%	16,006	8.5%
$200,000 or more	1,441	32.3%	23,150	12.3%
Median Household Income	**$129,638**		**$73,376**	

Source: 2013-2017 American Community Survey 5-Year Estimates

Poverty Status

Of the 12,618 persons of New Providence's population for which poverty status is determined, 444 individuals, or 3.5 percent, lived in poverty in 2017. Of those in poverty, a majority (73%) were in the age range of 18 to 64 years old. About 5.6 percent were children (under the age of 18) and roughly 21.4 percent were seniors (over 65). The County had a slightly higher poverty rate of 10.3 percent.

Poverty Status New Providence and Union County, 2017 Estimates				
	New Providence		Union County	
	Number	Percent	Number	Percent
Total persons	12,618	-	550,581	-
Total persons below poverty level	444	3.5%	56,826	10.3%
Under 18	25	5.6%	18,697	32.5%
18 to 64	324	73.0%	31,764	55.2%
65 and over	95	21.4%	6,365	11.1%

Source: 2013-2017 American Community Survey 5-Year Estimates

Household Costs

The tables below show the expenditures for housing for those who own and rent housing in New Providence and Union County. Most people in the Borough lived in homes they owned, and according to the 2013-2017 5-year estimates by the ACS, roughly 27 percent of all owner-occupied households spent 30 percent or more of their household income on housing. About 46 percent of renter-occupied households spent 30 percent or more of their household income on housing. General affordability standards set a limit at 30 percent of gross income to be allocated for owner-occupied housing costs and 28 percent of gross income to be allocated for renter-occupied housing costs.

Selected Monthly Owner Costs as a Percentage of Household Income 2017 Estimates

	New Providence		Union County	
	Number	Percentage	Number	Percentage
Total Owner-Occupied Housing Units	3,503	100.0%	110,762	100.0%
Less than 15%	962	27.5%	26,064	23.5%
15 to 19%	665	19.0%	15,970	14.4%
20 to 24%	467	13.3%	15,391	13.9%
25 to 29%	394	11.2%	11,461	10.3%
30 to 34%	240	6.9%	8,127	7.3%
35% or more	708	20.2%	33,041	29.8%
Not computed	67	1.9%	708	0.6%

Source: 2013-2017 American Community Survey 5-Year Estimates

Gross Rent as a Percentage of Household Income 2017 Estimates

	New Providence		Union County	
	Number	Percentage	Number	Percentage
Total Renter-Occupied Housing Units	965	100.0%	77,154	100.0%
Less than 15%	158	16.4%	8,608	11.2%
15 to 19%	130	13.5%	8,046	10.4%
20 to 24%	123	12.7%	8,281	10.7%
25 to 29%	69	7.2%	8,479	11.0%
30 to 34%	150	15.5%	6,643	8.6%
35% or more	298	30.9%	33,440	43.3%
Not computed	37	3.8%	3,657	4.7%

Source: 2013-2017 American Community Survey 5-Year Estimates

Similar to New Providence, a large majority of Union County residents own their home. About 37 percent of all County owner-occupied homes spent 30 percent or more of their household income on housing, and 52 percent of renter-occupied households spent 30 percent or more of their household income on housing.

EXISTING HOUSING CONDITIONS

Housing Unit Data

New Providence's housing stock consists of primarily older structures. In 2010, New Providence had a total of 4,408 occupied housing units. A majority of these units (3,375 or 74.6%) were owner-occupied while 1,033 units (23.4%) were renter-occupied. The Borough experienced housing booms in the 1950s and 1960s. During that time, nearly 57 percent of the Borough's housing stock was built. Since the 1960s, housing construction has remained steady, but not to the same extent as in the 1950s and 1960s. The median year of construction for the housing stock in New Providence is 1958.

Housing Data
Borough of New Providence, 2010

	Number	Percentage
Total Housing Units	4,537	100.0%
Occupied Housing Units	4,408	97.2%
Owner Occupied	3,375	76.6%
Renter Occupied	1,033	23.4%

Source: 2010 Census

Year Structure Built		
	Number	**Percentage**
Built 1939 or earlier	467	10.3%
Built 1940 to 1949	794	17.4%
Built 1950 to 1959	1,477	32.4%
Built 1960 to 1969	1,109	24.4%
Built 1970 to 1979	306	6.7%
Built 1980 to 1989	91	2.0%
Built 1990 to 1999	150	3.3%
Built 2000 to 2009	159	3.5%
Built 2010 to 2013	26	0.6%
Built 2014 or later	56	1.2%
Total	**4,639**	**100.0%**
Median Year Structure Built	**1958**	

Source: 2013-2017 American Community Survey 5-Year Estimates

Housing Type and Size

The majority of the housing stock in New Providence is single-family detached housing, with most structures containing nine or more rooms. In 2017, there were an estimated 3,469 single-family detached homes representing 74.8 percent of the housing stock. Three- to four-family homes were the next most common housing type, representing 6 percent of the Borough's housing stock.

The median number of rooms within housing structures in the Borough was 7.1 with the largest percentage of structures (25.9%) having 9 rooms or more.

Housing Type and Size
New Providence, 2017 Estimates

Units in Structure	Total	Percentage
Total	4,639	100.0%
1, detached	3,469	74.8%
1, attached	54	1.2%
2	246	5.3%
3 or 4	280	6.0%
5 to 9	148	3.2%
10 to 19	202	4.4%
20 to 49	120	2.6%
50 or more	120	2.6%
Mobile home	0	0.0%
Boat, RV, van, etc.	0	0.0%
Rooms	**Total**	**Percentage**
1 room	50	1.1%
2 rooms	52	1.1%
3 rooms	359	7.7%
4 rooms	372	8.0%
5 rooms	365	7.9%
6 rooms	670	14.4%
7 rooms	811	17.5%
8 rooms	757	16.3%
9 or more rooms	1203	25.9%
Median number of rooms	**7.1**	

Source: 2013-2017 American Community Survey 5-Year Estimates

In terms of residential growth, for the period January 2005 through December 2017, the Borough issued building permits authorizing the development of 742 units. 2014 was the Borough's busiest year when it comes to building permits, with 284 building permits issued in total. The increased building permit activity in 2014 follows a period of five years of few to no permits issued for new construction. The number of building permits issued has been on the rise since 2014, with the majority of building permits (584) having been issued since 2014.

Housing Units Authorized by Building Permits: 2005-2017 Borough of New Providence				
Year	**1 & 2 Family**	**Multi Family**	**Mixed-Use**	**Total**
2005	28	36	0	64
2006	27	27	0	54
2007	6	0	0	6
2008	16	0	0	16
2009	0	0	0	0
2010	2	0	0	2
2011	2	0	0	2
2012	1	0	0	1
2013	13	0	0	13
2014	12	272	0	284
2015	5	113	0	118
2016	4	0	0	4
2017	7	171	0	178
Total	**123**	**619**	**0**	**742**

Source: State of New Jersey Department of Community Affairs Building Permits: Yearly Summary Data

Occupancy

According to the 2010 Census, of the 4,567 units in New Providence, 4,408 (97.2%) were occupied while only 129 (2.9%) were vacant. Of those units that were vacant, about 33 percent were for rent, another 14 percent were for sale, and 11.6 percent were for seasonal, recreational or occasional use.

Occupancy Status New Providence, 2010		
	Total	**Percentage**
Total Housing Units	4,537	100%
Occupied	4,408	97.2%
Vacant Housing Units	129	2.8%
For Rent/Rented Not Occupied	42	32.6%
For Sale Only	31	24.0%
Sold, not occupied	11	8.5%
For Seasonal, Recreational or Occasional Use	15	11.6%
Other Vacant	30	23.3%

Source: 2010 Census

Housing Values and Contract Rents

According to the 2013-2017 ACS Survey, nearly the entire owner-occupied housing stock in New Providence (98%) was valued at over $200,000, and 67.8 percent of all owner-occupied units were financed by a mortgage, contract to purchase, or similar debt. Housing values for owner-occupied housings units are listed in the table below along with mortgage status data. The most common housing-value range for the Borough was $500,000 and greater with 66.9 percent of all owner-occupied units falling within this range. The second most common value range was between $400,000 and $499,999, comprising 20.4 percent of all owner-occupied units. The median value of an owner-occupied housing unit in New Providence was $583,200. Though most units were covered by a mortgage (67.8%), roughly 32.2 percent had no mortgage at all.

The County's trends mirror that of the Borough with roughly 85 percent of homes valued at over $200,000 and 68.5 percent of housing units functioning with a mortgage, contract to purchase, or similar debt. It is also the case that about a third of the County's housing units have no mortgage.

Value for Owner-Occupied Housing Units
Borough of New Providence and Union County, 2017 Estimates

	New Providence		Union County	
	Number	**Percentage**	**Number**	**Percentage**
Total	3,503	100.0%	110,762	100.0%
Less than $50,000	42	1.2%	2,369	2.1%
$50,000 to $99,999	9	0.3%	1,253	1.1%
$100,000 to $149,999	5	0.1%	3,228	2.9%
$150,000 to $199,999	14	0.4%	9,533	8.6%
$200,000 to $299,999	63	1.8%	25,978	23.5%
$300,000 to $399,999	310	8.8%	25,122	22.7%
$400,000 to $499,999	716	20.4%	13,894	12.5%
$500,000 and greater	2,344	66.9%	29,385	26.5%
Median Value	**$583,200**		**$351,800**	

Source: 2009-2013 American Community Survey 5-Year Estimates

Mortgage Status Borough of New Providence and Union County, 2017 Estimates				
	New Providence		Union County	
	Number	Percentage	Number	Percentage
Housing units with a mortgage, contract to purchase, or similar debt:	2,375	67.8%	75,830	68.5%
With either a second mortgage or home equity loan, but not both:	562	23.7%	12,363	16.3%
Second mortgage only	44	7.8%	1,989	16.1%
Home equity loan only	518	92.2%	10,374	83.9%
Both second mortgage and home equity loan	12	0.5%	716	0.9%
No second mortgage and no home equity loan	1,801	75.8%	62,751	82.8%
Housing units without a mortgage	1,128	32.2%	34,932	31.5%

Source: 2013-2017 American Community Survey 5-Year Estimates

According to the 2013-2017 5-year estimates produced by the ACS, the median contract rent in New Providence was $1,525. The highest percentage of renters (43.9%) paid between $1,500 to $1,999 for rent, followed by 40.1 percent who paid between $1,000 and $1,499 for rent. The County's median contract rent was slightly lower at $1,081. Similar to the Borough, the majority of renters in the County (38.6%) paid between $1,000 and $1,499 for rent.

Contract Rent Borough of New Providence and Union County, 2017 Estimates				
	New Providence		Union County	
	Number	Percentage	Number	Percentage
Total Renter Occupied Units	965	100.0%	77,154	100.0%
Less than $200	0	0.0%	1,718	2.2%
$200 to $499	0	0.0%	4,165	5.4%
$500 to $699	13	1.3%	3,949	5.1%
$700 to $899	13	1.3%	11,922	15.5%
$900 to $999	30	3.1%	9,543	12.4%
$1,000 to $1,499	387	40.1%	29,758	38.6%
$1,500 to $1,999	424	43.9%	9,359	12.1%
$2,000 or more	61	6.3%	4,082	5.3%
No cash rent	37	3.8%	2,658	3.4%
Median Contract Rent	**$1,525**		**$1,081**	

Source: 2013-2017 American Community Survey 5-Year Estimates

Housing Conditions

The table below details the condition of the housing within New Providence. Overcrowding and age, plumbing, and kitchen facilities are used to determine housing deficiency. In 2017, there were no owner-occupied units in New Providence that experienced overcrowding (more than one person per room). Renter-occupied dwellings saw a total of 28 overcrowded units. Throughout the Borough, 15 units lacked complete kitchen facilities and no units lacked complete plumbing facilities.

Housing Conditions New Providence, 2017 Estimates		
	Number	**Percentage**
House Heating Fuel-Occupied Housing Units		
Total	4,468	100.0%
Utility gas	4,033	90.3%
Bottled, tank, or LP gas	19	0.4%
Electricity	206	4.6%
Fuel oil, kerosene, etc.	132	3.0%
Coal or coke	0	0.0%
Wood	0	0.0%
Solar energy	0	0.0%
Other fuel	14	0.3%
No fuel used	64	1.4%
Occupants per Room- Occupied Housing Units		
Total	4,468	100.0%
Owner-Occupied (Over 1.0)	0	0.0%
Renter-Occupied (Over 1.0)	28	0.6%
Facilities-Total Units		
Total	4,468	100.0%
Lacking complete plumbing facilities	0	0.0%
Lacking complete kitchen facilities	15	0.3%
Telephone Service- Occupied Housing Units		
Total	4,468	100.0%
No Service	28	0.6%

Source: 2013-2017 American Community Survey 5-Year Estimates

EMPLOYMENT DATA

The following tables detail changes in employment from 2007 to 2017 for New Providence, Union County, and New Jersey. The unemployment rate of New Providence rose from 2007 to 2010, reaching a decade high of 7.7 percent in 2010. Since this peak, the unemployment rate has continued to drop back down to 3.1 percent in 2017. The unemployment rate of the Borough has remained steadily lower than that of the County and State as a whole, who have experienced similar unemployment trends over the past ten years.

New Providence Employment and Residential Labor Force -- 2007 - 2017				
Year	**Labor Force**	**Employment**	**Unemployment**	**Unemployment Rate**
2007	6,356	6,165	191	3.0%
2008	6,428	6,183	245	3.8%
2009	6,437	6,013	424	6.6%
2010	6,094	5,627	468	7.7%
2011	5,949	5,555	394	6.6%
2012	6,064	5,689	375	6.2%
2013	5,955	5,657	298	5.0%
2014	5,985	5,735	250	4.2%
2015	6,029	5,788	241	4.0%
2016	6,152	5,943	209	3.4%
2017	6,124	5,933	191	3.1%

Union County Employment and Residential Labor Force -- 2007 - 2017				
Year	**Labor Force**	**Employment**	**Unemployment**	**Unemployment Rate**
2007	267,100	255,100	12,000	4.5%
2008	271,300	256,000	15,200	5.6%
2009	274,000	248,500	25,500	9.3%
2010	279,500	252,900	26,600	9.5%
2011	281,000	254,400	26,600	9.5%
2012	283,400	256,800	26,600	9.4%
2013	279,800	256,600	23,200	8.3%
2014	279,100	260,100	19,000	6.8%
2015	280,235	263,283	16,952	6.0%
2016	278,562	264,157	14,405	5.2%
2017	276,968	263,748	13,220	4.8%

New Jersey Employment and Resident Labor Force -- 2007 - 2017				
Year	**Labor Force**	**Employment**	**Unemployment**	**Unemployment Rate**
2007	4,441,800	4,251,800	190,000	4.3%
2008	4,504,400	4,264,000	240,500	5.3%
2009	4,550,600	4,138,600	412,100	9.1%
2010	4,555,300	4,121,500	433,900	9.5%
2011	4,565,700	4,140,500	425,300	9.3%
2012	4,588,100	4,162,100	426,000	9.3%
2013	4,534,400	4,164,400	370,000	8.2%
2014	4,518,700	4,218,400	300,300	6.6%
2015	4,537,200	4,274,700	262,500	5.8%
2016	4,530,800	4,305,500	225,300	5.0%
2017	4,518,800	4,309,700	209,100	4.6%

Source: NJ Dept. of Labor & workforce Development Labor Force Estimate

Employment Status

The 2009-2013 5-year American Community Survey estimates reveal that 66.8 percent of New Providence's 16 years and over population is in the labor force. The County's employment status is similar to that of New Providence. About one third of both the Borough's and the County's 16 years and over population are not in the labor force (33.2% and 31.8%, respectively).

Employment Borough of New Providence and Union County, 2017 Estimates				
	New Providence		**Union County**	
	Number	**Percentage**	**Number**	**Percentage**
Population 16 years and over	9,477	100.0%	440,546	100.0%
In labor force	6,329	66.8%	300,395	68.2%
Civilian Labor Force	6,322	66.7%	300,167	68.1%
Employed	6,030	63.6%	278,003	63.1%
Unemployed	292	3.1%	22,164	5.0%
Armed Forces	7	0.1%	228	0.1%
Not in labor force	3,148	33.2%	140,151	31.8%

Source: 2013-2017 American Community Survey 5-Year Estimates

Class of Worker and Occupation

According to the 2013-2017 ACS Estimates, the majority of workers (80.4%) living in New Providence were a part of the private wage and salary worker group. This group includes people who work for wages, salary, commission, and tips for a private for-profit employer or a private not-for-profit, tax-exempt or charitable organization. The second largest category was government worker (10.6%), followed by those who were self-employed (4.8%).

Class of Worker Borough of New Providence, 2017 Estimates		
	Number	**Percentage**
Total	6,030	100.0%
Private Wage and Salary Worker	5,133	80.4%
Government Worker	608	10.1%
Self-Employed Worker	289	4.8%
Unpaid Family Worker	0	0.0%

Source: 2013-2017 American Community Survey 5-Year Estimates

The occupational breakdown shown in the table below includes only private wage and salary workers. Those who worked within the private wage field were concentrated heavily in management and professional positions as well as sales and office occupations. Together the two fields account for roughly 82.4 percent of the entire resident workforce.

Resident Employment by Occupation Borough of New Providence, 2017 Estimates		
	Number	**Percentage**
Employed Civilian population 16 years and over	5,767	100.0%
Management, business, science and arts occupations	3,467	60.1%
Service occupations	561	9.7%
Sales and office occupations	1,257	21.8%
Natural resources, construction and maintenance occupations	188	3.3%
Production Transportation and material moving occupations	294	5.1%

Source: 2013-2017 American Community Survey 5-Year Estimates

The most common industry for New Providence residents is the professional, scientific, and management, and administrative and waste management services, employing approximately 20.4 percent of the Borough's resident workforce. The second most common industry is educational services, and health care and social assistance sector, which employs 18.3 percent of the Borough's resident workforce.

Employment by Industry Borough of New Providence, 2017 Estimates		
Industry	**Number**	**Percentage**
Civilian employed population 16 years and over	6,030	100.0%
Agriculture, forestry, fishing and hunting, mining	0	0.0%
Construction	207	3.4%
Manufacturing	417	6.9%
Wholesale Trade	213	3.5%
Retail Trade	545	9.0%
Transportation and Warehousing, and Utilities	168	2.8%
Information	438	7.3%
Finance and insurance, and real estate and rental and leasing	968	16.1%
Professional, scientific, and management, and administrative and waste management services	1,231	20.4%
Educational services, and health care and social assistance	1,104	18.3%
Arts, entertainment, and recreation, and accommodation and food services	385	6.4%
Other Services, except public administration	206	3.4%
Public administration	148	2.5%

Source: 2013-2017 American Community Survey 5-Year Estimates

Commuting to Work

According to the 2013-2017 ACS Estimates, the mean travel time to work for those who lived in the Borough was 34.3 minutes. The vast majority of commuters, roughly 75.9 percent, traveled less than an hour to work, and 50.6 percent had less than a half-hour commute.

Travel Time to Work Borough of New Providence, 2017 Estimates		
	Number	**Percentage**
Workers who did not work at home	5,390	100.0%
Less than 10 minutes	808	15.0%
10 to 14 minutes	661	12.3%
15 to 19 minutes	561	10.4%
20 to 24 minutes	442	8.2%
25 to 29 minutes	254	4.7%
30 to 34 minutes	502	9.3%
35 to 44 minutes	382	7.1%
45 to 59 minutes	482	8.9%
60 to 89 minutes	869	16.1%
90 or more minutes	429	8.0%
Mean travel time to work (minutes)	**34.3**	

Source: 2013-2017 American Community Survey 5-Year Estimates

The largest portion of workers drove to work alone (66.1%), while 5.6 percent carpooled. Approximately 17.2 percent of workers commuted via public transportation and another 6.8 percent worked from home.

Means of Commute Borough of New Providence, 2017 Estimates		
	Number	**Percentage**
Workers 16 years and over	5,844	100.0%
Car, truck, van- Drove Alone	3,861	66.1%
Car, truck, van- Carpooled	329	5.6%
Public Transportation	1,008	17.2%
Walked	149	2.5%
Other Means	43	0.7%
Worked at home	454	7.8%

Source: 2013-2017 American Community Survey 5-Year Estimates

Covered Employment

There is currently very limited information available on actual jobs within municipalities. The Department of Labor collects information on covered employment, which is employment and wage data for private employees covered by unemployment insurance. The tables below provide a snapshot of private employers located within New Providence. The first table reflects the number of jobs covered by private employment insurance from 2007 through 2017. The second table reflects the disbursement of jobs by industry in 2017.

According to data from the New Jersey Department of Labor and Workforce Development, the highest number of covered jobs in New Providence was in 2011 when 9,226 jobs were covered by unemployment insurance. Private employment has remained relatively steady in New Providence since 2007, with its largest loss occurring between 2011 and 2012 (-9.4%).

Private Wage Covered Employment 2007 - 2017 New Providence			
Year	Number of Jobs	# Change	% Change
2007	7,709	-	-
2008	7,982	273	3.5%
2009	8,352	370	4.6%
2010	8,955	603	7.2%
2011	9,226	271	3.0%
2012	8,355	-871	-9.4%
2013	8,203	-152	-1.8%
2014	7,840	-363	-4.4%
2015	7,930	90	1.1%
2016	7,820	-110	-1.4%
2017	7,755	-65	-0.8%

Source: NJ Dept. of Labor & workforce Development Labor Force Estimate

In-Borough Establishments and Employees by Industry: 2017

The table below depicts the average annual number of establishments and employees by industry sector that exist within the Borough, as grouped by North American Industry Classification System (NAICS). In 2017, the Borough had an annual average of 368 establishments employing on average 7,755 persons. The professional/technical trade was the predominant sector, accounting for 16 percent of the establishments in New Providence and 20.8 percent of the Borough's in-place employment.

Average Number of Establishments and Employees by Industry: 2017

Industry	2017 Average	
	Units	Employment
Construction	21	54
Manufacturing	-	-
Wholesale Trade	-	-
Retail Trade	29	290
Transp/Warehousing	6	84
Information	13	253
Finance/Insurance	25	173
Real Estate	-	-
Professional/Technical	59	1,615
Management	5	261
Admin/Waste Remediation	32	411
Education	7	69
Health/Social	48	889
Arts/Entertainment	12	139
Accommodations/Food	25	394
Other Services	40	150
Private Sector Totals	**368**	**7,755**
Local Government Totals	7	698

Source: NJ Dept. of Labor & workforce Development Labor Force Estimate

Data have been suppressed (-) for industries with few units or where one employer is a significant percentage of employment or wages of the industry.

Probable Future Employment Opportunities

The North Jersey Transportation Planning Authority (NJTPA) completes regional forecasts for the New York/New Jersey metropolitan area every four years for populations, households, and employment. The most recent report was released in 2017. Due to the built-out nature of the Borough, there is limited opportunity for new job growth. The 2017 NJTPA report predicts New Providence's employment will increase by 8,561 jobs, or 0.2% by the year 2045. In addition, the New Jersey Department of Labor releases a Regional Community Fact Book for each county in New Jersey. Between 2010 and 2020, the County is projected to increase its job holding by 8,150 jobs. The construction industry is projected to create the most jobs in Union County, adding a predicted total of 2,300 jobs.

PART 2: FAIR SHARE PLAN

INTRODUCTION

The following Fair Share Plan (the "Plan") details New Providence's present need, prior round obligation (1987-1999), and prospective affordable housing need (1999-2025). This Plan proposes mechanisms for which the Borough can realistically provide opportunities for affordable housing for moderate-, low-, and very low- income households.

The need for affordable housing in New Jersey is divided into three components:

- *Present Need* – The present need, or rehabilitation share, represents the number of existing housing units that are both deficient and occupied by low- and moderate- income households. This number is derived from review and analysis of housing conditions reported in the U.S. Census and American Community Survey.

- *Prior Round Obligation* – The Prior Round obligation is the cumulative 1987-1999 fair share obligation determined by 2014 COAH regulations. The First Round and the Second Round are mutually referred to as the "Prior Round."

- *Third Round Need* – July 1, 1999 - June 30, 2025 (which includes what is commonly referred to as the "gap period" (1999-2015)) - On January 18, 2017, the Supreme Court issued In Re Declaratory Judgment Actions Filed by Various Municipalities, County of Ocean, Pursuant To The Supreme Court's Decision In In re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) ("Mount Laurel V"), holding that the need for affordable housing that accrued during the gap period (1999-2015) was not present or prospective need under the plain definitions of those terms in the FHA; however, there is an obligation with respect to that period for households that came into existence during that period that must be addressed in the Third Round.

New Providence's affordable housing obligations are as follows per the Court-approved 2019 settlement between the Borough, FSHC, BD and Murray Hill, LLC:

Rehabilitation Share	37
Prior Round Obligation	135
Third Round (1999-2025)	316 (52 RDP + 264 Unmet Need)

Municipalities can request an adjustment to their obligation based on the determination that there is not sufficient vacant or developable land within the municipality. As permitted by N.J.A.C.

5:93-4 a municipality can submit a Vacant Land Adjustment (VLA) that examines the amount of parcels available for development. The end result of the Vacant Land Adjustment is the determination of the Borough's Realistic Development Potential (RDP) for new affordable housing units. The Borough of New Providence received a Vacant Land Adjustment on June 5, 1989 during its First Round substantive certification, reducing the Borough's 135-unit obligation to a 54-unit RDP, and producing an 81-unit unmet need. The 2010 Housing Element and Fair Share Plan prepared by the Borough included the 1989 Vacant Land Adjustment, and maintained "the approach set forth within the Borough's previously certified Plan to address its prior round obligations including reliance on its previously granted Vacant Land Adjustment,"[2] as allowed by N.J.A.C. 5:97-5.1(c).

The Borough has addressed its entire Prior Round Obligation of 135, which includes the RDP of 54 and an unmet need of 81. With the exception of Block 310 Lots 1 and 2 and Block 311 Lot 3, which are zoned for inclusionary development, and the Riverbend development (under construction) at Block 234 Lot 17.01, all of the units that address the Prior Round have been developed and are occupied. The Borough is therefore foregoing the VLA and will therefore claim rental bonus credits on the entire Prior Round Obligation of 135 units.

An updated Vacant Land Adjustment was prepared in October 2015 (see Appendix C). Based upon the 2015 VLA, a total of 10.2 developable acres were identified. The 1989 VLA identified 35.8 developable acres. The 2015 VLA demonstrates that many of the vacant lots identified in 1989 have since been developed into apartment and condominium units. Many of these projects have an affordable component. Any lots that are still vacant and developable have been retained in the 2015 analysis. The 2015 VLA identified 10.2 developable acres across four (4) sites and, assuming a maximum set-aside of 20%, determined New Providence to have a Third Round RDP of 14 units.

In 2017, the Borough also entered into negotiations with C R Bard Inc., now Beckton Dickinson ("BD") in an effort to develop mutually agreeable re-zoning in relation to the Borough's affordable housing. Based on mediation sessions with BD, the Borough's professionals, and the Court Master, the Borough determined it was in its best interest to include an additional property in the vacant land calculations, 111 Spring Street (Block 210 Lot 32), owned by BD. The addition of this lot produces an amended Third Round RDP of 52 units and an unmet need of 264 units.

[2] 2010 Housing Plan Element and Fair Share Plan, Borough of New Providence, page 3.

SUITABILITY ANALYSIS

Pursuant to N.J.A.C. 5:93-1.3, sites that are designated to produce affordable housing shall be available, approvable, developable, and suitable according to the following criteria:

- "Available site" means a site with clear title, free of encumbrances which preclude development for low- and moderate-income housing. N.J.A.C. 5:93-1.3.
- "Approvable site" means a site that may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of agencies with jurisdiction over the site. A site may be approvable although not currently zoned for low- and moderate-income housing. Ibid.
- "Development site" means a site that has access to appropriate water and sewer infrastructure, and is consistent with the applicable area wide water quality management plan (including the wastewater plan) or is included in an amendment to the area wide water quality management plan submitted to and under review by the DEP. Ibid.
- "Suitable site" means a site that is adjacent to compatible land uses, has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4. Ibid.

In addition to the above qualifications, it is also sound planning for sites to be consistent with the State Development and Redevelopment Plan. Sites that are located in Planning Area 1: Metropolitan or Planning Area 2: Suburban of the State Development and Redevelopment Plan, or are located in an existing sewer service area, are the preferred location for municipalities to address their fair share obligation. This Plan analyses sites proposed for affordable housing in light of the above criteria. All sites identified in this Plan are located within the Planning Area 1: Metropolitan, which encourages growth.

New REHABILITATION SHARE/ PRESENT NEED OBLIGATION

The term Present Need, as used in COAH's Prior Round Rules (N.J.A.C. 5:93), meant the sum of a municipality's indigenous need (the deficient housing units in the municipality occupied by low- and moderate-income households), and the reallocated present need, which is the portion of the housing region's present need that is redistributed to other municipalities throughout the housing region. Under the Prior Round rules, evidence of deficient housing included: year structure was built, persons per room, plumbing facilities, kitchen facilities, heating fuel, sewer service, and water supply.

The Third Round rules reduced the number of criteria used as evidence of deficient housing to three: pre-1960 over-crowded units, which are units that have more than 1.0 persons per room; incomplete plumbing; and incomplete kitchen facilities. This reduction in the number of criteria was found by the Appellate Division to be within COAH's discretion and was upheld in the Supreme Court's decision In re N.J.A.C. 5:96 & 97.

The previously discussed Mount Laurel IV decision agreed under the Appellate Division that reallocated Present Need is no longer a component in the determination of the Present Need. Therefore, Present Need now equates only to the indigenous need, the obligation based on deficient housing as determined by pre-1960 over-crowded units, incomplete plumbing, and incomplete kitchen facilities, generated within the Borough itself, now refined as the Rehabilitation Share/Present Need.

Pursuant to the 2019 executed settlement agreement, New Providence has a rehabilitation obligation of 37 units. The Borough intends to address its 37-unit rehabilitation obligation through continued participation in Union County rehabilitation programs, operated by the County's Bureau of Community Development and Bureau of Housing. These Bureaus oversee the federally funded Community Development Block Grant (CDBG) program and the HOME Investment Partnership Program (HOME).

Union County additionally operates their Home Improvement Program through the Department of Economic Development. The program is funded by Union County with CDBG funds and is available to low- and moderate-income homeowners living in 1 and 2 family homes in Union County. Monetary assistance offered through the program is a Deferred Payment loan up to $24,999. Homeowners apply directly to the program for assistance. The County also offers a Senior Home Improvement Grant, offering $5,000 to eligible homeowners over 60. Additional information for these programs can be found in Appendix D. The Borough will actively advertise these programs on their website.

New Providence will also expand its rehabilitation opportunities by implementing a Borough-wide rental rehabilitation program. A rental rehabilitation manual was prepared (Appendix D) and will be adopted by resolution by the Borough Council.

PRIOR ROUND OBLIGATION (1987-1999)

The Borough has a Prior Round obligation of 135 units. The Borough has fully addressed its obligation of 135, and therefore, is foregoing the VLA for the Prior Round.

Prior Round Credits (4/1/1980 - 12/31/1986):

Our House

Our House, located at 32 Pine Way, was completed on July 12, 1982. The alternative living development is comprised of 4 very low-income rental units (bedrooms). Documentation can be found in Appendix M.

Existing/ Under Construction Inclusionary Developments

The Villages at New Providence

The Villages at New Providence was completed in July 1994 and includes 5 low-income family rental units and 5 moderate-income family rental units. The inclusionary development is located on Spring Street and Floral Avenue in the southwestern part of New Providence. The development is located in the A-2 Affordable Housing District. Documentation can be found in Appendix E.

Patriot Village

Patriot Village, an inclusionary development, was completed in March 2006 and includes 2 low-income family rental units and 2 moderate-income family rental units. The development is located at 53 Division Avenue on the eastern boundary of New Providence. The development is situated in the A-2 Affordable Housing zone of the Borough. It anticipated the existing residency preference will be eliminated by the Compliance Hearing. Documentation can be found in Appendix F.

Spring Gardens

Spring Gardens, an inclusionary development, was completed in 2008 and includes 3 low-income family rental units and 3 moderate-income family rental units. The development is located at 851 Springfield Avenue on the northeast section of New Providence. The development is zoned A-3 Affordable Housing. Documentation can be found in Appendix G.

Stonefields at New Providence

Stonefields was constructed in March 2007 and is comprised of 1 low-income for sale family unit and 1 moderate-income for sale family unit. The inclusionary development is located at 50 Union

Avenue in the southwest section of New Providence. The development is zoned A-2 Affordable Housing. Documentation can be found in Appendix H.

Riverbend

Riverbend, an inclusionary development, is currently under construction and includes 2 low-income for sale family units and 2 moderate-income for sale family units. It is located on Marion Avenue in the A-2 Affordable Housing zone of the Borough. As of this Plan, two of the affordable units have been constructed and two have yet to be constructed but are set-aside for affordable households (Appendix I).

Southgate at Murray Hill

Southgate at Murray Hill was completed in November 1995 and includes 1 low-income for sale family unit and 1 moderate-income for sale family unit. The development is located at 43 Southgate Road in the southeastern area of New Providence. The development is located in the R-1 Single-family zone of the Borough. Documentation can be found in Appendix J.

Murray Hill Farms

Murray Hill Farms was completed in September 1994. The inclusionary development includes 7 low-income for sale family units and 6 moderate-income for sale family units and is located on Timothy Field Road in the southwest section of the Borough. The development is located in the A-1 Affordable Housing District. Documentation can be found in Appendix K.

100% Affordable

Elizabeth Barabash Manor

Elizabeth Barabash Manor is a 100% affordable rental age-restricted facility located at 101 Academy Street in the northwest section of the Borough. The development is a HUD Section 202 project that was constructed in 1997. There are 22 low-income rental units within this development. It is anticipated the existing residency preference will be eliminated by the Compliance Hearing. Documentation can be found in Appendix L.

Existing Alternative Living Arrangements

Documentation for the alternative living arrangements can be found in Appendix M.

Community Action Independent Living

Community Action Independent Living, located at 1141 Springfield Avenue is an alternative living arrangement, and was completed in June 1992. It consists of 4 very low-income rental units (bedrooms).

Union County Arc I

Union County Arc I was completed in November 2002 and includes 4 very-low income rental units/bedrooms. The development is an alternative living facility located at 4 Possum Way and is within the R-2 Single-family zone of the Borough.

Union County Arc II

Union County Arc II was completed in September 1996 and includes 3 very low-income rental units/bedrooms. The development is an alternative living facility located at 182 Runnymede Parkway and is within the R-2 Single-family zone of the Borough.

Community Access I

Community Access I was completed in January 1998 and includes 6 very-low income rental units/bedrooms. The development is an alternative living facility located at 1180 Springfield Avenue, and is within the R-2 Single-family zone of the Borough. As of the writing of this Plan, the Borough has not received a completed DCA form for this facility. It is anticipated the form will be received prior to the Compliance Hearing.

Community Access II

Community Access II was completed in January 1998 and includes 6 very low-income rental units/bedrooms. The development is an alternative living facility located at 1176 Springfield Avenue, and is within the R-2 Single-family zone of the Borough. As of the writing of this Plan, the Borough has not received a completed DCA form for this facility. It is anticipated the form will be received prior to the Compliance Hearing.

Arc of Union County

Arc of Union County was completed in February 2009 and includes 3 very low-income rental units/bedrooms. The development is an alternative living facility located at 905 Springfield Avenue, and is within the R-1 Single-family zone of the Borough.

Existing Inclusionary Zoning

Block 310 Lots 1 and 2; Block 311 Lot 3

These properties are located in the southeast section of New Providence across Mountain Avenue from each other and are both zoned A-2 for inclusionary development at 10 units/acre. Block 310 Lots 1 and 2 contain 2.9 acres, while Block 311 Lot 3 is approximately 1.9 acres in size. Between the two sites, a total of 50 units are permitted, including market rate and affordable units. Ordinance Section 275-9(A) requires all developments in the A-2 district to provide affordable housing units at a rate of 20% of the total constructed units. A total of 10 affordable family units would be required. Nine of these units are applied to the Borough's Prior Round.

The subject properties are appropriate for multi-family low- and moderate-income housing as they are available, approvable, developable, and suitable:

- The properties are within the sewer service area and have access to public water.
- The properties have access to appropriate streets: Block 310 is located on the corner of South Street and Mountain Avenue and Block 311 is on the corner of Glenside Road and Mountain Avenue.
- The properties are adjacent to compatible land uses as established residential neighborhoods are located along South Street, Mountain Avenue, and Glenside Road.
- Both sites are consistent with the State Development and Redevelopment Plan. The area is within the Planning Area 1 (PA1), the Metropolitan Planning Area, which encourages development.
- The properties are within the A-2 Affordable Housing Zone, which permits inclusionary development at 10 units per acre with a mandatory 20% affordable set-aside.
- There are no environmental constraints on the properties.
- The properties are not subject to any dedication, easement, right-of-way, covenant, condition, restriction, lien or encumbrance that would prohibit or interfere materially with the use of the sites for the development of multi-family housing.


B310 L1
B310 L2
B311 L3
Mountain Ave
South St
Glenside Rd
BERKELEY HEIGHTS TWP
N
E
S
W
0 50 100 Feet
Source: NJOGIS, NJGIN, NJDEP, NJDOT
Existing Inclusionary Zoning
A2 Affordable Housing Zone
New Providence, NJ
HGA
June 2019

Summary of New Providence's Prior Round of *135*	
Prior Round Credits:	
Our House (very low, rental)	4
Existing Inclusionary Development:	
The Villages at New Providence (rental)	10
Patriot Village (rental)	4
Spring Gardens (rental)	6
Stonefields at New Providence	2
Riverbend	4
Southgate at Murray Hill	2
Murray Hill Farms	13
Existing 100% Affordable Age-Restricted	
Elizabeth Barabash (rental)	22
Existing Alternative Living Arrangements (very- low rental):	
Community Action Independent Living	4
Union County Arc I	4
Union County Arc II	3
Community Access I	6
Community Access II	6
Arc of Union County	3
Existing Inclusionary Zoning	
Blocks 310 and 311	9
Total Units	**102**
Rental Bonus Credits	
The Villages at New Providence	10
Patriot Village	4
Spring Gardens	6
Community Action Independent Living	3
Union County Arc I	4
Community Access I	6
Total Rental Bonus Credits	***33***
TOTAL PRIOR ROUND	***135***

ROUND 3 OBLIGATION

Per the agreed upon settlement agreement between the Borough and the FSHC, the Borough has a Third Round obligation of 316 units.

As previously discussed, a Vacant Land Adjustment was completed in 2015 and identified 10.2 developable acres, which translates to an RDP of 14 units and an unmet need of 302 units. The amended 2017 analysis, which included an additional lot of the BD site, produced an amended RDP of 52 units and an unmet need of 264 units.

The Borough has addressed its entire Prospective Need obligation of 316, which includes the amended RDP of 52 and an unmet need of 264 through the following compliance mechanisms.

Existing Inclusionary Zoning

The remaining one unit from the existing inclusionary zoning site, located on Blocks 310 and 311 will be applied to the Borough's Third Round RDP.

Proposed Inclusionary Zoning

A4 Affordable Housing Zone (Beckton Dickinson Site – Block 210 Lot 32)

To create realistic opportunities for affordable housing within New Providence, the Borough will enact an amendment to the zoning code to rezone a parcel, located at Block 210 Lot 32 on the Borough's Tax Map, to permit inclusionary zoning. The property is owned by Beckton Dickinson, Inc, "BD" and is located in the Murray Hill District of the Borough. The L-shaped property fronts on Central Avenue to the north, wraps around Block 210 Lot 21 to the east, and fronts on both Spring Street (to the east) and Commerce Drive to the south. The property is approximately 31 acres and is constrained on its western side by the floodway of the Mercet River.

The Borough and BD negotiated an agreement regarding the residential development that can reasonably be accommodated by the three lots. BD was party to the final settlement agreement that included FSHC and Linde (now Murray Hill, LLC) that was signed by the Borough and BD on April 1, 2019. The settlement agreement stipulated that 192 units would be developed on the site through multi-family and townhouse development with 20% of the units set-aside for family, rental affordable housing. With this density and set-aside, a minimum of 38 affordable units would be created. The projected 38 units that will be created from the proposed A4 Affordable Housing Zone will be applied to the Borough's Third Round RDP. The proposed rezoning ordinance can be found in Appendix N.

A component of the agreement between the Borough and BD is that BD will donate a portion of the lot to the Borough that is currently being used as a soccer field. Additionally, a portion of the

adjacent driveway will be donated to the Borough. The land donation totals approximately 2.2-2.5 acres of land.

The site is appropriate for multi-family low- and moderate-income housing as it is available, approvable, developable, and suitable:

- The site is within the sewer service area and has access to public water.
- The site has access to appropriate streets as it abuts Central Avenue (where an existing access driveway exists) as well as Spring Street and Commerce Drive. The site is adjacent to compatible land uses. An existing multi-family development is located across Spring Street at the Villages at New Providence. There are additional residential neighborhoods to the west of the site as well as the Allen W. Roberts Elementary School. Additionally, the Murray Hill train station is approximately 0.4 miles from the subject property.
- The site is consistent with the State Development and Redevelopment Plan. The area is within the Planning Area 1 (PA1), the Metropolitan Planning Area, which encourages development.
- The site is within the proposed A4 Affordable Housing Zone that, once adopted, will permit 192 units with a mandatory 20% affordable family rental set-aside.
- There are environmental constraints located on the western edge of the site. However, there is approximately 20 acres of unconstrained land on the site available for development.
- The site is not subject to any dedication, easement, right-of-way, covenant, condition, restriction, lien or encumbrance that would prohibit or interfere materially with the use of the site for the development of multi-family housing.


Valentine Rd
Central Ave
Shelly Dr
Hawthorne Dr
Floral Ave
B210 L32
Spring St
Commerce Dr
Legend
Approximate Area to be Dedicated to Borough
Proposed Inclusionary Zoning
0 100 200 Feet
Source: NJOGIS, NJGIN, NJDEP, NJDOT
Proposed Inclusionary Zoning
A4 Affordable Housing Zone
New Providence, NJ
HGA
June 2019

Proposed Overlays

AHO Affordable Housing Overlay – "AHO"

To create realistic opportunities for affordable housing within New Providence, the Borough will enact an amendment to the zoning code for the area located northwest of the Murray Hill train station to create the AHO Affordable Housing Overlay Zone ("AHO"). This area is composed of:

- Block 210: Lots 21, 23, 33
- Block 221: Lots 2.01 and 6
- Block 340: Lots 4, 6 and 8

The proposed AHO includes a total of 50 acres of unconstrained developable land. The properties within this overlay will be permitted to continue the use of the property as permitted in the underlying zone (TBI-2 Zone) or can be redeveloped with residential and non-age-restricted affordable housing components. The permitted residential densities within this overlay will range from 9.5 units per acre to 17 units per acre with a mandatory 20% affordable set-aside. At the proposed densities, the AHO could support approximately 622 units, of which 127 would be family affordable.

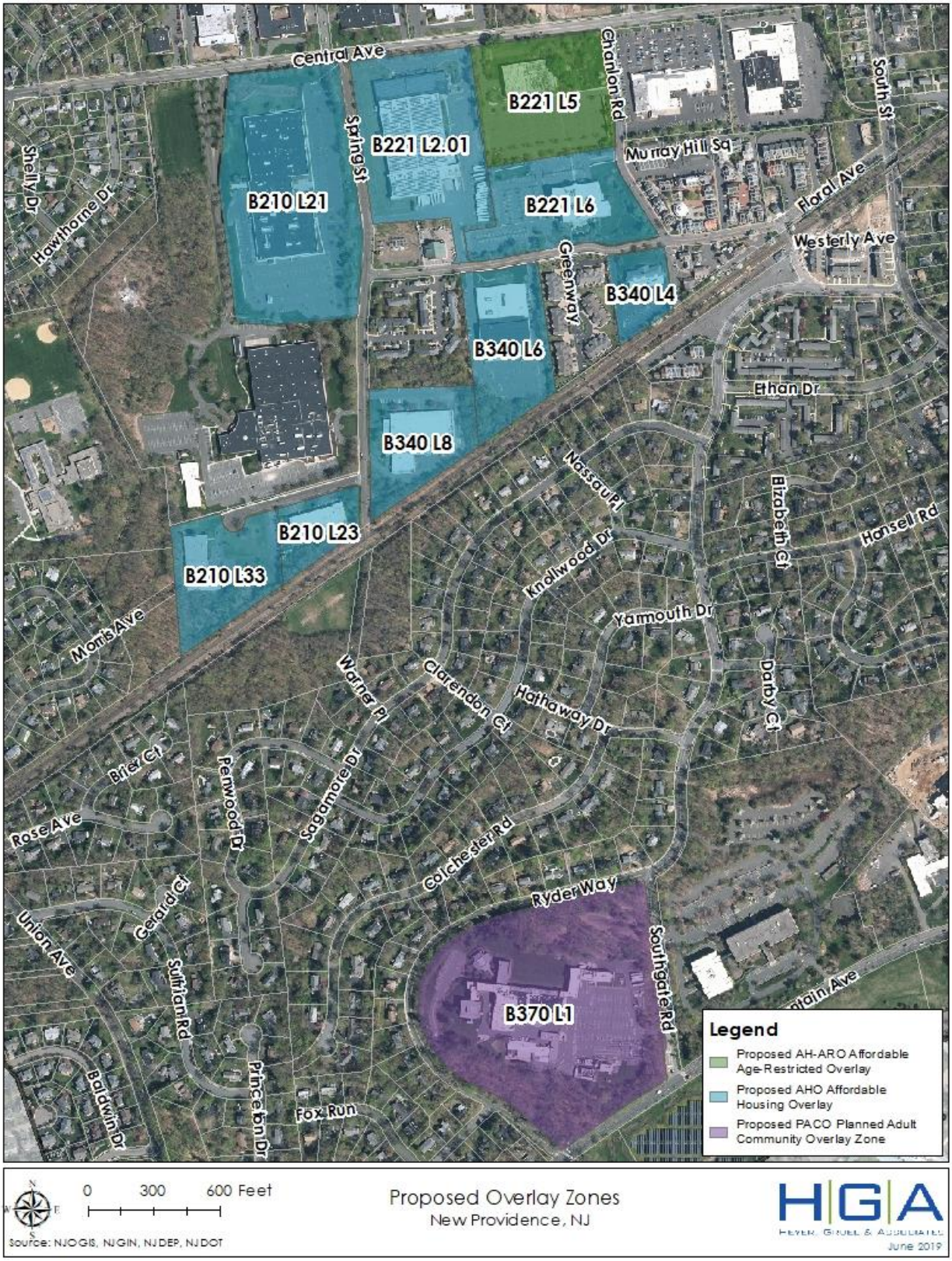
AH-ARO Affordable Housing Age-Restricted Overlay – "AH-ARO"

A second overlay district will be created in the area adjacent to the Murray Hill train station. The Borough will adopt a zoning amendment creating the AH-ARO Affordable Housing Age Restricted Overlay Zone ("AH-ARO") that consists of Block 221 Lot 5. The property within the AH-ARO will be permitted to continue to the use of the property as permitted in the underlying zone (TBI-2 Zone) or be redeveloped with residential and age-restricted affordable housing components at a density of 14 units per acre. A 20% affordable set-aside will be required. The AH-ARO could support 98 total units, of which 20 would be age-restricted affordable units.

PACO Planned Adult Community Overlay Zone – "PACO"

To create additional age-restricted affordable housing opportunities, the Borough will adopt an overlay zone over Block 370 Lot 1, creating the PACO Planned Adult Community Overlay Zone ("PACO"). As with the AHO and AH-ARO, the property within the PACO ARO will be permitted to continue to the use of the property as permitted in the underlying zone (TBI-1 Zone) or be redeveloped with residential and age-restricted affordable housing components. The property will be permitted to develop 297 total units, of which 59 will be affordable, age-restricted dwellings.

Together, the three overlay zones could support 204 affordable units, 127 of which would be family. All 204 units will be applied to the Borough's Third Round unmet need. The proposed overlay ordinance can be found in Appendix N.


Central Ave
Spring St
Chanlon Rd
South St
Murray Hill Sq
Floral Ave
Westerly Ave
Greenway
Shelly Dr
Hawthorne Dr
B221 L5
B221 L2.01
B210 L21
B221 L6
B340 L4
B340 L6
B340 L8
B210 L23
B210 L33
Ethan Dr
Nassau Pl
Knollwood Dr
Elizabeth Ct
Hansell Rd
Yarmouth Dr
Morris Ave
Warner Pl
Clarendon Ct
Hathaway Dr
Darby Ct
Brier Ct
Penwood Dr
Sagamore Dr
Rose Ave
Colchester Rd
Ryder Way
Gerard Ct
Union Ave
Sullivan Rd
Southgate Rd
B370 L1
Baldwin Dr
Princeton Dr
Fox Run
Legend
Proposed AH-ARO Affordable Age-Restricted Overlay
Proposed AHO Affordable Housing Overlay
Proposed PACO Planned Adult Community Overlay Zone
0
300
600 Feet
Source: NJOGIS, NJGIN, NJDEP, NJDOT
Proposed Overlay Zones
New Providence, NJ
HGA
Heyer, Gruel & Associates
June 2019

Summary of New Providence's Third Round of 316	
Summary of New Providence's Third Round RDP of 52	
Existing Non Age-Restricted Inclusionary Zoning:	
Blocks 310 and 311	1
Proposed Non Age-Restricted Inclusionary Zoning	
Bard Site (rental)	38
Total Units	**39**
Rental Bonus Credits	
Bard Site	13
Total Bonus Credits	***13***
THIRD ROUND RDP COMPLIANCE TOTAL	***52***
Summary of New Providence's Third Round Unmet Need of 264	
Proposed Age-Restricted Overlay Zoning:	
630 Central Ave. (Block 221 Lot 5)	*20*
Linde (100 Mountain Ave.)	*59*
Proposed Non-Age-Restricted Overlay Zoning:	
41 Spring Street (Block 210 Lot 21)	29
165 Spring Street (Block 210 Lot 23)	5
48 Commerce Drive (Block 210 Lot 33)	8
98 Floral Ave. (Block 340 Lot 4)	7
150 Floral Ave. (Block 340 Lot 6)	17
140 Spring Street (Block 340 Lot 8)	10
700 Central Ave. (Block 221 Lot 2.01)	30
121 Chanlon Rd (Block 221 Lot 6)	21
Total Units	**206***

**Pursuant to the 2019 settlement agreement, the Borough will claim bonus credits for units in the unmet need as the units are constructed.*

ADDITIONAL MEASUREMENTS

Very Low-Income Requirement: The Borough will ensure that 13% of all of the affordable units, with the exception of units constructed as of July 1, 2008 and units subject to preliminary or final site plan approval prior to that date, will be affordable to very low-income households. Half of the very low-income units will be made available to families.

Rental Bonus Credits: All rental bonus credits claimed in this plan have been applied in accordance with N.J.A.C. 5:93-5.15(d).

Low/Moderate Income Split: At least half of the units addressing the Borough's obligation shall be affordable to very-low income and low-income households, and the remaining will be affordable to moderate-income households.

Rental Requirement: At least 25% of the Borough's obligation will be met through rental units, and at least half of these units will be available to families.

Round 3 Family Requirement: At least half of the units addressing the Borough's obligation will be available to families.

Age Restricted Cap: The Borough agrees to comply with COAH's Round 2 age-restricted cap of 25%. The Borough is not requesting a waiver to exceed the age-restricted cap.

Spending Plan: The Borough has a dedicated Affordable Housing Trust Fund and has prepared a Spending Plan that will be adopted by the Borough Council by resolution. The Borough will ask the Court to approve the Spending Plan so that the Borough's Affordable Housing Trust Fund monies can be expended. The Borough's Affordable Housing Trust Fund has a current balance (as of June 1, 2019) of $515,072. The draft spending plan projects the collection of an additional $2,228,000 in development fees and interest by the end of 2025. The Borough will comply with the minimum affordability assistance and the maximum administrative expenses pursuant to N.J.A.C. 5:93-8.16. The remainder of the funds will be divided up between the Borough's rental rehabilitation program, the renovation of the Elizabeth Barabash Manor, and funds available to current and future group homes.

Affirmative Marketing: The individual developers will be responsible to ensure that proper affirmative marketing of all of the affordable units is properly implemented.

UHAC: All affordable units created through the provisions of this Plan shall be developed in conformance with the Uniform Housing Affordability Controls (UHAC) pursuant to N.J.A.C. 5:80-26.1 et seq. with the exception of the very-low income requirement as described above.

APPENDIX A

2019 Settlement Agreement with FSHC, Linde (Murray Hill LLC), and Bard (BD)

(inclusive of the 2019 settlement agreement with Linde as Exhibit B)

AFFORDABLE HOUSING SETTLEMENT AGREEMENT

In the Matter of the Borough of New Providence, County of Union

Docket No. UNN-L-2442-15

This Agreement ("Agreement") sets forth the terms of the settlement of the matter entitled **In the Matter of the Borough of New Providence, County of Union,** in the Superior Court of New Jersey, Union County, Docket No. UNN-L-2442-15 reached between the Borough of New Providence ("Borough" or "New Providence"), declaratory judgment plaintiff, 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, objectors Murray Hill , LLC as successor to Linde North America, Inc, ("Linde"), and Becton Dickinson and Company (f/k/a C.R. Bard, Inc.) ("BD"),("Objectors") through this settlement.

Background

New Providence filed the above-captioned matter on July 7, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 53:27D-301 et seq. in accordance with Mount Laurel IV.

On December 13, 2016, the Borough and FSHC entered into a Settlement Agreement ("2016 Agreement") which was approved by the Court at a Fairness Hearing held on January 13, 2017, and memorialized in an Order entered January 30, 2017, annexed as Exhibit A ("2016 Order"). Prior to the Compliance Hearing, objections were raised by Objectors. After mediation with assistance of the Court appointed Special Masters, the Borough revised its approach to settlement as set forth herein.

Through that process, the Borough, FSHC, and the Objectors have agreed to settle the litigation and to present that settlement for review and approval to the trial court with jurisdiction over this matter, 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.

This agreement replaces and supersedes the 2016 Agreement.

Settlement terms

The Borough, FSHC, and Objectors hereby agree to the following terms:

1. FSHC and the Objectors agree that the Borough, through the adoption of a Housing Element and Fair Share Plan that implements the terms and provisions of this Agreement, will have satisfied its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 53:27D-301, et. seq., for the Prior Round (1987-1999) and Third Round (1999-2025). The Third Round Obligation includes both the gap period "present need" (1999-2015) and the prospective need (2015-2025).

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 Obligation instead of doing so through plenary adjudication of the present and prospective need.

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

2019 Summary of Obligation			
	RDP	*Unmet Need*	*Total*
Prior Round:	-	-	**135**
Third Round:	52	264	**316**

4. The Borough's efforts to meet its Rehabilitation Share include the following:

   New Providence intends to address its Rehabilitation Share through continued participation in Union County rehabilitation programs, operated by the County's Bureau of Community Development and Bureau of Housing (Bureau). This Bureau oversees the federally funded Community Development Block Grant (CDBG) program and the HOME Investment Partnership Program (HOME). The Borough will also use monies from the affordable housing trust fund to supplement the County rehabilitation programs and shall either create its own Rental Rehabilitation Program or join with another municipality in a shared services agreement in order to address rehabilitation for very

low-, low-, and moderate-income rental units within the Borough. This is sufficient to satisfy the Borough's Rehabilitation Share.

5. The Borough will meet its Prior Round Obligation (1987-1999) in the following manner:

SUMMARY OF NEW PROVIDENCE'S PRIOR ROUND OF *135*	
Prior Round Credits:	
Our House (very low, rental)	4
Existing Inclusionary Development:	
The Villages at New Providence (rental)	10
Patriot Village (rental)	4
Spring Gardens (rental)	6
Stonefields at New Providence	2
Southgate at Murray Hill	2
Riverbend	4
Murray Hill Farms	13
Existing 100% Affordable Age-Restricted	
Elizabeth Barabash (rental)	22
Existing Alternative Living Arrangements (very- low rental):	
Community Action Independent Living	4
Union County Arc I	4
Union County Arc II	3
Community Access I	6
Community Access II	6
Arc of Union County	3
Existing Inclusionary Zoning	
Blocks 310 and 311	9
Total Units	**102**
Rental Bonus Credits	
The Villages at New Providence	10
Patriot Village	4
Spring Gardens	6
Community Action Independent Living	3
Union County Arc I	4
Community Access I	*6*
Total Rental Bonus Credits	***33***
TOTAL PRIOR ROUND	***135***

6. The Borough continues to have a Third Round Obligation of 316 units as set forth in the 2016 Agreement. Based upon the revisions to the Borough's approach to compliance, the Borough now has a realistic development potential (RDP) of 52 units for the Third Round. The RDP of 52 units, subtracted from the Third Round Obligation of 316 units, results in an unmet need of 264 units.

7. The Borough will address its Third Round Obligation of 316, which includes the RDP of 52 and an unmet need of 264, through the compliance mechanisms provided below:

SUMMARY OF NEW PROVIDENCE'S THIRD ROUND OF 316	
Summary of New Providence's Third Round RDP of 52	
Existing Non Age-Restricted Inclusionary Zoning: *Blocks 310 and 311*	1
Proposed Non Age-Restricted Inclusionary Zoning: *Bard Site (rental)*	38
Total Units	**39**
Rental Bonus Credits *Bard Site*	13
Total Bonus Credits	***13***
THIRD ROUND RDP COMPLIANCE TOTAL	***52***
Summary of New Providence's Third Round Unmet Need of 264	
Proposed Age-Restricted Overlay Zoning: *630 Central Ave. (Block 221 Lot 5)* *Linde (100 Mountain Ave.)*	 20 59
Proposed Non-Age-Restricted Overlay Zoning: *41 Spring Street (Block 210 Lot 21)* *165 Spring Street (Block 210 Lot 23)* *48 Commerce Drive (Block 210 Lot 33)* *98 Floral Ave. (Block 340 Lot 4)* *150 Floral Ave. (Block 340 Lot 6)* *140 Spring Street (Block 340 Lot 8)* *700 Central Ave. (Block 221 Lot 2.01)* *121 Chanlon Rd (Block 221 Lot 6)* **Total Units**	 29 5 8 7 17 10 30 21 **206***

*Pursuant to this settlement agreement, the Borough will claim bonus credits for units in the Unmet Need as the units are constructed.

a. As part of the Agreement, New Providence will be able to increase its Third Round RDP and, hence, its eligibility for rental bonuses, as units are developed in overlay districts at the following rates and subject to the following terms:

   1) Rates

      i. For each 3 new family for sale units, one age-restricted unit can be added for a total of 4 credits toward the Unmet Need;

   OR

      ii. For each 2 family rental units, one age-restricted unit can be added and one rental bonus can be added for a total of 4 credits toward the Unmet Need.

   2) Terms

      i. As the Third Round RDP is increased and the Unmet Need is reduced, all of the parameters of the Settlement Agreement must continue to be met.

      ii. FSHC shall be notified of all increases to New Providence's Third Round RDP, with the basis for the calculation of the new RDP and additional credits claimed as well as supporting documentation as may be requested by FSHC.

b. Any excess credits that are generated through development can be carried to future obligations in accordance with applicable law at that time.

8. Proposed Rezoning:

To create future opportunities for affordable housing, the Borough will enact an amendment to the zoning codes as follows. The Borough shall also rezone the Objectors' properties in the following manner:

Linde

As set forth in more detail in a separate agreement between Linde and the Borough, annexed hereto as Exhibit B, and made a part hereof:

- Block 370, Lot 1 (100 Mountain Ave.) will be included in the proposed AH-AR Affordable Housing Age-Restricted Zone as an overlay to the existing zoning. The rezoning will enable the production of 59 affordable, age-restricted units on the site. All 59 units will be applied to the Third Round Unmet Need. The Borough will also rezone Block 320, Lot 18.01, (575 Mountain Avenue) for Continuing Care Retirement Community ("CCRC") development (as set forth in Exhibit B).

Becton Dickinson ("BD")

- The Property, located at Block 210, Lot 32 in the Borough of New Providence, shall be included in the A-H Affordable Housing Zone, which will permit construction of 192 units. BD shall donate to the Borough a portion of the site containing an existing field currently used by the Borough for recreation (soccer field), along with a portion of the adjacent driveway, totaling approximately 2.2 - 2.5 acres. The field will be renamed "Becton Dickinson Field." Regardless of the amount of eventual acreage left at the Company site (total lot acreage minus the soccer field lot acreage), the total number of dwelling units permitted is 192. BD shall be provided an easement for a right-of-way for access to Central Avenue across the Property being donated to the Borough as set forth in Exhibit C. The design of the easement/right-of-way will be subject to minor subdivision approval. The development will provide for a 20% set aside for family rental affordable units, which will result in 38 affordable units. The affordable units shall comply with the requirements of the UHAC regulations and as also required by the terms of this Agreement.
- The zoning shall permit the following:
    - The permitted maximum height of the structures will be 38 feet and 3 stories. If the residential structure contains a ground level enclosed parking area, then the calculation of the height and number of stories shall exclude the ground level parking area. The height of the structure shall be measured from the finished floor of the first floor above the ground level parking area;

- Such other bulk requirements as shall be set forth in the applicable ordinances to be adopted.

Murray Hill

The Borough will amend the zoning for the area located northwest of the Murray Hill train station, providing for overlay zoning with a required 20% affordable set-aside (see proposed zoning map in Exhibit D).

The following chart details the proposed rezoning of the BD site as well as the overlay zoning of Linde and the Murray Hill area.

AH-AR Affordable Housing Age-Restricted Overlay District								
Block	**Lot**	**Total Acreage**	**Constrained Acreage**	**Unconstrained Acreage**	**Density**	**Total Dwelling Units**	**20% Set Aside**	**Property Location**
370	1	21.5	0	21.5	13.8	297	59	100 MOUNTAIN AVE ("LINDE")
221	5	7	0	7	14	98	20	630 CENTRAL AVE
Total		**28.5**	**0**	**28.5**	**-**	**395**	**79**	**-**
AH Affordable Housing Zone								
Block	**Lot**	**Total Acreage**	**Constrained Acreage**	**Unconstrained Acreage**	**Density**	**Total Dwelling Units**	**20% Set Aside**	**Property Location**
210	32	31.0	8.8	20.0	9.6	192	38	111 SPRING ST ("BD")
Total		**31.0**	**8.8**	**20.0**	**-**	**192**	**38**	**-**
AH Affordable Housing Overlay District								
Block	**Lot**	**Total Acreage**	**Constrained Acreage**	**Unconstrained Acreage**	**Density**	**Total Dwelling Units**	**20% Set Aside**	**Property Location**
210	21	15	0	15	9.5	143	29	41 SPRING STREET
210	23	2.3	0	2.3	9.5	22	5	165 SPRING ST
210	33	5	1	4	9.5	38	8	48 COMMERCE DR
340	4	2	0	2	16.0	32	7	98 FLORAL

								AVE
340	6	5.7	0.7	5	17.0	85	17	150 FLORAL AVE
340	8	5.1	0.1	5	9.5	48	10	140 SPRING ST
221	2.01	10	0	10	15.0	150	30	700 CENTRAL AVE
221	6	6.5	0	6.5	16.0	104	21	121 CHANLON RD
Total		**52**	**2**	**50**	**-**	**622**	**127**	**-**
TOTAL		**111.1**	**10.6**	**98.3**	**-**	**1209**	**244***	**-**

* This number does not include rental bonus credits which may become available through development.

9. By the implementation of the Plan Summary, and as set forth above, the Borough will have taken all steps necessary to satisfy the legal requirements for addressing its entire Third Round RDP and Unmet Need.

10. The Borough shall meet its Third Round Obligation in accordance with the following standards:

    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 Obligation 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 Obligation shall be met through rental units; at least half of all rental units meeting the rental obligation shall be available to families.

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

    e. The Borough 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 Third Round fair share obligation, inclusive of both mechanisms to address the RDP and the unmet need. The parties agree that the age-restricted units may be satisfied fully through unmet need.

f. The Borough agrees to require 13% of all units referenced in this plan, with the exception of units constructed, as of July 1, 2008 or 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.

11. The Borough 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), FSHC (510 Park Blvd, Cherry Hill, NJ); the Latino Action Network (PO Box 943, Freehold, NJ 07728); East Orange NAACP (PO Box 1127, East Orange, NJ 07019); Newark NAACP (PO Box 1262, Newark, NJ 07101); Morris Co. NAACP (PO Box 2256, Morristown, NJ 07962); Elizabeth NAACP (PO Box 6732, Elizabeth, NJ 07206), and the New Jersey Housing Resource Center, 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 along with links to application forms, copies of which shall be mailed on request. The Borough 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, shall be governed by controls on affordability, and shall be 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 Borough as part of its Plan shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH and modified to reflect the terms of this settlement agreement to ensure that the provisions of this paragraph are satisfied.

a. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Borough annually within 30 days of the publication of determinations of median income by HUD as follows:

   i. Regional income limits shall be established for the region in which the Borough is located (i.e. Region 2) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Borough's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low-income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

   ii. The 2018 income limits attached hereto as Exhibit E are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2018 and shall be utilized

until the Borough updates the income limits after HUD has published revised determinations of median income for the next fiscal year.

iii. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Borough annually by taking the percentage increase of the income limits calculated pursuant to paragraph (i) above over the previous year's income limits and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

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 one hundred twenty (120) days of Court's approval of this Settlement Agreement, the Borough shall adopt an amended Housing Element/Fair Share Plan and shall introduce such ordinance or ordinances providing for amendment of the Borough's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this settlement agreement and the Plan.

15. The parties agree that if a decision of a court of competent jurisdiction in Union County, a final decision of a New Jersey Appellate Court which creates binding precedent, 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) a calculation of an obligation for the Borough for the period 1999-2025 that would be lower by more than twenty (20%) percent of the total prospective Third Round Obligation established in this agreement (i.e. determined to be 253 or less), and if the calculation or determination is memorialized in an unappealable final judgment or action by the legislature or administrative agency, the Borough may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, New Providence 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

compliance mechanisms referenced herein; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the 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 Borough prevails in reducing its prospective need for the Third Round, the Borough may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

16. The Borough shall prepare and submit a spending plan to the Special Master and the court for approval, with FSHC being provided an opportunity to comment on or object to the spending plan. The parties hereto agree that the spending plan, once approved, shall be valid. On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the Borough 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, 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; however, the Borough may redact or remove any personally identifying information on individual assistance raising privacy concerns from the website.

17. On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the Borough 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 Borough during the ten-year period of protection provided in this agreement. The Borough 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 Borough 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 the 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 the 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 Borough 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, Linde, and BD are hereby deemed to have party status in this matter and to have intervened in this matter as defendants without the need to file a motion to intervene or an answer or other pleading.

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 Borough shall makes its planner available as a witness at this hearing.

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

22. 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.

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

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

25. 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.

26. 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.

27. 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; and, (iii) has provided documentation authorizing the signing of the agreement on behalf of the party.

28. **Successors Bound:** The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors, affiliates and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors, affiliates and assigns.

29. 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.

30. 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.

31. 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.

32. 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) 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
E-mail: kevinwalsh@fairsharehousing.org

TO LINDE: Murray Hill LLC as successor to Linde North America, Inc.

John Mark, Esq.
200 Somerset Corporate Blvd.
Suite 7000
Bridgewater, NJ 08807
Phone: 908-771-4752
E-mail: john.mark@linde.com

With a copy to: Craig M. Gianetti, Esq.
Day Pitney LLP
One Jefferson Road
Parsippany, NJ 07054
Phone: (973) 966 8053
E-mail: cgianetti@daypitney.com

T0 BECTON DICKINSON:

James G. Webber, Esq.
Dempsey, Dempsey & Sheehan
387 Springfield Avenue
Summit, NJ 07901
Phone: 908-277-0388
E-mail: jwebber@ddsnjlaw.com

Becton, Dickinson and Company
1 Becton Drive, MC 112
Franklin Lakes, NJ 07417
Attention: Real Estate Americas
Phone:_____
E-mail:_____

With a Copy to: Becton, Dickinson and Company
1 Becton Drive, MC 089
Franklin Lakes, NJ 07417
Attention: Legal Department
Phone:_____
E-mail:_____

TO THE BOROUGH: Paul R. Rizzo, Esq
DiFrancesco, Bateman, et. al.
15 Mountain Blvd.
Warren, NJ 07059
Phone (908) 757-7800
Email: prizzo@newjerseylaw.net

With a Copy to:

Douglas R. Marvin, Administrator
Borough of New Providence
360 Elkwood Ave.
New Providence, NJ 07974
Phone: (908) 665-1400
E-mail: dmarvin@newprov.org

Agreed on behalf of the Borough of New Providence, with the authorization of the Governing Body:

Allen Morgan MAYOR

Dated: 4/1/19

Agreed on behalf of Fair Share Housing Center with the authorization of the Board of Trustees.

_____

_____

Dated:_____

Agreed on behalf of Murray Hill, LLC by Linde Gas North America, sole member

_____

John Mark, Esq., Secretary

_____

Dated:_____

Agreed on behalf of Becton Dickinson and Company

_____

_____

Dated:_____

With a Copy to:

Douglas R. Marvin, Administrator
Borough of New Providence
360 Elkwood Ave.
New Providence, NJ 07974
Phone: (908) 665-1400
E-mail: dmarvin@newprov.org

Agreed on behalf of the Borough of New Providence, with the authorization of the Governing Body:

_____

_____

Dated:_____

Agreed on behalf of Fair Share Housing Center with the authorization of the Board of Trustees.

_____

Kevin D. Walsh

Dated: 4/29/2019

Agreed on behalf of Murray Hill, LLC by Linde Gas North America, sole member

_____

John Mark, Esq., Secretary

_____

Dated:_____

Agreed on behalf of Becton Dickinson and Company

_____

_____

Dated:_____

With a Copy to:

Douglas R. Marvin, Administrator
Borough of New Providence
360 Elkwood Ave.
New Providence, NJ 07974
Phone: (908) 665-1400
E-mail: dmarvin@newprov.org

Agreed on behalf of the Borough of New Providence, with the authorization of the Governing Body:

_____

_____

Dated:_____

Agreed on behalf of Fair Share Housing Center with the authorization of the Board of Trustees.

_____

_____

Dated:_____

Agreed on behalf of Murray Hill, LLC by Linde Gas North America, sole member

_____

John Mark, Esq., Secretary

_____

Dated: August 1, 2019

Agreed on behalf of Becton Dickinson and Company

_____

_____

Dated:_____

New Providence, NJ 07974
Phone: (908) 665-1400
E-mail: dmarvin@newprov.org

Agreed on behalf of the Borough of New Providence, with the authorization of the Governing Body:

_____

_____

Dated:_____

Agreed on behalf of Fair Share Housing Center with the authorization of the Board of Trustees.

_____

_____

Dated:_____

Agreed on behalf of Murray Hill, LLC by Linde Gas North America, sole member

_____

John Mark, Esq., Secretary

_____

Dated:_____

Agreed on behalf of Becton Dickinson and Company

_____

Gary DeFazio, SVP, Corp Secretary & Associate general counsel

Dated: 4/1/2019

Exhibit A

Order on Fairness Hearing

January 30, 2017

Steven A. Kunzman, Esq. (Arty I.D. # 012731981)
Our File No.: C22117
DIFRANCESCO, BATEMAN, KUNZMAN, DAVIS, LEHRER & FLAUM, P.C.
15 Mountain Boulevard
Warren, New Jersey 07059
Tele: 908-757-7800
Attorneys for Borough of New Providence

FILED
JAN 30 2017
KAREN M. CASSIDY
A.J.S.C.

IN THE MATTER OF THE ADOPTION OF THE BOROUGH OF NEW PROVIDENCE FOR A JUDGMENT OF COMPLIANCE OF ITS THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN.	SUPERIOR COURT OF NEW JERSEY CIVIL DIVISION: UNION COUNTY DOCKET NO: UNN-L-2442-15 *Civil Action* **ORDER ON FAIRNESS AND PRELIMINARY COMPLIANCE HEARING**

THIS MATTER having been opened to the Court by DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C., attorneys for the Borough of New Providence (hereinafter referred to as "Borough" or "New Providence"), Steven A. Kunzman, Esq., appearing, in the presence of Joshua Bauers, Esq., attorney for Interested Party, Fair Share Housing Center, Inc. (hereinafter "FSCH"), by way of Fairness and Preliminary Compliance Hearing held pursuant to and in accordance with East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996); and sufficient notice of this hearing having been given in accordance with In the Matter of the Adoption of N.J.A.C. 5:96 & 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV") and Morris County Fair Housing Council v. Boonton Tp.,. 197 N.J. Super. 359 (Law Div. 1984); and the Court having considered the report dated January 8, 2017 and the testimony of the Court-appointed Special Master, Elizabeth McKenzie, P.P., P.A., and the Court having considered the Settlement Agreement entered into between

New Providence and FSHC dated December 13, 2016, including the Borough's draft summary Housing Element and Fair Share Plan annexed to the Settlement Agreement; and the Court having considered the testimony and presentations of the Borough, the Special Master, FSHC at the time of the hearing; and good cause having been shown;

IT IS on this 30th day of January 2017, **ORDERED** that:

1. The Court finds that the Settlement Agreement between New Providence and FSHC is fair and adequately protects the interests of low and moderate income persons within New Providence's housing region based upon the criteria set forth in East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996) for approving a settlement of Mount Laurel litigation; and

2. The Court preliminarily finds that the Borough's proposed draft summary Housing Element and Fair Share Plan is facially constitutionally compliant and provides a fair and reasonable opportunity for New Providence to meet its obligation under Mount Laurel IV, subject to New Providence's satisfaction of the list of conditions set forth in the Court's Special Master's report of January 8, 2017, and subject to the Court's approval by way of a Final Compliance Hearing to be held as hereinafter set forth; and

3. A Final Compliance Hearing is hereby scheduled for May 17, 2017 at 10:00 a.m., by which time New Providence shall have complied with the above-referenced conditions, shall have submitted to the Special Master for review and comment New Providence's Housing Element and Fair Share Plan and all Resolutions and Ordinances required to implement the Housing Element and Fair Share Plan, and shall have provided for the Planning Board of the Borough to finalize and adopt the Housing Element and Fair Share Plan and the New Providence

Borough Council to endorse same and to adopt all necessary effectuating Resolutions and Ordinances; and

4. The temporary immunity previously granted to New Providence herein is hereby extended until and through the day following the completion of the Final Compliance Hearing herein scheduled and the entry of an Order granting a Final Judgement in this matter; and

5. A copy of this Order shall be served upon all parties on the service list in this matter with 7 days of New Providence's receipt thereof.

K. M. Cassidy

HONORABLE KAREN CASSIDY, A.J.S.C.

Exhibit B

Borough – Linde Agreement

AFFORDABLE HOUSING AGREEMENT

THIS AFFORDABLE HOUSING AGREEMENT ("*Agreement*") is made this _____ day of _____, 2019, by and between:

BOROUGH OF NEW PROVIDENCE, a municipal corporation of the State of New Jersey, County of Union, having an address at 360 Elkwood Avenue, New Providence, New Jersey 07974 ("*Borough*");

and

MURRAY HILL, LLC. as successor to LINDE NOTH AMERICA, INC., a Delaware corporation with a business address of 200 Somerset Corporate Boulevard, Bridgewater, New Jersey 08807 ("*Linde*" or "*Developer*").

Collectively, the Borough and Linde shall be referred to as the "Parties." All references to Linde or Developer shall include its successors, affiliates and assigns.

WHEREAS, in compliance with the New Jersey Supreme Court's decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 7, 2015, the Borough filed a Declaratory Judgment Action with the Superior Court of New Jersey ("*Court*"), entitled In the Matter of the Application of the Borough of New Providence, County of Union, Docket No. UNN-L-2442-15, seeking a Judgment of Compliance and Repose approving its Compliance Plan (as defined herein), in addition to related relief ("*Compliance Action*"); and

WHEREAS, in connection with the Compliance Action, the Borough submitted an affordable housing compliance plan / fair share plan ("*Compliance Plan*") pursuant to a settlement agreement with Fair Share Housing Center ("*FSHC*") dated December 31, 2016 ("*FSHC Settlement*") and approved by the Court by Order dated January 30, 2017; and

WHEREAS, Linde objected to the Fair Share Settlement prior to the Compliance Hearing on the FSHC Settlement via correspondence to the Honorable Karen Cassidy, A.J.S.C., dated August 23, 2017 (the "*Objection*"); and

WHEREAS, Linde, through affiliated entities, is the current owner of two properties within the Borough, located at (1) 100 Mountain Avenue and identified as Block 370, Lot 1 on the Borough tax map ("*100 Mountain Property*"); and (2) 575 Mountain Avenue and identified as Block 320, Lot 18.01 ("*575 Mountain Property*") (together referred to as "*Linde Properties*"); and

WHEREAS, Linde desires to develop the 100 Mountain Property with an age-restricted inclusionary development consisting of 297 multifamily units (townhouses and apartments) of which at least fifty-nine (59) units will be restricted for affordable housing ("*Inclusionary*

Development") as generally shown in the concept plan attached as **Exhibit A** ("*Inclusionary Concept Plan*") and the draft ordinance, attached as **Exhibit B** ("*Inclusionary Ordinance*"); and

WHEREAS, Linde desires to develop the 575 Mountain Property with a continuing care retirement community (the "*CCRC Development*") consisting of independent senior apartments and healthcare units as shown on the concept plan attached as **Exhibit C** ("*CCRC Concept Plan*"); and

WHEREAS, as a result of several negotiations, the parties have come to a resolution of the Objection by including the proposed Inclusionary Development in the Borough's Compliance Plan and by zoning for the CCRC Development on the 575 Mountain Property; and

WHEREAS, as part of the resolution, the Borough desires to effectuate a rezoning of the 100 Mountain Property and the 575 Mountain Property to permit the Inclusionary Development and the CCRC Development, respectively; and

WHEREAS, to ensure that the Inclusionary Development generates affordable housing credits to be applied to the Borough's Round 3 affordable housing obligations, the affordable units within the Inclusionary Development shall be developed in accordance with the Prior Round regulations (N.J.A.C. 5:92-1, et seq. and N.J.A.C. 5:93-1 et seq.) of the New Jersey Council on Affordable Housing ("*COAH*"), the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("*UHAC*"), and all other applicable law; and

WHEREAS, the Borough is also entering into an agreement with Fair Share Housing Center ("FSHC"), and Becton Dickinson Company, Inc., and Linde for settlement of the Compliance Action, ("FSHC Agreement"); and

WHEREAS, the Parties wish to enter into this Agreement ("Linde Agreement") which shall be included and made part of the FSHC Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties; and

NOW, THEREFORE, in consideration of the promises and the mutual obligations set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto, each binding itself, its successors, affiliates and assigns, agree as follows:

ARTICLE I – PURPOSE

1.1 The purpose of this Agreement is to create a realistic opportunity for the construction of the Inclusionary Development on the 100 Mountain Property and the CCRC Development on the 575 Mountain Property, and to generate affordable housing credits for the Borough to apply to any Prior Round and Round 3 obligation assigned to it.

1.2 The Parties agree that the Properties are available, approvable, developable and suitable for the proposed Inclusionary Development and CCRC Development as those terms are used in this Agreement. No representations are made as to sewer capacity associated with the

development of this site except that the Borough is not aware of any sewer capacity issues for these Properties.

ARTICLE II – BASIC TERMS AND CONDITIONS

2.1 In the event of any legal challenges to the Approvals (as defined below), including a challenge by any third party, the Parties must diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, if any such challenge results in a modification of this Agreement or of the Inclusionary Development or CCRC Development, the Parties must negotiate in good faith with the intent to draft a mutually-acceptable amended Agreement; however, the affordable units shall not be less than 59 for the Inclusionary Development, and the CCRC Development shall be permitted in accordance with the CCRC Concept Plan (**Exhibit C**).

2.2 This Agreement does not purport to resolve all of the issues before the Court raised in the Compliance Action. Those issues are addressed in the FSHC Agreement, which shall include this Linde Agreement; however, the rezoning contemplated herein shall be completed prior to a Judgment of Compliance.

ARTICLE III – REZONING

3.1 100 Mountain Property: The 100 Mountain Property will be rezoned to permit inclusionary age-restricted housing as an overlay zone, which will be in addition to the current zoning of the 100 Mountain Property, substantially in accordance with the Inclusionary Concept Plan (**Exhibit A**) and Inclusionary Ordinance (**Exhibit B**). The Inclusionary Development shall be further subject to the following requirements:

3.1.1 Proposed Development. The age-restricted inclusionary residential development of the 100 Mountain Property shall be developed with a density allowing up to 297 residential units, 59 of which shall be deed restricted for affordable housing.

3.1.2 Amenities. The residential development of the 100 Mountain Property shall be designed to have the amenities typical for age restricted inclusionary developments.

3.1.3 Parking. Parking for the Inclusionary Development shall comply with the Residential Site Improvement Standards, N.J.A.C. 5:21-1.1, et seq. ("*RSIS*").

3.2 575 Mountain Property: The 575 Mountain Property will be rezoned to permit, as a principal permitted use, the CCRC Development which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A. 52:27D-330, et seq. and N.J.A.C. 5:19-1.1 et. seq, as an overlay zone, which will be in addition to the current zoning of the 575 Mountain Property, substantially in accordance with CCRC Concept Plan (**Exhibit C**) and shall be subject to the following requirements:

3.2.1. Definitions.

a. Continuing Care Retirement Community "CCRC":

i) a development of residential living units for residents who are sixty-two (62) years of age or older, or for couples, one of whom is at least sixty-two (62) years of age, that provides "continuing care" as defined in N.J.S.A. 52:27D-332.c.

b. Health Care Unit ("HCU") shall consist of either:

i) An assisted living unit or memory care unit, each of which is an apartment configured for those needing assisted living or memory care, and (i) designed to house 1 or 2 related or unrelated individuals, and (ii) having an entrance door opening onto an interior corridor which is a common area; or

ii). A skilled nursing room substantially similar to a room in a nursing home, where the CCRC provides health care under medical supervision and continuous nursing care for residents who do not require the degree of care and treatment which a hospital provides, and (a) designed to house 1 or 2 related or unrelated individuals requiring nursing or rehabilitation care, and (b) having an entrance door opening onto an interior corridor which is a common area.

c. Independent Living Unit ("ILU"):

An Independent Living Unit ("ILU") is a self-contained apartment with full kitchen facilities and private bath comprising an independent self-contained dwelling unit (i) designed to house individuals not needing assisted living services, memory care, rehabilitation care, or nursing care, and (ii) having an entrance door opening onto an interior corridor.

3.2.2 Density. The permitted density shall be 17 units per acre, subject to the provisions set forth in Section 3.2.3, below, and with the number of units being calculated in the following manner:

a. Each ILU shall be considered to be one unit.

b. Each HCU shall be considered to be one-third (1/3) of a unit.

3.2.3 Increased Density: The Developer may elect to develop up to, but not greater than, 24 units per acre, in accordance with the method of calculation set forth above in Section 3.2.2.a and b; however, in addition to the Non-Residential Development Fee, as set forth in N.J.S.A. 40:55D-8.3, et. seq., the Developer agrees to pay an additional Three Thousand

Dollars ($3,000.00) for each ILU over 17 units per acre and an Additional Development Fee of One Thousand Dollars ($1,000.00) for each HCU over 17 units per acre, as set forth more particularly below in this Section 3.2.3 (collectively, the "Additional Fee") into the Borough's Affordable Housing Trust Fund. One half of the payment of the Additional Fee shall be due at the time of the application for the building permit, and the balance shall be due prior to the issuance of the certificate of occupancy. The computation of density over which the Additional Fee becomes payable, and payment of the Additional Fee, shall be in accordance with the following provisions:

A. Threshold Density. First, one shall compute the number of units over which the Additional Payment becomes due (the "Threshold Density"). Assuming that total area of the 575 Mountain Property is 24.6 acres, the Threshold Density shall be 418 units (= 17 units/acre x 24.6 acres).

B. Counting of Units. Second, the number of units is then computed as the CCRC Development Proceeds, with each ILU counting as one unit and each HCU counting as 1/3 of a unit.

C. Payments of Additional Fee. After the Threshold Density is reached then:

(i) For each ILU thereafter constructed, an Additional Fee of Three Thousand Dollars ($3,000) shall be paid (i.e., $1,500 prior to building permit and $1,500 prior to certificate of occupancy) since, as set forth above, each ILU is the equivalent of one unit for which the Additional Fee is payable.

(ii) For each HCU thereafter constructed, an Additional Fee of One Thousand Dollars ($1,000) per HCU shall be paid (i.e., $500 for each HCU prior to building permit and $500 for each HCU prior to certificate of occupancy) since, as set forth above, each HCU is the equivalent of one-third (1/3) of a unit for which the Additional Fee is payable.

D. Examples: The following examples assume total acreage of 24.6 acres and build-out of 540 ILU's and 108 HCU's.

(i) Example 1 – Calculation of Permitted Density. The 540 ILU's and 108 HCU's constitute, in accordance with Section 3.2.2, a total of 576 units for purposes of calculating permitted density (576 units = 540 ILU's + (108 HCU's/3)). At a maximum density of 24 units/acre,

the total number of permitted units, based on assumed acreage of 24.6 acres, is 590 (=24 units/acre x 24.6 acres). Therefore, the 540 ILU's and 108 HCU's are permitted, as they represent 576 units, i.e., less than the 590.

(ii) Example 2 – Calculation of Additional Fee. If 108 HCU's are first built, then since they each count as 1/3 of a unit, they will be treated as 36 units (=108/3). Therefore, the Threshold Density of 418 units will be reached upon construction of 382 ILU's (= 418 – 36). Thereafter, when an additional 158 ILU's are constructed, for the above total of 540 (= 382 + 158), the Additional Fee of $3,000/ILU shall be paid for each of said 158 ILU's in excess of the Threshold Density, for a total Additional Fee of $474,000 (= 158 ILU's x $3,000/ILU), all payable at one-half prior to building permit and one-half prior to certificate of occupancy.

(iii) Example 3 – Calculation of Additional Fee. If 418 ILU's are initially constructed then the Threshold Density of 418 units will have been reached. If thereafter, 108 HCU's are built, an Additional Fee of $1,000/HCU shall be paid for each of said 108 HCU's, i.e., an Additional Fee of $108,000. And if thereafter, 122 ILU's are constructed, bringing the total to 540 ILU's (= 418 + 122), then an Additional Fee of $3,000/ILU shall be paid for each of said 122 ILU's, i.e., an Additional Fee of $366,000 (= 122 ILU's x $3,000/ILU), for a total Additional Fee of $474,000 (= $108,000 + $366,000, all payable at one-half prior to building permit and one-half prior to certificate of occupancy.

(iv) Example 4 – Maximum Additional Fee. If 540 ILU's and 108 HCU's are constructed on 24.6 acres, then the maximum, total Additional Fee shall be Four Hundred Seventy-Four Thousand Dollars ($474,000) computed as follows:

$$
\begin{aligned}
(540 \text{ ILU's} + (108 \text{ HCU's}/3) - 418) \times \$3{,}000 &= \\
(540 + 36 - 418) \times \$3{,}000 &= \\
158 \times \$3{,}000 &= \$474{,}000
\end{aligned}
$$

3.2.4 Parking: Parking for the ILU's within the CCRC Development shall comply with Table 4.4 in the Residential Site Improvement Standards, N.J.A.C. 5:21-1.1, et seq. ("*RSIS*"), at 1.3 parking spaces per ILU where the number of bedrooms per unit is not shown on the plan, N.J.A.C. 5:21-4.14; and

parking for all HCU's shall be governed by the Nursing Home requirement in New Providence Ordinance 2013-11 (1 parking space for each 2 beds), all subject to such relief as may be granted under RSIS, including de minimis relief under N.J.A.C. 5:21-3.1.

3.3 No Density Variances: The density permitted for the Properties as set forth in this Article III is the maximum density permitted on the Properties. The Developer understands and agrees that it will not request an increase or variance from the permitted density.

ARTICLE IV - DEVELOPER OBLIGATIONS

4.1 Obligation To File Development Applications In Accordance With Ordinance, Concept Plan And The Elevations: It is the intention of the Parties to have the Developer file development applications, which will be consistent with the Inclusionary Concept Plan, attached as **Exhibit A**, the Inclusionary Ordinance, attached as **Exhibit B**, and the CCRC Concept Plan attached as **Exhibit C**. Except as provided in Section 3.3, nothing herein shall preclude the Developer from seeking reasonable variances, waivers or *de minimis* exceptions as part of the development applications.

4.2 Obligation To Maintain Affordable Housing Set-Aside And To Comply With All Affordable Housing Laws. Developer shall have an obligation to deed-restrict at least 59 of the residential units in the Inclusionary Development as very low, low or moderate income affordable units ("*Affordable Units*"). The 59 Affordable Unit obligation is based upon a 20% set-aside of the 297 total residential units in the Inclusionary Development; however, the Developer shall provide 59 Affordable Units even if the Developer elects to develop less than 297 units on the 100 Mountain Property.The Borough expects and supports the development of 297 age restricted units on the 100 Mountain Property.

4.3 Obligation To Comply With All Affordable Housing Laws And Maintain Creditworthiness of Units.

4.3.1 Developer and the Borough's affordable housing administrative agent ("*Administrative Agent*") shall work to ensure that the Affordable Units are constructed, marketed, and administered in accordance with applicable laws related to affordable housing in New Jersey, including the UHAC regulations and COAH's Prior Round regulations (collectively "*Affordable Housing Laws*"). All necessary steps shall be taken to ensure the continuing creditworthiness of all affordable units provided for under this Agreement. Such steps shall include but not be limited to (i) complying with the bedroom distribution of the affordable units; (ii) the split of very-low income units, low-income units, and moderate-income units; (iii) the phasing of the market units with the affordable units in accordance with all applicable regulations; (iv) appropriately marketing the affordable units; (v) screening potential applicants for the units to ensure that they qualify as very-low, low-, or moderate-income households; (vi) pricing the units at affordable rates; (vii) ensuring that the affordable units are properly deed restricted; (viii) enforcing any and all

other UHAC requirements and the requirements of the Court, COAH, or a successor agency as to the affordability of the units; (ix) addressing any reasonable monitoring requirements as may be imposed on the Borough with respect to the affordable units. For the purposes of this subparagraph, Parties assume current UHAC regulations and COAH Round 2 regulations (N.J.A.C. 5:93-1, et seq.) shall control.

4.3.2 In accordance with N.J.A.C. 5:80-26.11 each Affordable Unit shall remain subject to affordability controls for a minimum 30 year control period and until the municipality in which the unit is located elects to release the unit from such requirements.

4.3.3 The Parties agree that the Affordable Units are to be included in the Compliance Plan to be approved and credited by the Court in the Compliance Action and treated as age restricted affordable rental units, and that the credits will be applied as the Borough deems fit.

4.3.4 Developer will cooperate with and support the Borough's subsequent request for entry of a judgment of compliance provided that the Borough's Compliance Plan includes the Property consistent with this Agreement and will support the settled upon fair share, including any vacant land analysis and/or realistic development potential analysis.

4.3.5 Developer shall comply with the following distribution of very-low, low-, and moderate-income units in the Inclusionary Development: very-low (at least 13%) / low (up to 37%) / moderate (no more than 50%). The breakdowns shall therefore be as follows: at least 8 will be very-low, up to 22 will be low, and up to 29 will be moderate.

4.4 Obligation to Cooperate: Developer shall have the obligation to cooperate with Borough to advance the intent and purposes of this Agreement.

ARTICLE V - OBLIGATIONS OF THE BOROUGH

5.1 The Rezoning Ordinance: Upon the Court's approval of any settlement with Fair Share Housing Center to resolve the Compliance Action, the Borough shall, as set forth below, introduce and adopt the Ordinances that will permit the development of the Properties reasonably consistent with the (i) the Inclusionary Concept Plan, for development on the 100 Mountain Property, and (ii) the CCRC Concept Plan, for the development on the 575 Mountain Property within the time required by the Court. It is agreed that with respect to the Inclusionary Development, the Borough will be introducing the draft Inclusionary Ordinance attached as **Exhibit B** for adoption unless otherwise agreed to between the Parties.

Upon introduction of such Ordinances (the "Rezoning Ordinances"), the Borough shall refer the Rezoning Ordinances to the Planning Board for review and recommendation in accordance with the provisions and requirements of the Municipal Land Use Law, N.J.S.A. 40:55D-1, et. seq ("*MLUL*") or otherwise in accordance with the time frames that may be set by

the Court at the Fairness Hearing. The Rezoning Ordinance for the 100 Mountain Avenue Property shall be adopted by the Borough prior to the Borough seeking and the court granting a Judgement of Compliance and Repose.

5.2 Obligation To Include Project Into Borough's Affordable Housing Plan. The Borough shall incorporate the Inclusionary Development and, as appropriate, the CCRC Development, into the Compliance Plan for which it seeks the Court's approval.

5.3 Obligation To Cooperate: The Borough acknowledges that in order for Developer to construct the Inclusionary Development on the 100 Mountain Property, and the CCRC Development on the 575 Mountain Property, the Developer will be required to obtain any and all approvals and permits from (1) entities, boards or agencies which have jurisdiction over the Parties to this Agreement and the development contemplated hereby, and from (2) all relevant public entities and utilities; such as, by way of example only, the Borough, the Planning Board, the County of Union, the Union County Planning Board, the New Jersey Department of Environmental Protection, and the New Jersey Department of Transportation (collectively, "*Required Approvals*"). The Borough agrees to use all reasonable efforts to assist the Developer in its undertakings to obtain the Required Approvals.

5.4 Obligation to Maintain Proposed Re-Zoning of Property: The Borough agrees that if a decision of a court of competent jurisdiction in Union 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 affordable housing obligation for the Borough for the period 1987-2025 that would lower the Borough's affordable housing obligation beyond that established by COAH for the period 1987-1999 and/or this Court for the period 1999-2025, the Borough shall nonetheless implement the Rezoning Ordinances contemplated by this Agreement and take all steps necessary to support the development of the Inclusionary Development and CCRC Development contemplated by this Agreement.

5.5 Obligation to Refrain From Imposing Cost-Generative Requirements. The Borough recognizes that any development approvals for the 100 Mountain Property under this Agreement contemplate the development of an "inclusionary development" within the meaning of the Mount Laurel doctrine and as set forth in N.J.A.C. 5:93-10.1 and 5:93-10.2.

ARTICLE VI – MUTUAL OBLIGATIONS

6.1 Obligation To Comply with State Regulations: The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Inclusionary Development, the CCRC Development, or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

6.2 Mutual Good Faith, Cooperation and Assistance. The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the introduction and adoption of the Rezoning Ordinances, the

Required Approvals, the development of the Linde Properties consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

6.3 Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property ("*Notice[s]*") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and in addition, where feasible (for example, any transmittal of less than fifty (50) pages), by facsimile or electronic mail. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effected 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 LINDE:

Murray Hill LLC as successor to Linde North America, Inc.
John Mark, Esq.
200 Somerset Corporate Blvd.
Suite 7000
Bridgewater, NJ 08807
Phone: 908-771-4752
E-mail: john.mark@linde.com

With a copy to:

Craig M. Gianetti, Esq.
Day Pitney LLP
One Jefferson Road
Parsippany, NJ 07054
Phone: (973) 966 8053
E-mail: cgianetti@daypitney.com

TO THE BOROUGH:

Paul R. Rizzo, Esq
DiFrancesco, Bateman, et. al.
15 Mountain Blvd.
Warren, NJ 07059
Phone (908) 757-7800
Email: prizzo@newjerseylaw.net

With a Copy to:

Douglas R. Marvin, Administrator
Borough of New Providence
360 Elkwood Ave.
New Providence, NJ 07974
Phone: (908) 665-1400
E-mail: dmarvin@newprov.org

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

ARTICLE VII - MISCELLANEOUS

7.1 Necessity of Required Approvals: The Parties recognize that the site plans required to implement the Inclusionary Development and CCRC Development provided in this Agreement, and such other actions as may be required of the Planning Board or Borough under this Agreement, cannot be approved except on the basis of the independent reasonable judgment by the Planning Board and the Borough Council, as appropriate, and in accordance with their duties and the procedures established by law. Nothing in this Agreement is intended to constrain that judgment or to authorize any action not taken in accordance with procedures established by law, it being understood that any such action shall be in accordance with procedures established by law.

7.2 Default. In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived in writing by all of the other Parties for whose benefit such obligation is intended, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available.

7.3 Severability: Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provisions 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.

7.4 Successors Bound: The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors, affiliates and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors, affiliates and assigns. The following partial assignments of the rights hereunder are permitted:

a. The rights and obligations under this Agreement pertaining to the Inclusionary Development may be assigned to and assumed by an assignee who is a prospective developer of the Inclusionary Development on the 100 Mountain Property.

b. The rights and obligations under this Agreement pertaining to the CCRC Development may be assigned to and assumed by an assignee who is a prospective developer of the CCRC Development on the 575 Mountain Property.

In the event of any such partial assignment, the assignee shall have only the rights and obligations pertaining to the development which was the subject of such assignment, and any default by Linde or another assignee with respect to the other development shall not affect, or in any way impair, the rights or obligations of the non-defaulting assignee with respect to its development. For example, default by an assignee of rights pertaining to the Inclusionary Development shall not affect the rights or obligations of an assignee of rights pertaining to the CCRC Development; and each such assignee shall have the cure rights set forth under Section 7.2 with respect to its development.

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

7.6 No Modification: This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties or, in the event of a partial assignment reference above in Section 7.4, signed by the assignee whose rights and obligations are affected by such modification, amendment, or alteration.

7.7 Effect of Counterparts: This Agreement may be executed simultaneously in one (1) or more facsimile or PDF counterparts, each of which shall be deemed an original. Any facsimile or PDF counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth in this Agreement.

7.8 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 in this Agreement.

7.9 Interpretation: 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: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

7.10 Schedules: 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.

7.11 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, except for those terms and conditions set forth in the Agreement entered into between the Borough, Fair Share Housing Center, and Becton Dickinson, and Linde, in settlement of the Borough's Compliance Action, to which this Agreement is appended and included **[Erickson needs to review that other agreement].**

7.12 Intentionally Left Blank

7.13 Effective Date: The effective date ("*Effective Date*") of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement.

7.14 Waiver. The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

7.15 Captions. The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

7.16 Construction, Resolution of Disputes. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Union County. Service of any complaint may be effected consistent with the terms hereof for the delivery of "Notices," hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

7.17 Conflicts. The Parties acknowledge that this Agreement cannot be affected by the Compliance Action or any amendments to the Borough's Compliance Plan or Zoning Ordinances, and this Agreement shall control with respect to those matters as applied to the Property. As to any inconsistencies between the Required Approvals and this Agreement, the Required Approvals shall control.

7.18 Recitals. The recitals of this Agreement are incorporated by reference.

[*Signature Page to Follow.*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Attest:

Name: Craig M Gianetti, Esq.

CRAIG M. GIANETTI
Attorney at Law of New Jersey

MURRAY HILL, LLC. as successor to LINDE NORTH AMERICA, INC.

By: Linde Gas North America, LLC, sole member

By: _____
Name: John Mark, Esq.
Title: Secretary

Date: March 27, 2019

Attest:

_____
Name:

BOROUGH OF NEW PROVIDENCE,
A Municipal Corporation of the
State of New Jersey

By: _____
Name:
Title:

Date: _____, 2019

IN WITNESS WHEREOF, the Parties have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Attest:

MURRAY HILL, LLC. as successor to LINDE NORTH AMERICA, INC.

By: Linde Gas North America, LLC, sole member

_____
Name:

By: _____
Name: John Mark, Esq.
Title: Secretary

Date: _____, 2019

Attest:

BOROUGH OF NEW PROVIDENCE,
A Municipal Corporation of the
State of New Jersey

Wendi B. Barry
Name: WENDI B. BARRY, CLERK

By: Allen Morgan
Name: ALLEN MORGAN
Title: MAYOR

Date: 4/1/19, 2019

EXHIBIT A

CONCEPT SITE PLAN FOR INCLUSIONARY DEVELOPMENT



DEVELOPMENT PROGRAM

TOTAL ACRES:	21.5 ACRES
TOTAL DU per AC:	13.8 DU/AC
TOTAL NO. DU:	297 DU
TOWNHOMES:	50 DU
• TYPICAL UNIT	28'x55' (INTERIOR) 32'x55' (END)
APARTMENTS:	247 DU
• BUILDING TYPE "A"	112 DU
• BUILDING TYPE "B"	59 DU
• BUILDING TYPE "C"	32 DU
• BUILDING TYPE "D"	44 DU
• TYPICAL UNIT	1,050 SF
BUILDING HEIGHT	
• TOWNHOMES	2 1/2 STORIES
• BUILDING TYPE "A,B"	4 STORIES RESIDENTIAL OVER 1 LEVEL PARKING
• BUILDING TYPE "C,D"	3 STORIES RESIDENTIAL OVER 1 LEVEL PARKING
PARKING:	502 SP
• TOWNHOMES (2.4 SP/DU)	123 SP
• APARTMENTS (1.8 SP/DU)	451 SP
• GARAGE 285 SP	
• SURFACE 166 SP	
• CLUBHOUSE	10 SP

AGE-RESTRICTED COMMUNITY

DATE:08/13/2018

MINNO WASKO
ARCHITECTS AND PLANNERS

THE LINDE GROUP

100 MOUNTAIN AVE

NEW PROVIDENCE, NEW JERSEY

XX-XXXX-XX

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EXHIBIT B

DRAFT REZONING ORDINANCE

Planned Adult Community (PAC)

A. The purpose of the Planned Adult Community (PAC) District, which applies to Block 370 Lot 1, is to provide areas within the Borough designated for age-restricted, multi-family housing, including age-restricted affordable housing opportunities. The intent of this zone is to be developed as a single entity. Any development of this site shall respect the character of the existing single-family residential neighborhood that surrounds the site to the north and west. Additionally, buffers and screening along the perimeter of the site shall be provided pursuant to the standards herein. The Township's steep slope ordinance shall not apply to the PAC District. Should any other section of the Borough's Land Use Development Ordinance (Chapter 310 of the Borough's Revised General Code) contradict with the standards herein, this ordinance section shall take precedence.

   The development of the PAC shall be substantially consistent with the attached concept plan, dated August 13, 2018.

B. Definitions:

   AGE-RESTRICTED UNIT: A housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population where the head of household is a minimum of 62 years, or 55 and meets the provisions of the 42 U.S.C. §§3601 et seq., except that due to death, a remaining spouse of less than 55 years of age shall be permitted to continue to reside.

C. Principal permitted uses:

   a. Age-restricted multi-family dwellings

   b. Age-restricted townhouses

D. Permitted accessory uses:

   a. Private parks and playgrounds

   b. Private recreation buildings and facilities

   c. Garages and off-street parking facilities

   d. Structured parking beneath the multi-family housing.

   e. Uses customary and incidental to the principal use

E. The following bulk standards shall apply:

   a. Minimum Lot Area: 21 Acres

   b. Minimum Building Setbacks:

      i. From Mountain Avenue: 100 feet for 3 residential stories with and without underground parking; 150 for 4 residential stories with and without underground parking.

      ii. From Southgate Road: 40 feet

      iii. From Ryder Way: 80 feet

iv. From internal streets: 12 feet

c. Minimum Distance Between Buildings: No portion of a building shall be closer to another building than 50% of its height. In the event the adjacent buildings are different heights, the higher height shall govern.

d. Minimum Parking Setback for Multi-Family Residential Buildings: Surface parking areas shall be set back a minimum of 12 feet from the principal building.

e. Townhouse Driveways: Driveways shall be a minimum of 18 feet between the sidewalk and garage.

f. Maximum Building Height, measured in accordance with §310-6 of the Borough's Zoning and Land Use Ordinance:

i. Townhouses: 2.5 stories / 35 feet

ii. Multi-Family buildings: 3 stories / 40 feet; 4 stories / 50 feet. The height may increase another story and 15 feet for multi-family buildings with structured parking.

iii. Clubhouse: 25 feet

iv. All other accessory structures: 15 feet

g. Maximum Building Coverage: 25%

h. Maximum Impervious Coverage: 50%

F. Minimum Off-Street Parking: same as RSIS

G. Maximum Density: 297 dwelling units.

H. Affordable Housing

a. 59 rental units shall be set-aside for very-low, low- and moderate-income households.

b. The affordable units shall be located throughout the multi-family units and not clustered in a concentrated location.

c. The development of all affordable units shall comply with the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et. seq. or any successor legislation.

d. A minimum of 50% of all affordable units shall be affordable to very-low and low-income households. All other affordable units shall be affordable to moderate-income households.

e. A minimum of 13% of all affordable units will be affordable to very-low income households.

f. All aspects of the affordable housing component of the tract, including but not limited to monitoring, advertisement, eligibility, controls, and restrictions, shall be in conformance with the UHAC regulations and the court approved affordable housing ordinance.

I. Buffers

a. There shall be a buffer area that surrounds the entire perimeter of the site. The buffer area shall be 100 feet off Mountain Avenue, 40 feet off Southgate Road, and 80 feet off Ryder Way.

b. Buffering shall be located to minimize headlights of vehicles, noise, light from structures, the movement of people and vehicles and to shield activities from adjacent properties when necessary. Buffering may include but not be limited to fencing, walls, evergreens, shrubs, landscaping, berms, rocks, boulders, open space, ponds, steep slopes, deciduous trees or combinations thereof to achieve the stated objectives.

c. Extensive buffering shall be required where intensive land uses abut less intensive uses (i.e. single-family to townhouses/multifamily). Existing natural vegetation, if appropriate for the above stated purposes, shall be retained.

d. No buildings, signs, structures (including stormwater facilities), storage of materials, roadways or parking shall be permitted within the buffer areas, with the exception of access roads into the development and freestanding signs, in accordance this section.

J. Signage

a. The provisions of §310-33, entitled "Signs" and amended by Ordinance 2011-20, shall govern any provisions regarding signage not addressed herein. Where there is conflict between §310-33 and this ordinance, this ordinance shall take precedence.

b. One freestanding sign is permitted at each main entrance to the development. Each sign shall not exceed 50 square feet per side. The sign may or may not be illuminated.

c. Freestanding signs shall be setback a minimum of 15 feet from the lot line.

d. Freestanding signs shall be setback a minimum of 12 feet from internal roadways.

e. Directional signs are permitted on all internal roadways. Directional signs shall be consistent with each other and the tract's other signage.

f. Numbers indicating the addresses of the multi-family residential buildings are permitted to be hung on the exterior walls, not to exceed 8 square feet and not to protrude more than 6 inches from the building's surface.

K. Additional Standards

a. Two or more principal uses are permitted on a single tract.

b. The multi-family units shall include a recreational amenity, such as a clubhouse or senior center.

c. To the extent feasible, the existing forested areas of the tract shall be maintained.

d. Access roads to the tract shall be permitted from Southgate Road and/or Ryder Way. No access road shall be permitted to extend from Mountain Avenue.

e. Surface parking lots shall include landscaped medians and/or islands.

f. For surface parking areas associated with multi-family structures, a minimum of 10% of the surface area shall be landscaped and shall include one shade tree for every 20 parking spaces.

g. Multi-family buildings shall not contain more than 135 units.

h. No building shall be in excess of 400 feet in length. However, any building in excess of 200 feet shall have significant articulation and offsets so as to not create a monolithic and overbearing aesthetic.

i. No dwelling unit and/or room intended for human habitation shall be located in a basement, cellar or attic, with the exception that a townhouse structure may have a basement/cellar that contains a family room or recreation room.

j. Generator power is required for the multi-family clubhouse and elevators

L. Design Standards

Any deviation from the following standards shall trigger waiver relief.

a. Landscaping.

i. Any landscaping which, within 2 years of planting dies for any reason, shall be replaced by the developer(s) at their expense by way of written agreement.

ii. A minimum 3-foot wide landscape strip (e.g. grass and street trees) shall be provided between the curb and the sidewalk (where required by RSIS) along all internal streets.

iii. Street trees shall be planted 40 feet apart within the landscape strip along all internal streets.

iv. Street trees shall be at least 2.5 inch caliper at planting. Evergreen trees shall be at least 6 feet tall at planting. All trees shall adhere to the American Standards for Nursery Stock.

v. All areas not occupied by buildings, roadways, parking areas, patios, walkways, and/or any other impervious surface shall be adequately landscaped.

vi. No landscaping at any location shall interfere with site triangles.

b. Exterior Lighting.

i. Exterior lighting fixtures shall not create excessive glare or light levels or direct light onto neighboring buildings or properties.

ii. All building entrances to multi-family structures shall be illuminated by exterior lighting.

iii. For parking lots, light poles shall not exceed 18 feet in height.

iv. Street lights shall be provided along all internal streets at a height not to exceed 18 feet.

c. Circulation.

i. The development of the tract shall take into consideration both the vehicular and pedestrian movement of the site.

ii. Sidewalks shall be provided throughout the entire tract (where required by RSIS), providing access to all structures and parking areas.

iii. Sidewalks shall have a minimum clearance of 4 feet in width. Sidewalk clearance must not be less than the minimum levels set by the Americans with Disabilities Act.

iv. All intersections shall contain handicapped accessible ramps.

v. All intersections shall contain crosswalks.

vi. All crosswalks shall be a minimum of 5 feet in width.

d. Utilities.

i. Utilities shall be as visually unobtrusive as possible.

ii. Meters and access panels shall be integrated with street and building design.

iii. Transformers and primary and back-up generators shall be located interior to the building or vaulted underground within the pavement area of an internal street.

iv. The existing substation shall be appropriately screened by landscaping.

e. Refuse and Recycling.

i. For multi-family construction:

1. No refuse and recycling storage and collection areas shall be permitted between the front of a building and the street.

2. All outside refuse and recycling storage areas shall conform to the perimeter setbacks as established herein.

3. Outdoor refuse and recycling containers shall be screened with a durable enclosure, so as to not be visible by interior roads or adjacent properties. Landscaping and/or fencing may be used as additional screening measures.

4. Refuse and recycling areas shall be designed to appropriately contain all refuse generated on site.

5. There shall be clear and unobstructed access to all refuse and recycling areas for collection vehicles.

f. Sustainable Building Design

1. Development shall comply with Energy Star Guidelines.

EXHIBIT C
CONCEPT SITE PLAN FOR CCRC DEVELOPMENT



LANTERN HILL

ERICKSON SENIOR LIVING

LANTZ-BOGGIO ARCHITECTS

Add more Living to your Life®

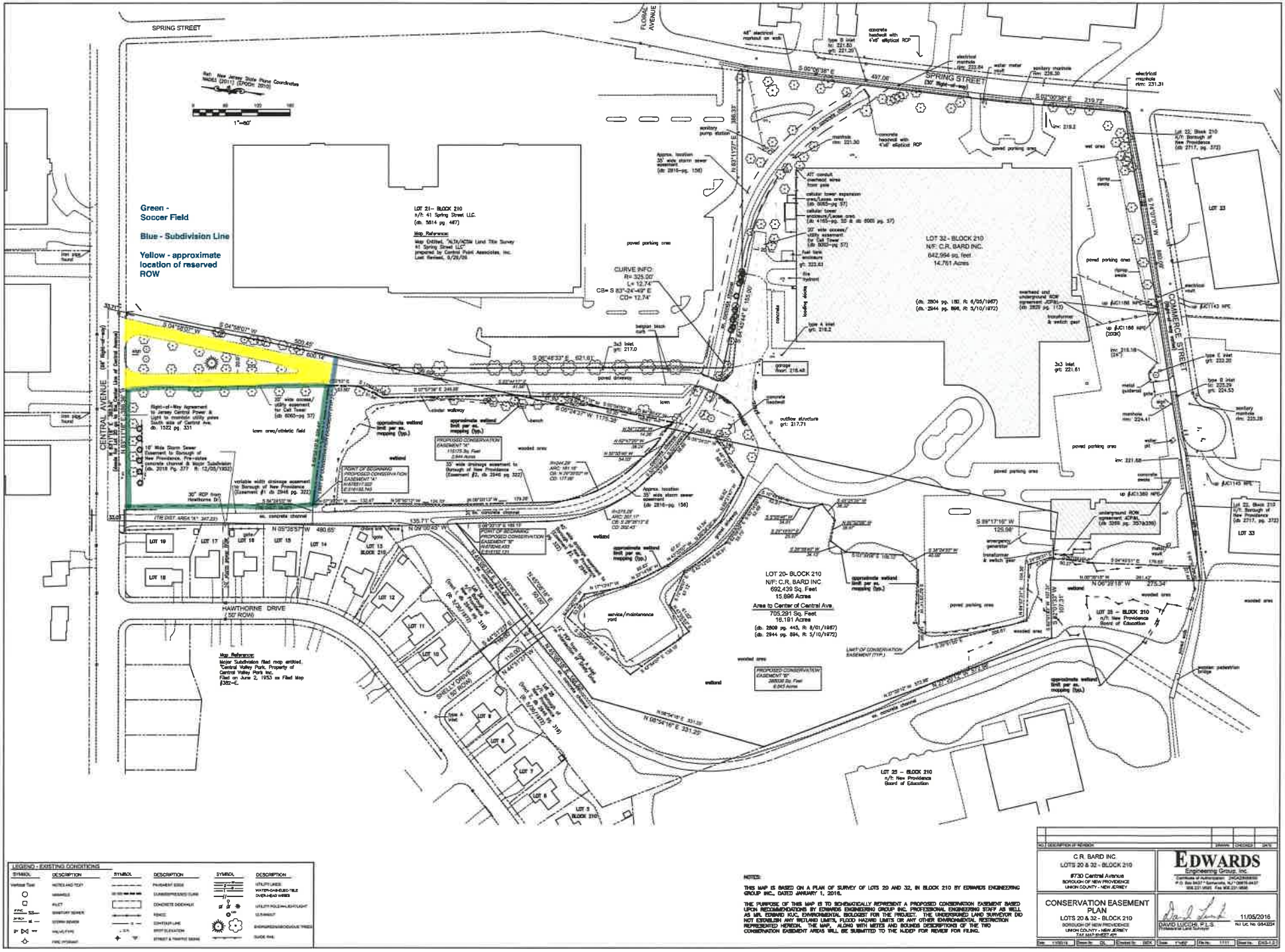
MASTER PLAN

1"=180'-0" @ 11 X 17

2018-05-08

Exhibit C

Site Plan of Becton Dedication to Borough for Soccer Field



LEGEND - EXISTING CONDITIONS

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
Vertical Text	NOTES AND TEXT		PAVEMENT EDGE		UTILITY LINES: WATER-GAS-ELECTRIC OVER-HEAD WIRES
	MANHOLE		CURB/DEPRESSED CURB		UTILITY POLE/HIGHT/LIGHT
	INLET		CONCRETE SIDEWALK		LIGHTPOST
STM SS	SANITARY SEWER		FENCE		ENDANGERED/NOXIOUS TREES
SAN STM	STORM SEWER		CONTOUR LINE		GUIDE RAIL
	VALVE/TYPE		SPOT ELEVATION		
	FIRE HYDRANT		STREET & TRAFFIC SIGNS		

NOTES:

THIS MAP IS BASED ON A PLAN OF SURVEY OF LOTS 20 AND 32, IN BLOCK 210 BY EDWARDS ENGINEERING GROUP INC., DATED JANUARY 1, 2016.

THE PURPOSE OF THIS MAP IS TO SCHEMATICALLY REPRESENT A PROPOSED CONSERVATION EASEMENT BASED UPON RECOMMENDATIONS BY EDWARDS ENGINEERING GROUP INC. PROFESSIONAL ENGINEERING STAFF AS WELL AS MR. EDWARD KUC, ENVIRONMENTAL BIOLOGIST FOR THE PROJECT. THE UNDERSIGNED LAND SURVEYOR DID NOT ESTABLISH ANY WETLAND LIMITS, FLOOD HAZARD LIMITS OR ANY OTHER ENVIRONMENTAL RESTRICTION REPRESENTED HEREON. THE MAP, ALONG WITH METES AND BOUNDS DESCRIPTIONS OF THE TWO CONSERVATION EASEMENT AREAS WILL BE SUBMITTED TO THE NJDEP FOR REVIEW FOR FILING.

NO.	DESCRIPTION OF REVISION	DRAWN	CHECKED	DATE

C.R. BARD INC.
LOTS 20 & 32 - BLOCK 210
#730 Central Avenue
BOROUGH OF NEW PROVIDENCE
UNION COUNTY - NEW JERSEY

EDWARDS Engineering Group, Inc.
Certificate of Authorization: 24GA28006600
P.O. Box 8437 * Somerville, NJ * 08876-8437
908.231.9595 Fax 908.231.9696

CONSERVATION EASEMENT PLAN
LOTS 20 & 32 - BLOCK 210
BOROUGH OF NEW PROVIDENCE
UNION COUNTY - NEW JERSEY
TAX MAP SHEET #21

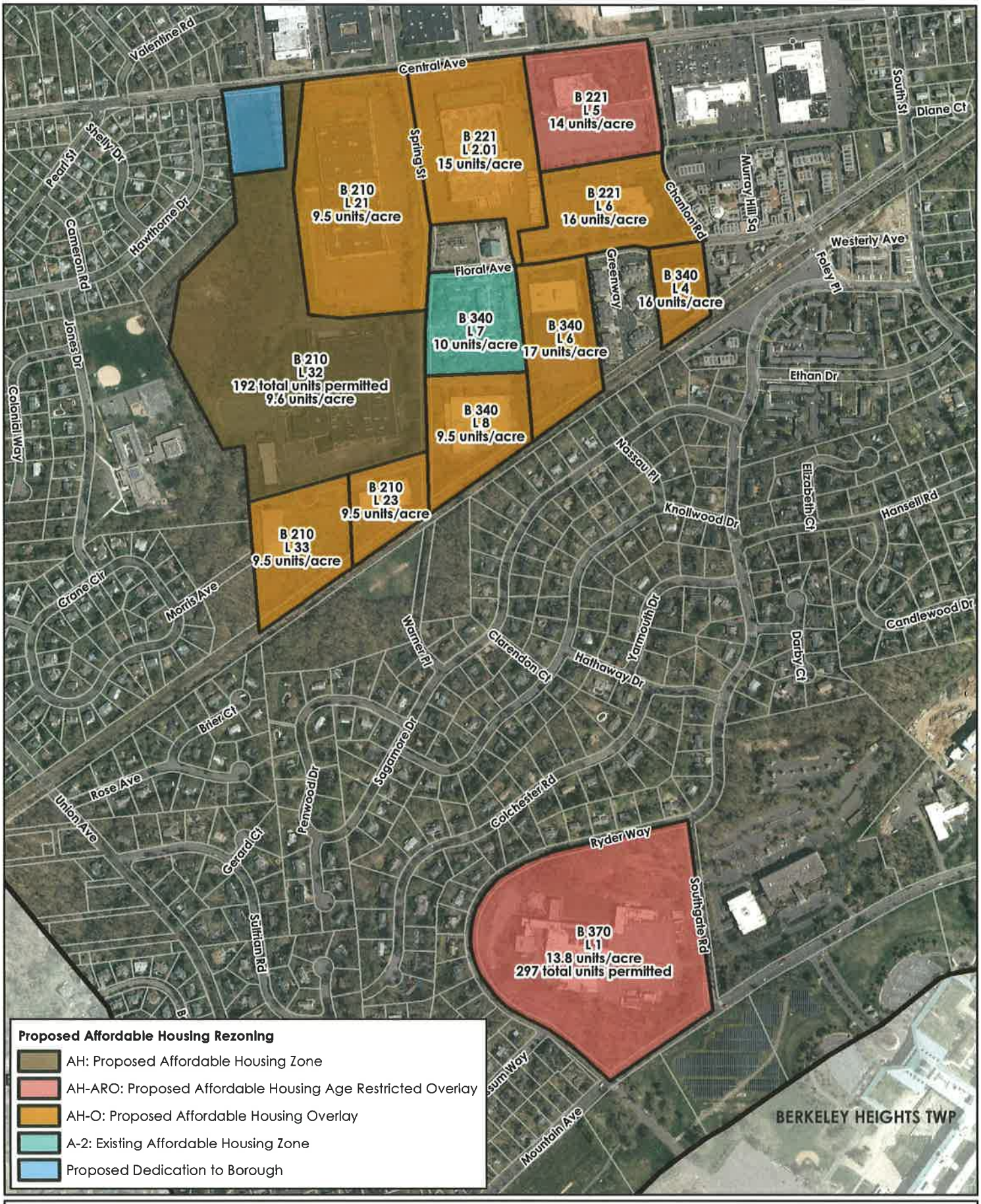
DAVID LUCCHI, P.L.S.
Professional Land Surveyor
11/05/2016
NJ Lic. No. GS43224

Date: 11/05/16	Drawn By: DL	Checked By: DLK	Scale: 1"=60'	File No.: 1111	Sheet No.: SHEET 1 OF 1

Exhibit D

Map of Affordable Housing

Rezoning



N W E S

0 300 600 Feet

Source: NJOGIS, NJGIN, NJDEP, NJDOT

Proposed Rezoning

New Providence, NJ

HGA
HEYER, GRUEL & ASSOCIATES

January 29, 2019

Exhibit E

REGIONAL INCOME LIMITS

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)).

APPENDIX B

Court Order, April 8, 2019

Steven A. Kunzman, Esq. (Arty I.D. # 012731981)
Our File No.: C22117
DIFRANCESCO, BATEMAN, KUNZMAN, DAVIS, LEHRER & FLAUM, P.C.
15 Mountain Boulevard
Warren, New Jersey 07059
Tele: 908-757-7800
Attorneys for Borough of New Providence

IN THE MATTER OF THE ADOPTION OF THE BOROUGH OF NEW PROVIDENCE FOR A JUDGMENT OF COMPLIANCE OF ITS THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN.	SUPERIOR COURT OF NEW JERSEY CIVIL DIVISION: UNION COUNTY DOCKET NO: UNN-L-2442-15 *Civil Action* **ORDER ON FAIRNESS AND PRELIMINARY COMPLIANCE HEARING**

THIS MATTER having been opened to the Court by DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C., attorneys for the Borough of New Providence (hereinafter referred to as "Borough" or "New Providence"), Steven A. Kunzman, Esq., appearing, in the presence of counsel for Interested Parties, Kevin D. Walsh, Esq., attorney for Fair Share Housing Center, Inc. ("FSCH"); Craig M. Gianetti, Esq. (Day, Pitney) counsel for Murray Hill, LLC. as successor to Linde North America, Inc. ("Linde"); James G. Webber, Esq. and Samantha Alfonso, Esq. (Dempsey, Dempsey, and Sheehan) for Becton Dickinson/C.R. Bard ("Becton"); Norman Klein, Esq., (Carlet, Garrison, Klein, & Zaretsky) counsel for Shelborne Spring, LLC, and the Court Appointed Special Master, Kendra Lelie, PP, AICP, LLA , by way of Fairness and Preliminary Compliance Hearing held pursuant to and in accordance with East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996); and sufficient notice of this hearing having been given in accordance with In the Matter of the Adoption of N.J.A.C. 5:96 & 5:97 by the New

Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV") and Morris County Fair Housing Council v. Boonton Tp.,. 197 N.J. Super. 359 (Law Div. 1984); and the Court having considered the Special Master's report dated April 1, 2019 and the testimony of the Court-appointed Special Master, and the Court having considered the Settlement Agreements entered into between New Providence, FSHC, Becton, and Linde dated April 1, 2019; and the Court having considered the testimony and presentations of the Borough, the Special Master, FSHC, Linde, and Becton at the time of the hearing; and good cause having been shown;

IT IS on this 8th day of April 2019, **ORDERED** that:

1. The Court finds that the Settlement Agreements are fair and adequately protect the interests of low and moderate income persons within New Providence's housing region based upon the criteria set forth in East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996) for approving a settlement of Mount Laurel litigation; and

2. The Court preliminarily finds that the Borough's proposed plan to comply with the agreed upon Third Round Obligation is facially constitutionally compliant and provides a fair and reasonable opportunity for New Providence to meet its obligation under Mount Laurel IV, subject to New Providence's satisfaction of the list of conditions set forth in the Court's Special Master's report of April 1, 2019, and subject to the Court's approval by way of a Final Compliance Hearing to be held as hereinafter set forth; and

3. A Final Compliance Hearing is hereby scheduled for September 23, 2019 at 10:00 AM, by which time New Providence shall have complied with the above-referenced conditions, shall have submitted to the Special Master for review and comment New Providence's Housing Element and Fair Share Plan and all Resolutions and Ordinances required to implement the Housing Element and Fair Share Plan, and shall have provided for the

Planning Board of the Borough to finalize and adopt the Housing Element and Fair Share Plan and the New Providence Borough Council to endorse same and to adopt all necessary effectuating Resolutions and Ordinances; and

4. The temporary immunity previously granted to New Providence herein is hereby extended until and through the day following the completion of the Final Compliance Hearing herein scheduled and the entry of an Order granting a Final Judgement in this matter; and

5. A copy of this Order shall be served upon all parties on the service list in this matter with 7 days of New Providence's receipt thereof, and it has been uploaded to eCourts by this Court.

K. M. Cassidy

HONORABLE KAREN CASSIDY, A.J.S.C.

All counsel consent to this form of order.

APPENDIX C

2015 Vacant Land Adjustment

Affordable Housing Report

Borough of New Providence
Union County, New Jersey

October 2015

Prepared by:

Heyer, Gruel & Associates
Community Planning Consultants
236 Broad Street
Red Bank, NJ 07701
732-741-2900



The original of this report was signed and
sealed in accordance with N.J.S.A. 45:14A-12.

_____
Susan S. Gruel, P.P. #1955

_____
Fred Heyer, AICP, P.P. #3581

_____
Helen Zincavage, Associate Planner

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III. Vacant Land Analysis 7

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I. Executive Summary

This report has been prepared to assess the extent of vacant land in New Providence that may be used to determine the Borough's Realistic Development Potential (RDP) to provide its fair share of low and moderate income housing. It updates a previous Vacant Land Adjustment that was granted to New Providence in June 1989 based upon the statutory requirements for conducting Vacant Land Adjustments established in N.J.S.A 5:93-4.2.

In total, 56 vacant private- and publicly-owned lots were analyzed for potential residential development. After excluding all environmentally-constrained and undersized properties, nine (9) vacant lots in New Providence are considered developable, either in whole or in part. The nine lots total **10.2 developable acres** across four sites. Taking into consideration maximum reasonable densities for the four sites, the Realistic Development Potential (RDP) for new affordable housing in New Providence is a maximum of **14 *units***. More detailed descriptions of the developable sites and the methodology used to identify them follow later in this report.

II. Background on Affordable Housing in New Providence

History of New Providence's Fair Share Housing Obligation and Compliance

New Providence received first round substantive certification on September 18, 1989. A Vacant Land Adjustment was approved during the course of certification, reducing the Borough's 135 unit obligation to a 54-unit Realistic Development Potential (RDP), and an 81-unit unmet need.

Continuing its active compliance with Mount Laurel obligations, New Providence received second round substantive certification on August 15, 1998. This second round certification was extended until May 11, 2005, and expired on December 20, 2005.

The Borough most recently applied for third round substantive certification on December 30, 2008, for Housing Element and Fair Share Plan that had been officially adopted in November 2008. Substantive certification was not, however, granted at that time due to the filing of objections from two parties in April 2009. The Borough was given a deadline of July 13, 2010 to amend its Housing Element and Fair Share Plan to address additional information requested by COAH. The deadline was met with a new Housing Element and Fair Share Plan adopted in June 2010 and submitted to COAH. COAH deemed the submission complete on October 7, 2010, but substantive certification was ultimately not granted.

The 2010 Housing Plan "maintains the approach set forth within the Borough's previously certified Plan to address its prior round obligations including reliance on its previously granted Vacant Land Adjustment,"[1] as allowed by NJAC 5:97-5.1(c).

As demonstrated in the 2010 Plan, New Providence met its prior round RDP through a combination of prior cycle units, inclusionary developments, 100% affordable developments, and alternative living arrangements. The 2010 plan proposed additional strategies for addressing the 81 unit unmet need, and a growth share obligation, which has since been invalidated by the New Jersey Supreme Court's March 2015 decision to return fair share determinations to the prior round methodology and judicial oversight.

Table 1. New Providence's Affordable Housing Obligation, 1986-present

Round	Prior Round Obligation	Vacant Land Adjustment	Unmet Need	Third Round Obligation	Present Need (Rehabilitation) Obligation
First and Second Round	135	54	81	-	
Third, second revision (2008)	0		81	187	19

[1] 2010 Housing Plan Element and Fair Share Plan, p. 3.

III. Vacant Land Analysis

Vacant Land Assessment Methodology

The current analysis identified and examined lots belonging to three types of property classes; vacant (1), publicly owned (15C), and otherwise tax exempt (15F). Tax Assessment data (2015) was attached to an updated parcel base using a Geographic Information System (GIS).

First, the analysis identified all vacant lots within the 1, 15C, and 15F property classes in New Providence by querying and extracting those properties with an entry in the Building Description field or with a number other than 0 in the Building Assessment field. Those parcels have improvements and were removed from the analysis. The remaining parcels were then visually inspected in aerial photography. Parcels containing unassessed improvements (such as parking lots for adjacent uses or utility infrastructure), parcels belonging to another non-local government entity, and parcels permanently preserved as open space through the New Jersey Green Acres program, deed restriction, or conservation easement were also removed.

Second, the final set of 56 vacant properties were analyzed for limitations to development caused by environmental constraints based upon those listed in N.J.S.A 5:93-4.2,[2] listing on the National or State inventory of Historic Places,[3] or inadequate lot size.[4] See Appendix C for a map of development constraints in New Providence.

Lastly, all unconstrained properties were examined for accessibility from the public right of way. No identified properties in New Providence were found to be inaccessible. See Appendix D for a tabular summary of the 56 vacant parcels that were analyzed for development suitability. Reasons for excluding each property from the final Vacant Land Inventory are given in the table.

Vacant Land Assessment Findings

In total, 56 vacant private- and publicly-owned lots were analyzed for their development potential. After excluding all environmentally-constrained and undersized properties, nine (9) vacant lots in New Providence are developable. The nine lots total **10.2 developable acres** across four sites. The table in Appendix E details the properties included in New Providence's final Vacant Land Inventory.

---

[2] Environmentally constrained areas include those lands located in wetlands, 100-year floodplain, a 300-foot buffer around Category 1 waterways, and/or steep slopes in excess of 15% (the threshold of New Providence's municipal steep slope ordinance).

[3] New Providence contains only one property listed on the National and State Registers of Historic Places, and it is part of the rail system, not relevant to the current analysis.

[4] Half an acre was chosen as the cut-off for developable properties because if developed at appropriate densities, they would not yield any affordable units.

Table 2. Final Vacant Land Inventory for the Borough of New Providence

Site ID	Block	Lot	Owner	Property Location	Zone	Total Area (Acres)	Developable Area (Acres)	Notes
A	123	1	CLEARWATER CLUB CORP	99 DIVISION AVE	R-1	3.9	3.4	
B	310	2	LUCENT TECHNOLOGIES, INC-%M F POER	550 SOUTH ST	A-2	1.8	1.4	
	311	3	LUCENT TECHNOLOGIES, INC-%M F POER	450 MOUNTAIN AVE	A-2	1.9	1.9	
C	25	30	COUNTY OF UNION ADMIN BLDG	CENTRAL AVE	R-2	3.7	0.9	
D	362	1	BOROUGH OF NEW PROVIDENCE	335 UNION AVE	R-1	0.7	0.5	
	365	1	BOROUGH OF NEW PROVIDENCE	2 CHESTNUT ST	R-1	2.2	0.6	
	366	2	BOROUGH OF NEW PROVIDENCE	385 UNION AVE	R-1	1.6	1.0	
	372	7	BOROUGH OF NEW PROVIDENCE	395 UNION AVE	R-1	0.1	0.1	Adjacent to lot 8 of block 372 and under common ownership, together yielding .6 acres of developable land.
	372	8	BOROUGH OF NEW PROVIDENCE	2 SPRUCE ST	R-1	0.6	0.5	Adjacent to lot 7 of block 372 and under common ownership, together yielding .6 acres of developable land.
			Total Developable Acreage:				**10.2**	

Consistency with Previous Vacant Land Assessments

A Vacant Land Adjustment (VLA) for New Providence was granted in June 1989 as part of the Borough's first round substantive certification. COAH found that the Realistic Development Potential for new affordable housing construction was 54 units, leaving a remaining unmet need in the Borough of 81 units.

The 1989 Vacant Land Adjustment identified seven vacant sites of sufficient size (over .5 acre) that could be developed with additional housing units. The sites are listed in the following table:

Site ID	Block	Lot(s)	Developable acreage (acres as reported in 1989)	Notes
1	210	20	15.99	Stream channelized through it, not suitable
2	123	1	3.77	
3	103	24	2.5	
4	234	15, 17, 19, 20, 27	2.1	Zoned A-2
5	310	1, 2	2.5	Lot 2 has a stream
6	311	3	2.04	Zone A-2
7	192	27	1.03	Could also include property that is a paper street

A second inventory identified nine municipally-owned sites, which were "excluded from the calculation of vacant and developable land, because of the three percent recreational land exemption, but are nevertheless potentially suitable as sites for inclusionary housing development or for senior citizens housing."[5] Though the list includes nine sites, six were determined to be undevelopable because they were either permanently preserved on the ROSI, serving as recreation facilities, or used as an accessory use to a school. Those that were suitable for development include the sites in the following table:

Site ID	Block(s)	Lot(s)	Developable acreage (acres as reported in 1989)	Notes
1 (15C)	50	14	.75	Planned to contain 22 affordable units
8 (15C)	341	25	2.44	Vacant
9 (15C)	361-368			"Tea" lots that are vacant but which may be environmentally constrained

[5] 2010 Housing Plan Element and Fair Share Plan, Appendix C.

The following table compares the vacant developable sites from the 1989 VLA and from the 2015 VLA.

Table 3. Comparison of the 1989 and 2015 Vacant Land Assessments

Site ID 1989 VLA	Included in 2015 VLA?	Site ID in 2015 VLA	Block	Lot	Developable Acreage		Notes
					As reported in 1989	As reported in 2015	
1	No	-	210	20	15.99	0	Now part of lot 32, an industrial property. A large portion of the undeveloped area is environmentally constrained.
2	**Yes**	**A**	**123**	**1**	**3.77**	**3.4**	**Vacant lot with more than 0.5 developable acres.**
3	No	-	103	24	2.5	0	Inclusionary development (Spring Gardens) constructed in 2008.
4	No	-	234	15, 17, 19, 20, 27	2.1	0	Inclusionary for-sale development (Riverbend) currently under construction.
5	**Yes**	**B**	**310**	**1, 2**	**2.5**	**1.4**	**Vacant lot with more than 0.5 developable acres.**
6	**Yes**		**311**	**3**	**2.04**	**1.9**	**Vacant lot with more than 0.5 developable acres.**
7	No	-	192	27	1.03	0	Inclusionary for-sale development (Stonefields at New Providence) completed in 2012.
1 (15C)	No	-	50	14	.75	0	Developed into low-income age-restricted rental units (Elizabeth Barabash Manor) in 1997.
8 (15C)	No	-	341	25	2.44	0	Now preserved on the ROSI.
9 (15C)	**Yes**	**D**	**362, 365, 366, 372, 372**	**1, 1, 2, 7, 8**	**2.7**	**2.7**	**"Tea lots" Vacant lots with more than 0.5 developable acres.**
Newly included properties (not included in 1989 VLA)							
-	**Yes**	**C**	**25**	**30**	**-**	**0.9**	**Portion of a publicly-owned lot that is not environmentally constrained.**

Total developable acres 1989 – 35.82 **Total developable acres 2015 – 10.2**

The table demonstrates that many of the vacant lots identified in 1989 have since been developed into apartment and condominium units. Many of these projects have had an affordable component. Any lots that are still vacant and unpreserved lands have been retained in the present analysis. One property, lot 30 of block 25, has been added. The majority of this publicly-owned parcel is environmentally constrained, but there are 0.9 acres in its southern portion that are developable accessible via Central Ave.

IV. Realistic Development Potential

The current analysis identified four sites that are developable and contribute to New Providence's Realistic Development Potential (RDP).

The following sites and corresponding densities are included in the overall calculation of the Borough's RDP:

Site	Developable Acreage	Zoning	Density	Total Units	RDP
A	3.4	R-1	6 dwelling units per acre	20	4 units
B	3.3	A-2	10 dwelling units per acre	33	6 units
C	0.9	R-2	8 dwelling units per acre	7	1 unit
D	2.7	R-1	6 dwelling units per acre	16	3 units

Assuming a maximum set-aside rate of 20%, New Providence has a RDP of **14 affordable units** due to an extremely limited supply of available vacant land.

V. Conclusion

Due to an extreme lack of available developable vacant land, the Borough of New Providence can only presently accommodate a limited number of new market and affordable housing units. Vacant land analyses have been performed previously. The 1989 VLA found approximately 35.82 acres of available land and a Realistic Development Potential for affordable housing of 54 units.

The present Vacant Land Adjustment updates the previous vacant land and RDP determinations. This analysis identified 10.2 acres of developable vacant land in New Providence, applied the minimum presumptive densities of 6 dwelling units per acre, 8 dwelling units per acre, and 10 dwelling units per acre with a 20% set-aside, and found a current RDP of 14 affordable units.

CHATHAM TOWNSHIP

SUMMIT CITY

MOUNTAINSIDE BORO

BERKELEY HEIGHTS TOWNSHIP

SCOTCH PLAINS TOWNSHIP

WOODBINE CIR
NEWCOMB DR
PINE WAY
ASHWOOD RD
SHERWOOD RD
ALDEN RD
COMMONWEALTH AVE
PITTSFORD WAY
VISTA LA
CRESCENT DR
WALKER DR
ELKWOOD AVE
WALTON AVE
PINE CT
INWOOD RD
LAUREL DR
WILLOW ST
PITNEY AVE
MADISON AVE
CLINTON AVE
CHARWOOD RD
JANE RD
ACADEMY ST
ROUTE 512
MILL POND RD
DELWICK LA
MIDVALE DR
DIVISION AVE
EIGHTH ST
FOURTH ST
PRIMROSE DR
HICKSON DR
GALES DR
RUNNYMEDE PKWY
HOLMES AVE
SIXTH ST
BADGLEY DR
MAPLE AVE
UNION COUNTY 647
FIFTH ST
OX BOW DR
CHARNWOOD RD
RIDGE DR
WESLEY CT
TERRACE RD
FOURTH ST
CONSTANCE RD
PRIMROSE DR
E SECOND ST
STONERIDGE RD
ACORN DR
OVERHILL RD
SLOPE DR
EVERGREEN AVE
PEWTER LA
WHITMAN RD
FIRST ST
WEST VIEW AVE
POTTER ST
MARION AVE
LIVINGSTON AVE
GRANT AVE
ALISON CT
ASPEN CT
TALL OAKS DR
KENDRICK RD
HILLSIDE TER
PIONEER DR
HIGH ST
DOGWOOD LA
MAGNOLIA DR
RADCLIFF DR
DELAWARE AVE
CENTRAL AVE
SALEM RD
NORTHVIEW RD
FOREST RD
WOODLAND RD
DIANE CT
CHANLON AVE
SPRING ST
EARL PL
FAIRMOUNT RD
FAIRVIEW AVE
UNION AVE
PEARL ST
FLORAL AVE
GREENWOOD RD
THE FELLSWAY
ELM ST
CLUB LA
CLUB DR
WALNUT ST
JOHNSON DR
GALLINSON DR
ETHAN DR
COLONIAL WAY
JONES DR
COMMERCE DR
NASSAU PL
ELIZABETH CT
HANSELL RD
OAKWOOD DR
DORR RD
HILLARY PL
KLINE PL
YARMOUTH CT
DARBY CT
CANDLEWOOD DR
BRIER CT
ROSE AVE
SAGAMORE RD
KNOLLWOOD DR
HATHAWAY DR
SOUTHGATE RD
SULFRIAN RD
COLCHESTER RD
PRINCETON DR
FOX RUN
POSSUM WAY
UNION COUNTY 622
BALDWIN DR
FROST LA
MARTINS LA

New Providence
Vacant Land Assessment
Appendix A

Existing Land Use

HEYER GRUEL & ASSOCIATES

October 2015

Parcels

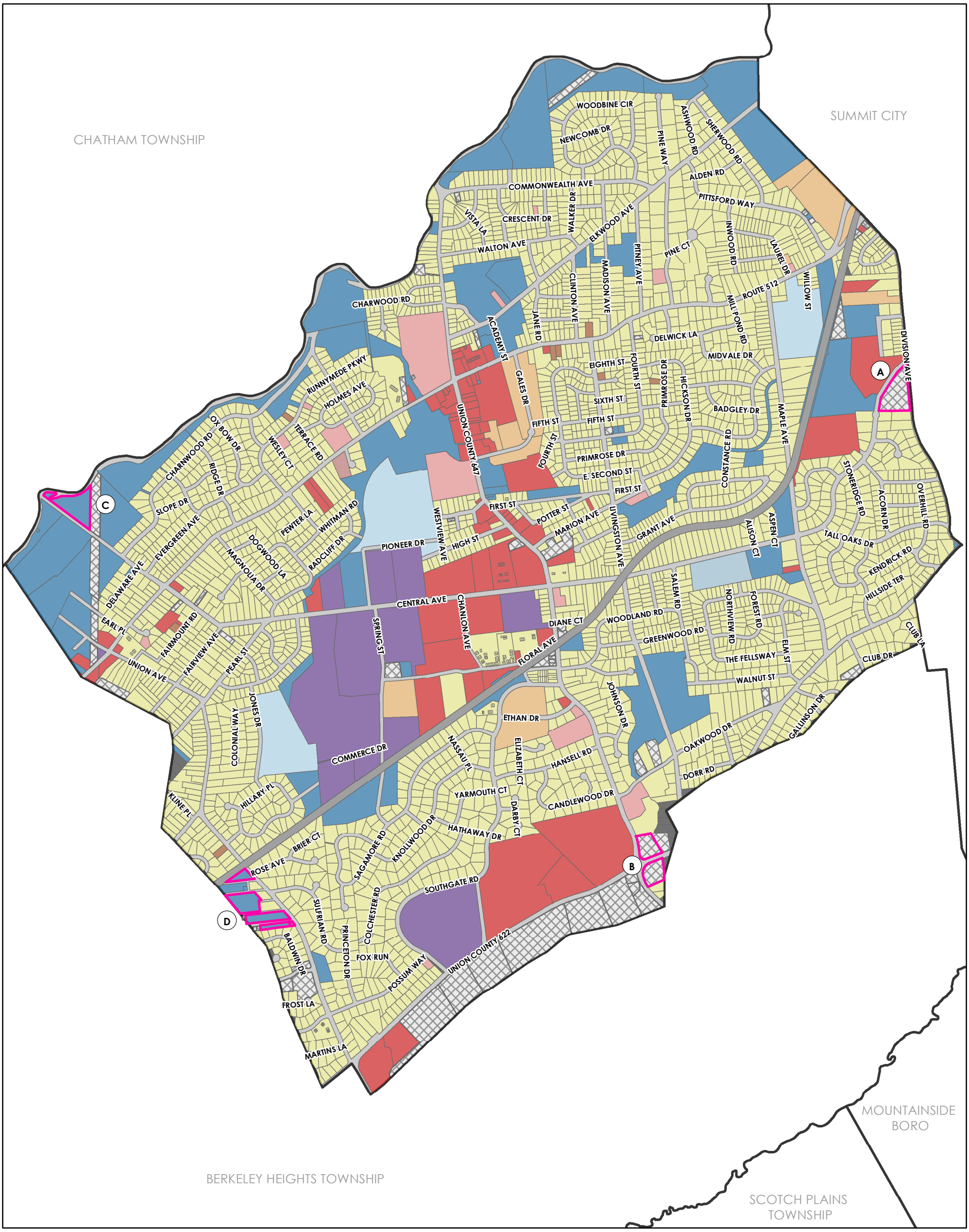
Property Class

- Vacant (1)
- Residential (2)
- Commercial (4A)
- Industrial (4B)
- Apartment (4C)
- Public school (15A)
- Other school (15B)
- Public property (15C)
- Churches/charitable (15D)
- Cemeteries (15E)
- Other tax exempt (15F)
- Preserved Park

N
W E
S

0.15 Miles

Sources: Parcel data (2011), NJOGIS. Assessment data (2015) from the Monmouth County records database. Roads from NJDOT.



New Providence
Vacant Land Assessment

Appendix B

Vacant Land Inventory

HEYER GRUEL & ASSOCIATES

October 2015

Vacant Developable Properties

Parcels

Property Class (MODIV)

- Vacant (1)
- Residential (2)
- Apartment (4C)
- Commercial (4A)
- Industrial (4B)
- Railroad (5)
- Public School (15A)
- Other School (15B)
- Public Property (15C)
- Church and Charitable (15D)
- Cemeteries (15E)
- Other Tax Exempt (15F)
- No Data (assessed elsewhere)

Developable Sites

A. Block 123, Lot 1

B. Block 310, Lot 2 & Block 311, Lot 3

C. Block 25, Lot 30

D. Block 362, Lot 1 & Block 365, Lot 1 & Block 366, Lot 2 & Block 372, Lots 7 & 8

N W E S

0.25 Miles

Sources: Parcel data (2011), NJOGIS. Assessment data (2015) from the Monmouth County records database. Roads from NJDOT.

CHATHAM TOWNSHIP

SUMMIT CITY

WOODBINE CIR
NEWCOMB DR
PINE WAY
ASHWOOD RD
SHERWOOD RD
ALDEN RD
COMMONWEALTH AVE
PITTSFORD WAY
VISTA LA
CRESCENT DR
WALKER DR
ELKWOOD AVE
WALTON AVE
PITNEY AVE
PINE CT
INWOOD RD
LAUREL DR
CLINTON AVE
MADISON AVE
ROUTE 512
WILLOW ST
CHARWOOD RD
ACADEMY ST
JANE RD
MILL POND RD
DELWICK LA
DIVISION AVE
A
EIGHTH ST
FOURTH ST
MIDVALE DR
RUNNYMEDE PKWY
HOLMES AVE
GALES DR
PRIMROSE DR
HICKSON DR
SIXTH ST
BADGLEY DR
OX BOW DR
CHARNWOOD RD
RIDGE DR
WESLEY CT
TERRACE RD
FIFTH ST
FIFTH ST
MAPLE AVE
UNION COUNTY 647
FOURTH ST
PRIMROSE DR
CONSTANCE RD
C
E. SECOND ST
FIRST ST
STONERIDGE RD
ACORN DR
OVERHILL RD
SLOPE DR
EVERGREEN AVE
PEWTER LA
WHITMAN RD
FIRST ST
POTTER ST
MARION AVE
GRANT AVE
ALISON CT
ASPEN CT
TALL OAKS DR
KENDRICK RD
HILLSIDE TER
PIONEER DR
HIGH ST
WESTVIEW AVE
LIVINGSTON AVE
DELAWARE AVE
MAGNOLIA DR
DOGWOOD LA
RADCLIFF DR
CENTRAL AVE
CHANLON AVE
SALEM RD
NORTHVIEW RD
FOREST RD
EARL PL
FAIRMOUNT RD
SPRING ST
DIANE CT
WOODLAND RD
GREENWOOD RD
CLUB LA
CLUB DR
FAIRVIEW AVE
PEARL ST
FLORAL AVE
THE FELLSWAY
ELM ST
UNION AVE
WALNUT ST
JOHNSON DR
JONES DR
COLONIAL WAY
ETHAN DR
GALLINSON DR
OAKWOOD DR
COMMERCE DR
NASSAU PL
ELIZABETH CT
HANSELL RD
DORR RD
HILLARY PL
YARMOUTH CT
CANDLEWOOD DR
KLINE PL
DARBY CT
KNOLLWOOD DR
HATHAWAY DR
BRIER CT
ROSE AVE
SAGAMORE RD
B
SOUTHGATE RD
D
SULFRIAN RD
COLCHESTER RD
BALDWIN DR
PRINCETON DR
FOX RUN
POSSUM WAY
UNION COUNTY 622
FROST LA
MARTINS LA

MOUNTAINSIDE BORO

BERKELEY HEIGHTS TOWNSHIP

SCOTCH PLAINS TOWNSHIP

New Providence
Vacant Land Assessment
Appendix C

Environmental Constraints

HEYER GRUEL & ASSOCIATES

October 2015

Vacant Developable Properties

Vacant Public and Private Properties over .5 Acre in Size

Environmentally Constrained Areas*

Parcels

*Environmental constraints include steep slopes over 15%, the 100-year floodplain (FEMA), and wetlands.

N
W E
S

0.15 Miles

Sources: Parcel data (2011), NJOGIS. Roads from NJDOT. FEMA's National Flood Hazard Layer, published 1/31/2014. Wetlands from NJDEP land use/land cover 2012. State historic properties from NJDEP.

New Providence Vacant Land Assessment
Appendix D: All Vacant Public and Private Properties

Prop Class	Block	Lot	Owner	Property Location	Zone	SDRP Area	SSA	Total Area (Acres)	Unsuitable Area (Acres)	Constraint Factors	Developable Area (Acres)	Over Half Acre	In Vacant Land Inventory	Reason for Exclusion
1	41	31	HERITAGE ASSOCIATES, INC	1357 SPRINGFIELD AVE	R-2	1	Within	0.7	0.7	wetlands and floodplain	0.0		No	Developable area less than .5 acre due to environmental constraints.
1	41	35	BELL ATLANTIC % DUFF & PHELPS	REAR 1307 SPRINGFIELD AVE	R-2	1	Within	0.1	0.1	wetlands and floodplain	0.0		No	Lot size less than .5 acre.
1	44	16	IUZZOLINO, MICHAEL	114 PASSAIC ST	R-2	1	Within	0.5	0.5	floodplain	0.0		No	Developable area less than .5 acre due to environmental constraints.
1	71	3	MC BRIARTY, MATTHEW	15 COMMONWEALTH AVE	R-2	1	Within	0.2	0.0		0.2		No	Lot size less than .5 acre.
1	103	16	LANGEZAAL, CARLOS R & HELENE L	47 PITTSFORD WAY	R-1	1	Within	0.1	0.1	steep slope	0.0		No	Lot size less than .5 acre.
1	103	18	SHOJI, TOSHIYUKI	39 PITTSFORD WAY	R-1	1	Within	0.1	0.1	steep slope	0.0		No	Lot size less than .5 acre.
1	123	1	CLEARWATER CLUB CORP	99 DIVISION AVE	R-1	1	Within	3.9	0.5	wetlands	3.4	Yes	Yes	-
1	170	20	MAZZUCCO, PACIFICO P	1 WILLIAM ST	R-3	1	Within	0.1	0.0		0.1		No	Lot size less than .5 acre.
1	180	41	DIPPOLITO, JOAN T & EDWARD P	917 CENTRAL AVE	R-2	1	Within	0.3	0.0		0.3		No	Lot size less than .5 acre.

New Providence Vacant Land Assessment
Appendix D: All Vacant Public and Private Properties

Prop Class	Block	Lot	Owner	Property Location	Zone	SDRP Area	SSA	Total Area (Acres)	Unsuitable Area (Acres)	Constraint Factors	Developable Area (Acres)	Over Half Acre	In Vacant Land Inventory	Reason for Exclusion
1	190	2	FALCONE, EDITH J	REAR 1818 SPRINGFIELD AVE	R2A	1	Within	1.2	0.0		1.2	Yes	No	Accessory area for condominium development.
1	191	23	SURMAN, THOMAS W III & SUELLEN P	932 CENTRAL AVE	R-2	1	Within	0.3	0.0		0.3		No	Lot size less than .5 acre.
1	194	25.01	FUSCHETTO, VINCENT	6 FAIRVIEW AVE	R-2	1	Within	0.4	0.0		0.4		No	Lot size less than .5 acre.
1	220	19	MURRAY HILL INN ASSOC-CURTIS,BRYAN	195 SOUTH ST	LI	1	Within	0.5	0.0		0.5		No	-
1	233	18	FOX, GREGORY & TRACY	2 DIANE CT	R-3	1	Within	0.2	0.2	floodplain and steep slope	0.0		No	Lot size less than .5 acre.
1	233	19	BENDER, MARGARET	302 SOUTH ST	R-3	1	Within	0.2	0.1	floodplain and steep slope	0.1		No	Lot size less than .5 acre.
1	234	17	JAM REALTY INC	35 MARION AVE	A-2	1	Within	2.1	1.3	floodplain	0.7	Yes	No	Under construction - inclusionary development.
1	283	11	RUIZ,CHARLES &FOURNIER,ANNE	25 OAKWOOD DR	R-1	1	Within	0.5	0.0		0.5	Yes	No	New home is under construction.

New Providence Vacant Land Assessment
Appendix D: All Vacant Public and Private Properties

Prop Class	Block	Lot	Owner	Property Location	Zone	SDRP Area	SSA	Total Area (Acres)	Unsuitable Area (Acres)	Constraint Factors	Developable Area (Acres)	Over Half Acre	In Vacant Land Inventory	Reason for Exclusion
1	310	1	CONTI, GINA M	425 MOUNTAIN AVE	A-2	1	Within	1.1	0.9	wetlands	0.2		No	Developable area less than .5 acre due to environmental constraints.
1	310	2	LUCENT TECHNOLOGIES,INC-%M F POER	550 SOUTH ST	A-2	1	Within	1.8	0.5	wetlands	1.4	Yes	Yes	-
1	311	3	LUCENT TECHNOLOGIES,INC-%M F POER	450 MOUNTAIN AVE	A-2	1	Within	1.9	0.0		1.9	Yes	Yes	-
1	330	2.01	FOLEY SQUARE AT MURRAY HILL, LLC	1E FOLEY SQUARE	R-4	1	Within	0.1	0.0		0.1		No	Lot size less than .5 acre.
1	330	2.02	FOLEY SQUARE AT MURRAY HILL, LLC	2E FOLEY SQUARE	R-4	1	Within	0.1	0.0		0.1		No	Lot size less than .5 acre.
1	330	2.03	FOLEY SQUARE AT MURRAY HILL, LLC	3E FOLEY SQUARE	R-4	1	Within	0.1	0.0		0.1		No	Lot size less than .5 acre.
1	366	1	EDWARDS, S C/O GILL & COHEN,ESQ	2 WALNUT ST	R-1	1	Within	0.1	0.0	wetlands	0.0		No	Lot size less than .5 acre.
1	372	13	HILL, RUTH LOUISE	4 SPRUCE ST	R-1	1	Within	0.1	0.1	wetlands	0.0		No	Lot size less than .5 acre.

Prop Class	Block	Lot	Owner	Property Location	Zone	SDRP Area	SSA	Total Area (Acres)	Unsuitable Area (Acres)	Constraint Factors	Developable Area (Acres)	Over Half Acre	In Vacant Land Inventory	Reason for Exclusion
1	372	14	EDWARDS, S C/O GILL & COHEN,ESQ	6 SPRUCE ST	R-1	1	Within	0.1	0.1	wetlands	0.0		No	Lot size less than .5 acre.
1	380	20	BOC GROUP INC-% TAX TECH SERVICES	15 RYDER WAY	R-1	1	Within	0.1	0.0		0.1		No	Lot size less than .5 acre.
15C	12	29	BOROUGH OF NEW PROVIDENCE	8 DELAWARE AVE	R-2	1	Within	0.1	0.0		0.1		No	Lot size less than .5 acre.
15C	14	3	COUNTY OF UNION ADMIN BLDG	REAR 1060 CENTRAL AVE	R-2	6	Within	0.0	0.0	wetlands and floodplain	0.0		No	Lot size less than .5 acre.
15C	25	30	COUNTY OF UNION ADMIN BLDG	CENTRAL AVE	R-2	6	Partial	3.7	2.9	wetlands and floodplain	0.9	Yes	Yes	-
15C	41	36	BOROUGH OF NEW PROVIDENCE	REAR 98 RUNNYMEDE PKWY	R-2	1	Partial	0.5	0.5	wetlands and floodplain	0.0		No	Developable area less than .5 acre due to environmental constraints.
15C	103	17	BOROUGH OF NEW PROVIDENCE	43 PITTSFORD WAY	R-1	1	Within	0.1	0.1	steep slope	0.0		No	Lot size less than .5 acre.
15C	125	13	STATE OF N.J,DEPT OF TRANSPORTATION	NORTH OF MAPLE ST		1	Within	1.6	1.2	wetlands and floodplain	0.3		No	Lot size less than .5 acre.

Prop Class	Block	Lot	Owner	Property Location	Zone	SDRP Area	SSA	Total Area (Acres)	Unsuitable Area (Acres)	Constraint Factors	Developable Area (Acres)	Over Half Acre	In Vacant Land Inventory	Reason for Exclusion
15C	134	55	BOROUGH OF NEW PROVIDENCE	50 END OF ARDSLEY CT	R-2	1	Within	0.0	0.0		0.0		No	Developable area less than .5 acre due to environmental constraints.
15C	153	12	BOROUGH OF NEW PROVIDENCE	1 FIFTH ST	R-2	1	Within	0.0	0.0		0.0		No	Lot size less than .5 acre.
15C	163	40	BOROUGH OF NEW PROVIDENCE	124 SOUTH ST	OR	1	Within	0.8	0.7	wetlands and floodplain	0.0		No	Lot size less than .5 acre.
15C	185	7	BOROUGH OF NEW PROVIDENCE	66 CODDINGTON DR	R-2	1	Within	1.7	1.5	floodplain	0.2		No	Developable area less than .5 acre due to environmental constraints.
15C	185	20	BOROUGH OF NEW PROVIDENCE	789 CENTRAL AVE	R-2	1	Within	0.2	0.1	floodplain	0.1		No	Developable area less than .5 acre due to environmental constraints.
15C	204	25	BOROUGH OF NEW PROVIDENCE	160 PEARL ST	R-2	1	Within	0.4	0.0		0.4		No	Lot size less than .5 acre.
15C	210	22	BOROUGH OF NEW PROVIDENCE	47 COMMERCE DR	LI	1	Within	0.2	0.0	wetlands	0.2		No	Lot size less than .5 acre.
15C	210	34	BOROUGH OF NEW PROVIDENCE	REAR 50 HAWTHORNE DR	LI	1	Within	2.1	2.0	wetlands and floodplain	0.1		No	Lot size less than .5 acre.

Prop Class	Block	Lot	Owner	Property Location	Zone	SDRP Area	SSA	Total Area (Acres)	Unsuitable Area (Acres)	Constraint Factors	Developable Area (Acres)	Over Half Acre	In Vacant Land Inventory	Reason for Exclusion
15C	232	22	BOROUGH OF NEW PROVIDENCE	320 SOUTH ST	R-2	1	Within	1.2	1.1	floodplain	0.1		No	Developable area less than .5 acre due to environmental constraints.
15C	236	15	BOROUGH OF NEW PROVIDENCE	175 LIVINGSTON AVE	R-3	1	Within	0.0	0.0	floodplain	0.0		No	Lot size less than .5 acre.
15C	244	7	BOROUGH OF NEW PROVIDENCE	40 CONSTANCE RD	R-2	1	Within	1.4	1.4	floodplain	0.0		No	Developable area less than .5 acre due to environmental constraints.
15C	244	26	BOROUGH OF NEW PROVIDENCE	REAR 40 CONSTANCE RD	R-2	1	Within	1.2	1.1	floodplain	0.0		No	Developable area less than .5 acre due to environmental constraints.
15C	263	3	BOROUGH OF NEW PROVIDENCE	1 MOUNTAIN AVENUE	R-1	1	Within	0.1	0.0		0.1		No	Lot size less than .5 acre.
15C	270	31	BOROUGH OF NEW PROVIDENCE	251 MAPLE ST	R-2	1	Within	3.1	3.0	wetlands and floodplain	0.2		No	Developable area less than .5 acre due to environmental constraints.
15C	271	42	BOROUGH OF NEW PROVIDENCE	325 MAPLE ST	R-2	1	Within	1.0	0.1	steep slope	0.9	Yes	No	Municipal flood storage and open water course.

Prop Class	Block	Lot	Owner	Property Location	Zone	SDRP Area	SSA	Total Area (Acres)	Unsuitable Area (Acres)	Constraint Factors	Developable Area (Acres)	Over Half Acre	In Vacant Land Inventory	Reason for Exclusion
15C	283	29	BOROUGH OF NEW PROVIDENCE	39 HICKORY PL	R-1	1	Within	0.0	0.0		0.0		No	Lot size less than .5 acre.
15C	362	1	BOROUGH OF NEW PROVIDENCE	335 UNION AVE	R-1	1	Within	0.7	0.2	wetlands	0.5	Yes	Yes	-
15C	363	1	BOROUGH OF NEW PROVIDENCE	1 CHESTNUT ST	R-1	1	Within	0.9	0.9	wetlands	0.1		No	Developable area less than .5 acre due to environmental constraints.
15C	363	2	BOROUGH OF NEW PROVIDENCE	3 CHESTNUT ST	R-1	1	Within	0.1	0.1	wetlands	0.0		No	Lot size less than .5 acre.
15C	365	1	BOROUGH OF NEW PROVIDENCE	2 CHESTNUT ST	R-1	1	Within	2.2	1.7	wetlands	0.6	Yes	Yes	-
15C	366	2	BOROUGH OF NEW PROVIDENCE	385 UNION AVE	R-1	1	Within	1.6	0.6	wetlands	1.0	Yes	Yes	-
15C	372	7	BOROUGH OF NEW PROVIDENCE	395 UNION AVE	R-1	1	Within	0.1	0.0		0.1		Yes	-
15C	372	8	BOROUGH OF NEW PROVIDENCE	2 SPRUCE ST	R-1	1	Within	0.6	0.1	wetlands	0.5	Yes	Yes	-

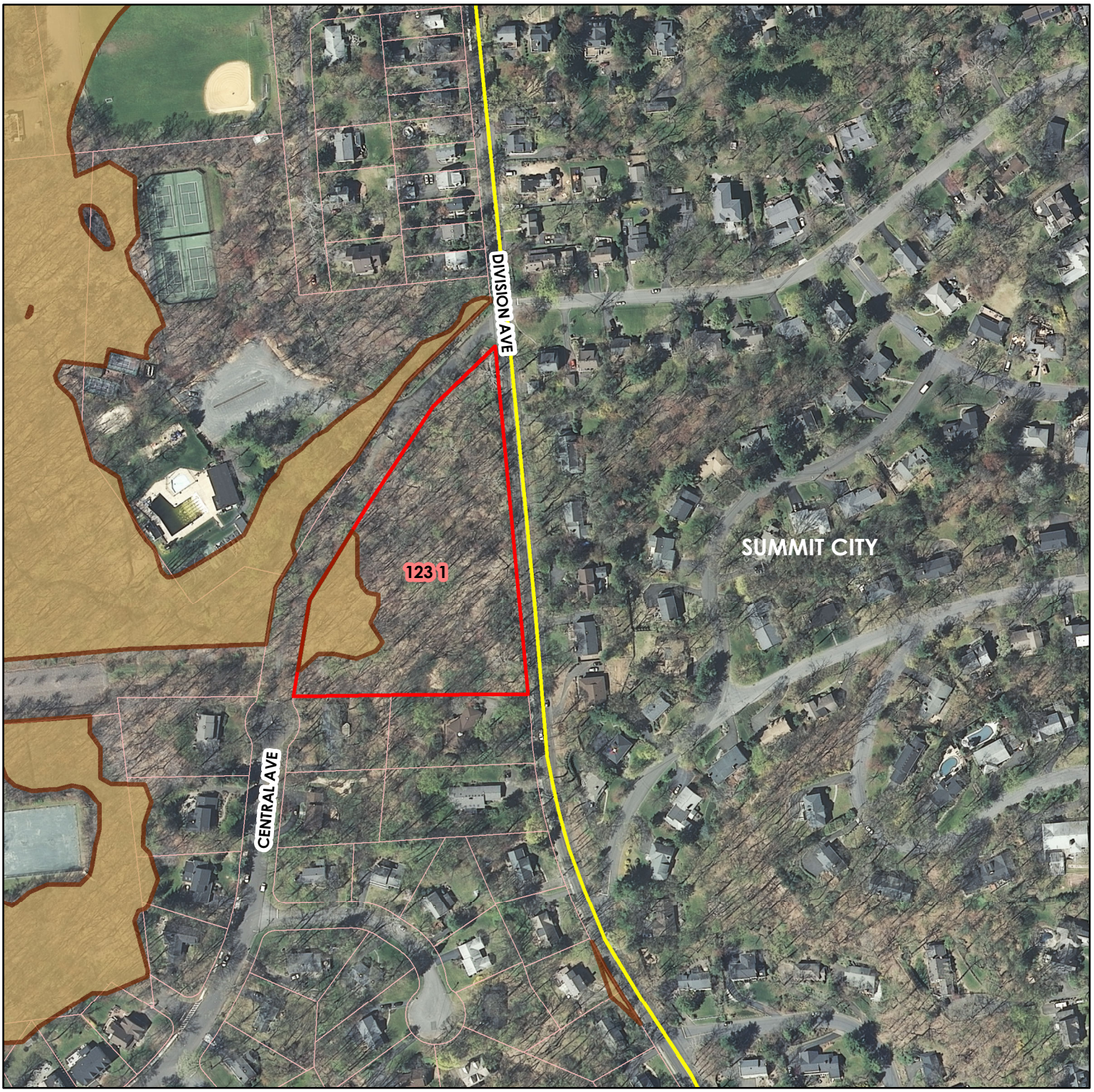
New Providence Vacant Land Adjustment
Appendix E: Final Vacant Land Inventory

Site ID	Block	Lot	Prop Class	Owner	Property Location	Zone	SDRP Area	SSA	Total Area (Acres)	Unsuitable Area (Acres)	Constraint Factors	Developable Area (Acres)	Over Half Acre	Notes
A	123	1	1	CLEARWATER CLUB CORP	99 DIVISION AVE	R-1	1	Within	3.9	0.5	wetlands	3.4	Yes	
B	310	2	1	LUCENT TECHNOLOGIES,INC-%M F POER	550 SOUTH ST	A-2	1	Within	1.8	0.5	wetlands	1.4	Yes	
	311	3	1	LUCENT TECHNOLOGIES,INC-%M F POER	450 MOUNTAIN AVE	A-2	1	Within	1.9	0.0		1.9	Yes	
C	25	30	15C	COUNTY OF UNION ADMIN BLDG	CENTRAL AVE	R-2	6	Partial	3.7	2.9	wetlands and floodplain	0.9	Yes	
D	362	1	15C	BOROUGH OF NEW PROVIDENCE	335 UNION AVE	R-1	1	Within	0.7	0.2	wetlands	0.5	Yes	
	365	1	15C	BOROUGH OF NEW PROVIDENCE	2 CHESTNUT ST	R-1	1	Within	2.2	1.7	wetlands	0.6	Yes	
	366	2	15C	BOROUGH OF NEW PROVIDENCE	385 UNION AVE	R-1	1	Within	1.6	0.6	wetlands	1.0	Yes	
	372	7	15C	BOROUGH OF NEW PROVIDENCE	395 UNION AVE	R-1	1	Within	0.1	0.0		0.1		Adjacent to lot 8 of block 372 and under common ownership, together yielding .6 acres of developable land.

New Providence Vacant Land Adjustment
Appendix E: Final Vacant Land Inventory

Site ID	Block	Lot	Prop Class	Owner	Property Location	Zone	SDRP Area	SSA	Total Area (Acres)	Unsuitable Area (Acres)	Constraint Factors	Developable Area (Acres)	Over Half Acre	Notes
D	372	8	15C	BOROUGH OF NEW PROVIDENCE	2 SPRUCE ST	R-1	1	Within	0.6	0.1	wetlands	0.5	Yes	Adjacent to lot 7 of block 372 and under common ownership, together yielding .6 acres of developable land.

Total Developable Acreage: **10.2**



New Providence
Vacant Land Inventory
Appendix F.1

Site A

HEYER GRUEL & ASSOCIATES

October 2015

Site

Environmentally Constrained Areas*

Parcels

New Providence Boundary

*Environmental constraints include steep slopes over 15%, the 100-year floodplain (FEMA), and wetlands.

N
W E
S

250 Feet

Sources: Parcel data (2011), NJOGIS. Roads from NJDOT. FEMA's National Flood Hazard Layer, published 1/31/2014. Wetlands from NJDEP land use/land cover 2012. State historic properties from NJDEP.



New Providence
Vacant Land Inventory
Appendix F.2

Site B

HEYER GRUEL & ASSOCIATES

October 2015

Site

Environmentally Constrained Areas*

Parcels

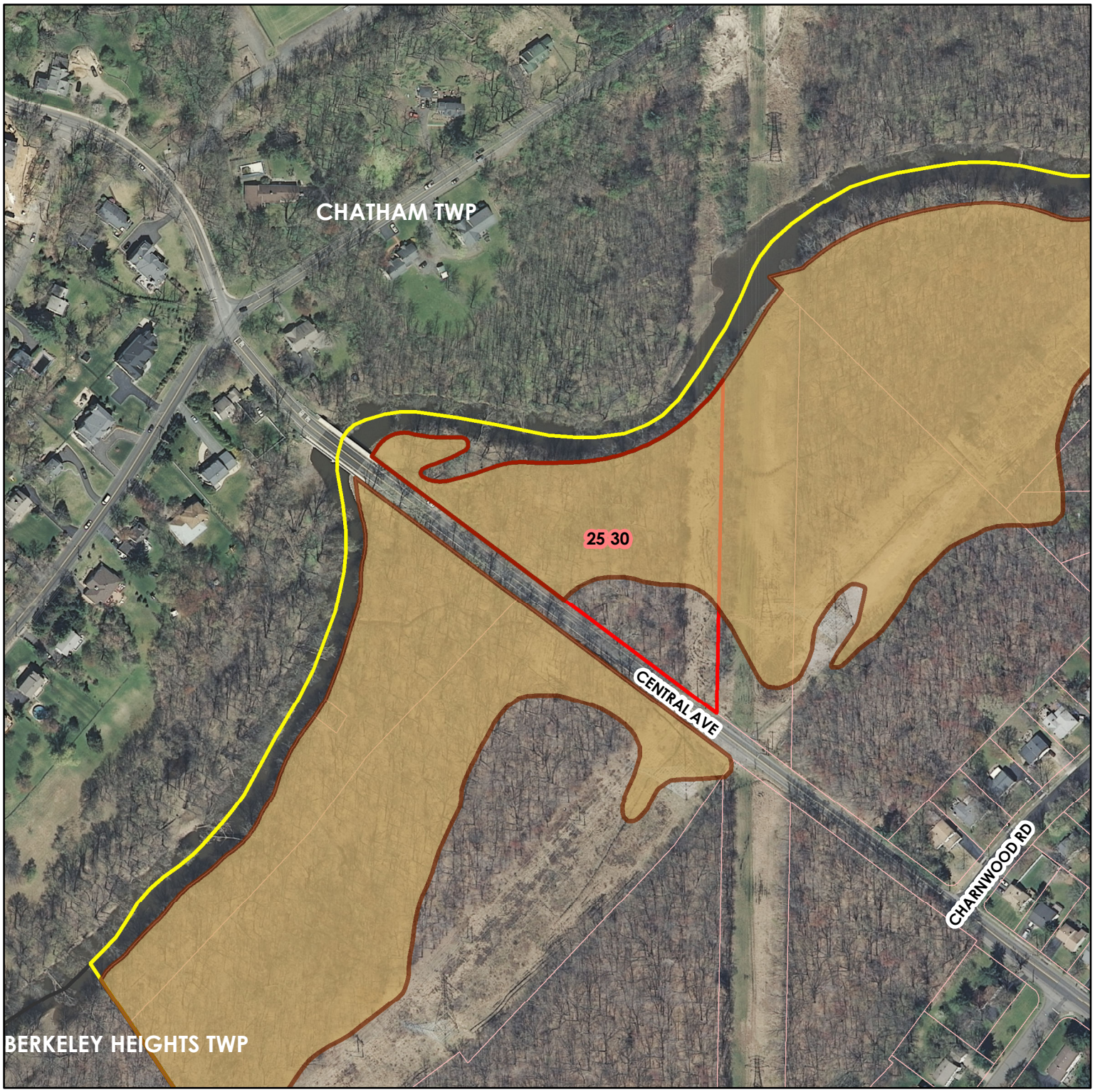
New Providence Boundary

*Environmental constraints include steep slopes over 15%, the 100-year floodplain (FEMA), and wetlands.

N
W E
S

250 Feet

Sources: Parcel data (2011), NJOGIS. Roads from NJDOT. FEMA's National Flood Hazard Layer, published 1/31/2014. Wetlands from NJDEP land use/land cover 2012. State historic properties from NJDEP.



New Providence
Vacant Land Inventory
Appendix F.3

Site C

HEYER GRUEL & ASSOCIATES

October 2015

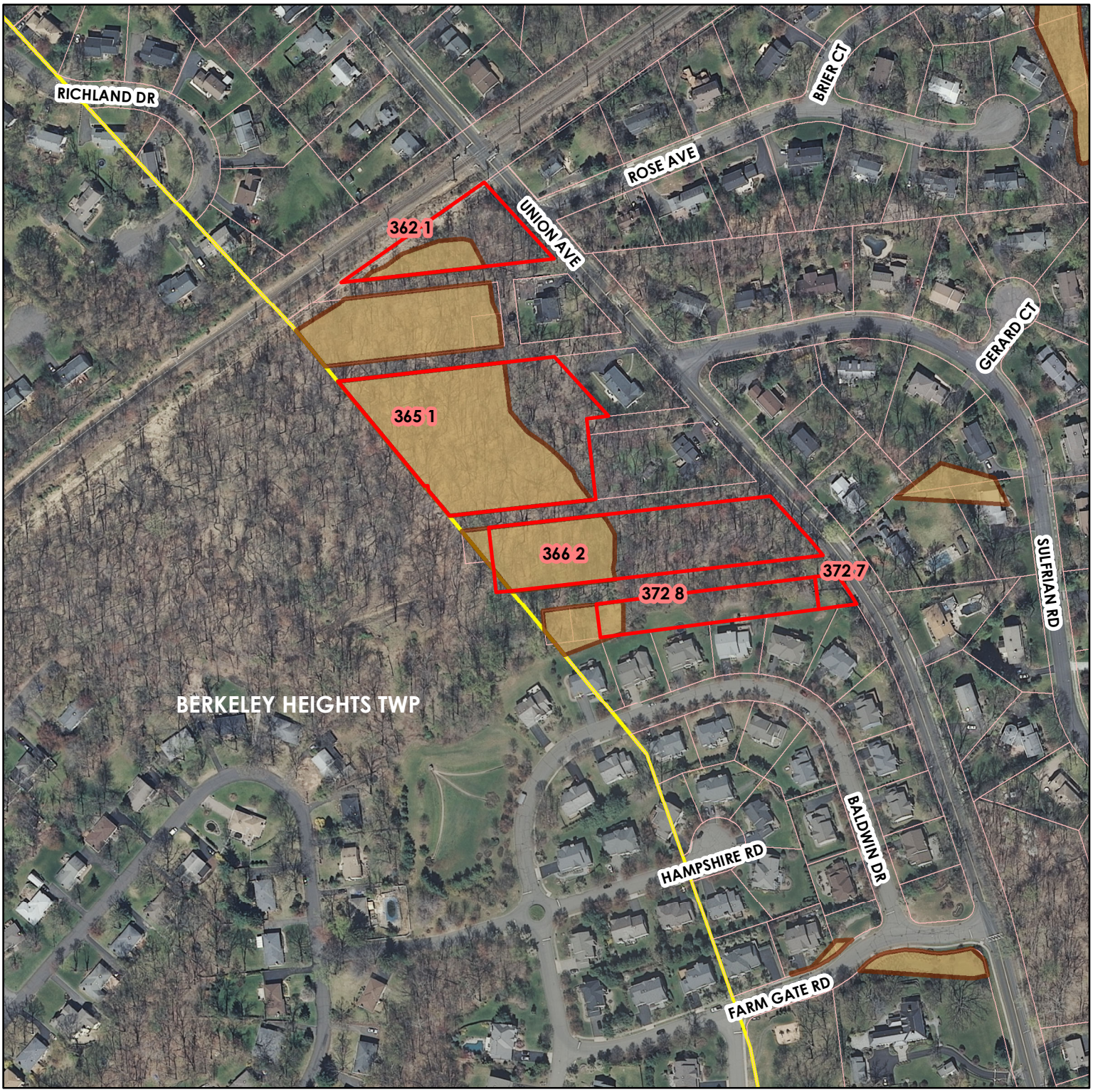
- Site
- Environmentally Constrained Areas*
- Parcels
- New Providence Boundary

*Environmental constraints include steep slopes over 15%, the 100-year floodplain (FEMA), and wetlands.

N W E S

250 Feet

Sources: Parcel data (2011), NJOGIS. Roads from NJDOT. FEMA's National Flood Hazard Layer, published 1/31/2014. Wetlands from NJDEP land use/land cover 2012. State historic properties from NJDEP.



New Providence
Vacant Land Inventory
Appendix F.4

Site D

HEYER GRUEL & ASSOCIATES

October 2015

Site

Environmentally Constrained Areas*

Parcels

New Providence Boundary

*Environmental constraints include steep slopes over 15%, the 100-year floodplain (FEMA), and wetlands.

N
W E
S

250 Feet

Sources: Parcel data (2011), NJOGIS. Roads from NJDOT. FEMA's National Flood Hazard Layer, published 1/31/2014. Wetlands from NJDEP land use/land cover 2012. State historic properties from NJDEP.

APPENDIX D

Rehabilitation Component

- County Ownership Rehabilitation Program Information
- County Ownership Rehabilitation Program Application
- Borough Rental Rehabilitation Operating Manual Draft

Home Improvement & Senior Home Improvement Grant Programs

The Union County Home Improvement Program is funded by Union County with Community Development Block Grant Funds. The purpose of the program is to help you rehabilitate your home.

Home Improvement Pre-Application Form (PDF)

What Is the Home Improvement Program?

The Union County Home Improvement Program is funded by Union County with Community Development Block Grant Funds. The purpose of the program is to help you rehabilitate your home.

The program is available to low and moderate income homeowners in Berkeley Heights, Clark, Cranford, Fanwood, Garwood, Hillside, Kenilworth,Mountainside,New Providence, Roselle, Roselle Park, Scotch Plains, Springfield, Summit and Westfield. Several municipalities, Elizabeth, Linden, Plainfield, Rahway and Union, have housing rehabilitation projects independent of this program.

What type of properties are eligible to participate In the program?

Owner-occupied 1 and 2 family homes.

What type of assistance Is available through the program?

A Deferred Payment loan of up to $24,999 is offered through this Program.

In addition, Program staff will prepare a detailed work write-up, review the contractor bids,perform in-progress inspections to assure quality work and a final inspection at the completion of work

What type of Improvements are eligible?

The repair or replacement of substandard heating, electrical and plumbing systems, structural repairs, repairs to correct code violations, lead based paint remediation and stabilization measures, energy saving measures such as insulation, new windows and storm doors. Those improvements that will upgrade the home to standard condition.

What Is a Deferred Payment Loan?

A Deferred Payment loan is a non-interest bearing loan in which payment is deferred until the sale or transfer of the property.

Who Is eligible for the Deferred Payment Loan?

Homeowners residing in participating communities whose incomes are below 80% of the Median Area Income. The U.S. Department of Housing and Urban Development publishes the limits on an annual basis. The limits are available at the Program office.

What is the Senior Home Improvement Grant?

Like the Home Improvement Program described above, the Senior Home Improvement Grant is available to eligible (see guidelines above) Union County residents to assist with home rehabilitation. The grant is capped at $5,000.00. Unlike the Home Improvement Program, the grant does not have to be repaid.

How do I apply?

The Union County Home Improvement Program is administered by Development Directions llC.

Please contact them at (732) 382-8100 to arrange for an appointment. Program staff will meet with potential applicants and will explain the program guidelines, complete the program application and schedule the property inspections.

For More Information, Contact:

Development Directions, LLC
2 City Hall Plaza
Rahway, NJ 07065
Phone: 732-382-8100
Fax: 732-382-7800

Union County Home Improvement Program

Pre-application Form

Name:_____

Address: _____

_____

Telephone Home: _____ Work :_____

FAMILY COMPOSITION	Number of Persons
Elderly (62 or older)	_____
Adults (19-61 years)	_____
Minors (18 or younger)	_____
Total in Household	_____

Check your Answer to the Following:

Handicapped Person Family	_____ Yes	_____ No
Head of Household is Elderly	_____ Yes	_____ No
Head of Household is Female	_____ Yes	_____ No

ANNUAL FAMILY INCOME (from all sources):

Salary	$_____
Social Security/Retirement	$_____
Interest/Dividends	$_____
Other (Identify_____)	$_____
Total	$_____

HOME IMPROVEMENT NEEDS:

Briefly describe the needed improvements:_____

_____

_____

Preapplicants Signature:_____ Date:_____

Please return Preapplication Form to:

Development Directions LLC
2 City Hall Plaza
Rahway NJ 07065
732-382-8100 Fax 732-382-7800

New Providence Rental Rehabilitation Program

Operating Manual

for the

Administration of Rehabilitation Units

Borough of New Providence

County of Union

June 2019

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INTRODUCTION

This Rental Rehabilitation Program Operating Manual has been prepared to assist in the administration of the New Providence Borough Rental Rehabilitation Program (the "Program"). It will serve as a guide to the Program staff and applicants. The Borough's Rental Rehabilitation Program was created to assist properties occupied by very-low, low-, and moderate-income households to correct existing health, safety, and code violations in conformity with the standards of the New Jersey State Housing Code (N.J.S.A. 5:28) and the Rehabilitation Subcode (N.J.S.A. 5:23-6). The Program is guided by N.J.A.C. 5:93-5.2 and is subject to all laws, regulations, ordinances, and codes of the New Jersey Department of Community Affairs and the Borough of New Providence. The Borough may contract with a qualified consulting firm to administer the Program or may do so with a qualified municipal employee. The Program's funding source will be municipal housing trust funds. If the founding source changes, this Operating Manual will be updated to reflect the change as well as changes to any regulations and requirements.

This manual describes the basic content and operation of the Program, examines Program purposes 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.

The owner-occupied single-family rehabilitation is currently being administered by the County's Home Improvement and Senior Home Improvement Grant Programs, funded by Union County with Development Block Grant Funds. The Borough's Rental Rehabilitation Program will focus its resources on implementing the rental rehabilitation program component.

This manual explains the steps in the rehabilitation process. It describes the eligibility requirements for participation in the Program, Program criteria, funding terms and conditions, cost estimating, contract payments, record keeping and overall Program administration.

The following represents the procedures developed to offer an applicant the opportunity to apply to the Program.

A. Fair Housing and Equal Housing Opportunities

It is unlawful to discriminate against any person making application to participate in the rehabilitation Program with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage payments.

For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or http://www.state.nj.us/lps/dcr/index.html.

SECTION I. ELIGIBLE PARTICIPANTS

A. Categories of Participants

Landlords of renter-occupied housing units are eligible to receive funding for rehabilitation if the rental units are determined to be occupied by very-low, low- or moderate-income households and that the units are determined to be substandard. If a structure contains two or more units and an owner, who is not income eligible, occupies one unit, funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Pursuant to N.J.A.C. 5:93-5.2(f), rental units may not be excluded from a municipal rehabilitation Program.

B. Income Limits for Participation

Household income is defined as the combined annual income of all family members over 18 years of age, including wages, Social Security, disability insurance, unemployment insurance, pensions, dividend/interest income, alimony, etc. The occupants of the units must have incomes that fall within the income guidelines established for Monmouth County by the Council on Affordable Housing (COAH) or the Affordable Housing Professionals of New Jersey. These limits are revised annually and the current 2019 limits, issued by the Affordable Housing Professionals of New Jersey, can be found in Appendix A. The Borough should utilize the current year's annual income limits as they are released. Should COAH (or a successor administrative agency) begin once again to issue updated annual income limits and rules for increasing rent levels, said update limits and rules may be used instead of the methodology found in Appendix A.

While not a requirement, the Program should strive to provide that very-low and low-income households occupy at least 50 percent of the units rehabilitated.

C. Program Area

This is a municipal-wide Program aimed at rehabilitating rental housing occupied by very-low, low-, and moderate-income households. The rehabilitation property must be located in New Providence Borough.

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D. Certification of Substandard

The purpose of the Program is to bring substandard housing up to code. Substandard units are those units requiring repair or replacement of at least one major system. A major system is any one of the following:

1. Roof
2. Plumbing (including wells)
3. Heating
4. Electrical
5. Sanitary plumbing (including septic systems)
6. Load bearing structural systems
7. Lead paint abatement
8. 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)

Code violations will be determined by an inspection conducted by a licensed inspector**.**

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SECTION II. AVAILABLE BENEFITS

A. Program Financing

Up to $20,000 per unit may be available for improvements to eligible owner-occupied and renter-occupied units. Municipal rehabilitation investments shall average at least $10,000 for a major system. Administrative costs will be covered in accordance with the provisions of N.J.A.C. 5:93-5.2.

B. Program Affordability Controls

Ten-year controls on affordability on rental units are required.

C. Renter-occupied Units

If the homeowner consents to the work being performed and signs off on the Borough Rental Rehabilitation Program and the renter meets the criteria set forth for the Program, financing will be provided by way of a ten-year (10), interest free, forgivable loan, with funds provided from the Borough Development Fee currently being held in the Borough's affordable housing trust fund. If renter-occupied housing unit is sold prior to the end of the controls on affordability, at least part of the loan shall be recaptured and used to rehabilitate another housing unit, unless the unit is sold to a very-low, low- or moderate-income household at an affordable price pursuant to N.J.A.C. 5:93-7.4. In the event of the death of the homeowner, the loan is an immediate obligation of the estate and/or beneficiary of the estate unless the beneficiary meets the required income-eligibility guidelines and resides in the unit or rents to an income-eligible household. Funding shall be secured by a mortgage and mortgage note to the municipality.

D. Subordination

New Providence may agree to subordination of a loan if the mortgage company supplies an appraisal showing that the new loan plus the balance(s) on the old loan (including the value of the rehabilitation assistance) does not exceed 95% of the appraised value of the unit. If the homeowner is refinancing their primary mortgage to a lower interest rate and not "cashing out" any equity, New Providence will subordinate up to 100% of the appraised value. Additionally, for an owner-occupied unit, the household must be re-certified as very-low, low- or moderate-income.

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SECTION III. ELIGIBLE PROPERTY IMPROVEMENTS

A. Eligible Improvements

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, applicable code violations, as well as any other cosmetic work that is reasonable and deemed necessary or is related to the necessary repairs.

At least one major system must be replaced or included in the repairs, which include one of the following:

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Lead paint abatement
- 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)

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

B. 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.

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C. Rehabilitation Standards

Upon rehabilitation, housing deficiencies shall be corrected and the unit shall comply with the New Jersey State Housing Code, N.J.A.C. 5:28. For construction 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. In addition, funds are to be used for work and repairs required to make the unit(s) free of health and/or safety hazards and any other work or repairs, including finishing and painting, which are directly related to the above listed objectives. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

D. Certification of Standard

The Borough Building Inspector will inspect the property to determine which systems, if any, are substandard in accordance with subsection A above. All code deficiencies noted in the inspection report must be corrected and rehabilitated units must be in compliance with the standards proscribed in subsection C above upon issuance of a certificate of completion or occupancy. The licensed inspector must certify any structure repaired in whole or in part with rehabilitation funds to be free of any code violations.

E. Emergency Repairs

New Providence may provide for repairs in emergency situations if the conditions are stipulated in the Operating Manual.

A situation relating to a safety and/or health hazard for the occupants would constitute an emergency. The Borough Building Inspector will confirm the need for such work. In emergency cases, the formal solicitation process will not be followed. A minimum of three (3) estimates will be obtained when possible for the "emergency" work. However, eligibility, as stated in Section I, subsection B, must be determined prior to soliciting estimates. Application for additional non-emergency work may be made in accordance with the procedures outlined in this Operating Manual. The funding for the emergency work and any additional rehabilitation may not exceed the Program financing provisions in Section II, subsection A.

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SECTION IV. OVERVIEW OF ADMINISTRATIVE PROCEDURES

A. Application/Interview

Landlords interested in participating in the Rental Rehabilitation Program may submit preliminary applications to the Program staff. Preliminary applications are available at the following locations:

Borough of New Providence
360 Elkwood Avenue
New Providence, NJ 07974
Or email: mkoontz@newprov.org

Upon request, the Program staff will mail a preliminary application to an interested property owner.

Applicants for rental rehabilitation funding must provide a list of tenants and the rents paid by each. The Program staff will contact the tenants to provide evidence of income eligibility of the occupants of the units.

Applications will be processed in the order of receipt.

B. Income Eligibility and Program Certification

For the landlords seeking a determination of income eligibility, all tenants who are wage earners 18 years of age or older in the household must submit appropriate documentation to document the household income, as further described below. The Program staff will income qualify tenant households in accordance with N.J.A.C. 5:93-9 and the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et. seq.

Property owners of renter-occupied units must submit the following documentation:

- Copy of the deed to the property.
- Proof that property taxes and water and sewer bills are current.
- Proof of property insurance, including liability, fire and flood insurance where necessary.

If after review of the income documentation submitted tenants are determined to be ineligible, the applicant will receive a letter delineating the reasons for the determination of ineligibility. An applicant may be determined ineligible if each tenants' income exceeds income limits.

The Program staff will arrange for a title search of all properties entering the Program.

After the initial interview and the Program staff has substantiated that the occupant is income-eligible, and the title search is favorable, the Eligible Certification Form will be completed and signed.

Upon confirmation of income eligibility of the applicant's tenants, the Program staff will send a letter, including the Eligible Certification Form, to the applicant certifying the tenant's eligibility.

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Eligibility will remain valid for six months. If the applicant has not signed a contract for rehabilitation within six months of the date of the letter of certifying eligibility, the applicant will be required to reapply for certification.

C. Housing Inspection/Substandard Certification

Once determined eligible, the Program staff will arrange for a qualified, licensed, housing/building code inspector to inspect the entire residential property.

The licensed inspector will inspect the house, take photographs, and certify that at least one major system is substandard. All required repairs would be identified. The work write-up will contain information as to the scope of work and specifics on materials such as type, quantity and cost.

D. Ineligible Properties

If after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be ineligible, the Program staff will send a letter delineating the reasons for the determination of ineligibility. An applicant's property may be determined ineligible for any one of the following reasons:

- Title search is unfavorable.
- Property does not need sufficient repairs to meet eligibility requirements.
- Real estate taxes are in arrears.
- Proof of property insurance not submitted.
- Property is listed for sale.
- Property is in foreclosure.
- Total debt on the property will exceed the value of the property.

If after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be eligible, the inspector will then certify that the dwelling is substandard by completing and signing the Certificate of Substandard Form and submitting this to the Program staff.

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E. Work Write-Up/Cost Estimate

The Program staff will prepare or cause to be prepared a Work Write-up and Cost Estimate. This estimate will include a breakdown of each major work item by category as well as by location in the house. It will contain information as to the scope and specifics on the materials to be used. A Cost Estimate will be computed and included within the Program documentation. The Program staff will review the Preliminary Work Write-up with the property owner.

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 rehabilitation project, work on a non-eligible rental unit in a multi-unit building or improvements not covered by the Program, such work must be undertaken by a separate agreement between the contractor and the property owner, which shall clearly state that the additional work shall be paid to the contractor directly by the property owner and not by the Hazlet Township Rehabilitation Program.

F. Contractor Bidding Negotiations

After the unit and the unit occupant have been certified as eligible, the Program staff will provide a list of approved, pre-qualified trade contractors for bidding. The property owner reviews this list and selects a minimum of three and a maximum of five contractors from whom to obtain bids. The Program staff and property owner will then review these bids. The lowest responsible trade contractor shall then be selected. If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

G. Contract Signing/Pre-Construction Conference

Program staff will meet with the property owner to review all bids by the various trades. This review will include a Final Work Write-up and Cost Estimate. The Contractor Agreement will be prepared by the Program staff, as well as the Property Rehabilitation Agreement covering all the required terms and conditions.

The Program staff will then call a Pre-Construction Conference. Documents to be executed at the Pre-construction Conference include: Contractors Agreement(s), Right of Entry Document, a Restricted Covenant, Mortgage and Mortgage Note. The property owner, Program staff representative, contractor and bank representative will execute the appropriate documents and copies will be provided as appropriate. A staff member will outline project procedures to which property owner must adhere. A Proceed to Work Order, guaranteeing that the work will commence within fifteen (15) calendar days of the date of the conference and be totally completed within ninety (90) days from the start of work, will be issued to each contractor at this Conference.

H. Progress Inspections

The Program staff will make periodic inspections to monitor the progress of property improvements. This is necessary to ensure that the ongoing improvements are in accordance with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Building Inspector before closing up walls on plumbing and electrical improvements and to obtain all required permits prior to the start of construction and at the time of any change order.

I. Change Orders

If it becomes apparent during the course of construction that additional repairs are necessary or the described repair needs to be amended, the Program staff will have the qualified professional(s) inspect the areas in need of repair and prepare a change order describing the work to be done. The applicant and the contractor will review the change order with the Program staff and agree on a price. Once all parties approve of the change order and agree on the price, they will sign documents amending the contract agreement to include the change order. Additionally, if the applicant is not funding the additional cost, new financing documents will be executed reflecting the increase.

J. Payment Schedule

The contractor will submit a payment request. If both the applicant and the Borough Building Inspector are satisfied with the work performed, the municipality will then release the payment.

Final payment will be released once all final inspections are made, a Certificate of Occupancy is issued (if applicable) and the Program staff receives a Property Owner Sign-off letter.

K. Appeal Process

If an applicant does not approve a payment that the housing/building inspector has approved, the disputed payment will be appealed to the Borough Council for a hearing. The Borough Council will decide if the payment shall be released to the contractor or the contractor must complete additional work or correct work completed before the release of the payment. The Borough Council's decision will be binding on both the applicant and the contractor.

L. Final Inspection

Upon notification by the contractor that all work is complete and where required a Certificate of Occupancy has been issued, a final inspection shall be conducted, and photographs taken. The Program staff (or a representative), the property owner, and the necessary contractors shall be present at the final inspection to respond to any final punch list items.

M. Record Restricted Covenant and Mortgage Documentation

Program staff will file the executed Restricted Covenant and Mortgage with the County Clerk.

N. File Closing

After the final payment is made, the applicant's file will be closed by the Program staff.

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SECTION V. PROCEDURE FOR INCOME-ELIGIBILITY CERTIFICATION

A. Complete a Household Eligibility Determination Form

The Program staff shall require each member of a tenant household who is 18 years of age or older to provide documentation to verify their income, pursuant to the Uniform Housing Affordability Controls at N.J.A.C. 5:80-16.1 et seq. (except for the asset test).[1] Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

- Four current consecutive pay stubs, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.

- Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.

- A letter or appropriate reporting form verifying monthly benefits such as

    - Social Security or SSI – Current award letter or computer printout letter

    - Unemployment – verification of Unemployment Benefits

    - Welfare -TANF[2] current award letter

    - Disability - Worker's compensation letter or

    - Pension income (monthly or annually) – a pension letter

- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court or education scholarship/stipends – current award letter.

- Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates).

- Evidence or reports of income from directly held assets, such as real estate or businesses.

[1] Asset Test – N.J.A.C. 5:80-26.16(b)3 which provides that if an applicant household owns a primary residence with no mortgage on the property valued at or above the regional asset limit as published annually by COAH, a certificate of eligibility shall be denied by the administering agency, unless the applicant's existing monthly housing costs …exceed 38 percent of the household's eligible monthly income.

[2] TANF – Temporary Assistance for Needy Families

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- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.

- Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income.

Income

1. Wages, salaries, tips, commissions
2. Alimony
3. Regularly scheduled overtime
4. Pensions
5. Social security
6. Unemployment compensation (verify the remaining number of weeks they are eligible to receive)
7. TANF
8. Verified regular child support
9. Disability
10. Net income from business or real estate
11. Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
12. Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.
13. Rent from real estate is considered income
14. Any other forms of regular income reported to the Internal Revenue Service

Not Income

1. Rebates or credits received under low-income energy assistance Programs

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2. Food stamps
3. Payments received for foster care
4. Relocation assistance benefits
5. Income of live-in attendants
6. Scholarships
7. Student loans
8. Personal property such as automobiles
9. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
10. Part-time income of dependents enrolled as full-time students
11. Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months.

Student Income

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking Program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage payments, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the agency responsible for administering the rehabilitation Program should determine the imputed interest from the value of the property. The administering agency should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current money market rates, interest will be imputed on the determined value of the real estate.

B. Records Documenting Household Composition and Circumstances

The following are various records for documenting household information:

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- Social Security records or cards. Either individual Social Security card or letter from Social Security Administration
- Adoption papers, or legal documents showing adoption in process
- Income tax return
- Birth Certificate or Passport
- Alien Registration Card

C. Certification

Certify the income eligibility of low- and moderate-income households by completing the application form. Provide the household with the original and keep a copy in the project files.

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SECTION VI. CONTRACTOR RELATED PROCEDURES

A. Contractor Selection

Contractors must apply to the Program staff to be placed on the pre-approved contractors list. Contractors seeking inclusion on the list must submit references from at least three recent general contracting jobs. Contractors also must submit documentation proving financial stability and the ability to obtain performance bonds. If it is ever necessary for the municipality or the Program administrator to access the performance bond in order to complete a project, the contractor will be removed from the pre-approved contractors list. Contractors must carry workmen's compensation coverage and liability insurance of at least $100,000/$300,000 for bodily injury or death and $50,000 for property damage. Only licensed tradesmen will be permitted to perform specialty work such as plumbing, heating and electrical.

B. Number of Proposals Required

The property owner will select a minimum of three general contractors from a list of pre-approved contractors. Property owners may not select contractors who do not appear on the list. The approved work write-up will be submitted to the selected contractors by the Program staff. Contractors must visit the property and submit bids within 30 days. The contract will be awarded to the lowest bidder, provided that the housing/building inspector or the professional who drafted the work write-up certify that the work can be completed at the price bid and that the bid is reasonably close to the cost estimate. Bids must fall within 10 percent of the cost estimate. If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

C. Contractor Requirements

Upon notification of selection, the contractor shall submit all required insurance certification to the Program staff. A contract signing conference will be called by the Program staff to be attended by the property owner and contractor. At the time of Agreement execution, the contractor shall sign a Certification of Work Schedule prepared by the Program staff. The Contractor agrees that all construction/rehabilitation shall be executed in accordance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et.seq.) and subject to 24 CFR Part 35.

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SECTION VII. 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
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility

B. Files of applicants approved for the Program will also contain the following additional documentation:

- Housing Inspection Report
- Photographs - Before
- Certification of Property Eligibility or Determination of Ineligibility
- Proof of Homeowners Insurance
- Copy of Deed to Property

C. For properties determined eligible for the Program where the applicants choose to continue in the Program, the files shall contain the following:

- 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
- Certification of Completion
- Certification of Release of Contractor's Bond

Individual files will be maintained throughout the process.

D. Rehabilitation Log

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

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E. Monitoring

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

- Street Address
- Block/Lot/Unit Number
- Income: Very Low/Low/Mod
- Final Inspection Date
- Funds expended on Hard Costs
- Development Fees expended
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls
- Length of Affordability Controls (yrs)
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

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SECTION VIII. PROGRAM MARKETING

The municipality will conduct a public meeting announcing the implementation of the housing rehabilitation Program. 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.

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SECTION IX. RENTAL PROCEDURES

Rental units are subject to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5-80:26.1 et. seq. once the rental units are rehabilitated.

A. Fair Housing and Equal Housing Opportunities



It is unlawful to discriminate against any person making application to participate in the rehabilitation Program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.

For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or http://www.state.nj.us/lps/dcr/index.html.

B. Overview of the Affordable Housing Administration Process for Rental Units

- The Borough must select an agency or individual, experienced in the administration of a rehabilitation Program to administer the Borough's Program (herein after referred to as the "administering agency"). The chosen administering agency may be the Borough-appointed Municipal Housing Liaison or Administrative Agent (or combination thereof), a nonprofit agency, State agency or consultant that administers the Program within the municipality.

- The administering agency implements the municipality's Affirmative Marketing Plan.

- The administering agency serves as the initial point of contact for all inquiries generated by the affirmative marketing efforts and sends out pre-applications to interested callers.

- The administering agency will accept these returned pre-applications for a specific period of time, for example, 30 to 90 days. At the end of this time period these applications will be randomly selected, through a lottery, to create a pool of applicants.

- The administering agency pre-qualifies applicants in the applicant pool for income eligibility and sends either a rejection letter to those over income or a preliminary approval letter to those who appear income-eligible.

- When a unit becomes available, the administering agency will interview the applicant households and proceed with the income qualification process.

- The administering agency must notify applicant households in writing of certification or denial within 20 days of the determination.

- Once certified, households are further screened to match household size to bedroom size.

- Certified households that are approved for a rental affordable housing unit will sign Appendix K and any other applicable documents, which are held in the applicant file. Applicants then make an appointment with the leasing agent. Applicant households seeking rental units proceed with a credit check, which is generally conducted by the developer, affordable housing sponsor or landlord. If approved, the applicant will sign the lease, pay the first month's rent and the security deposit and receive the keys.

- The certified household moves in to the affordable rental unit.

C. Roles and Responsibilities

The administering agency is responsible for coordinating all the activities of the municipal government as it relates to the creation and administration of affordable housing units, in conjunction with the Municipal Attorney, where appropriate (see the section **Responsibilities of the Municipal Attorney**). The primary purpose of the administering agency is to ensure that all affordable housing projects are established and administered according to the Regulations as outlined in an Operating Manual. The duties of the administering agency include the following duties.

Monitor the status of all restricted units in the municipality's Fair Share Plan. It is the administering agency's responsibility to know the status of all restricted units in their community.

Serve as the municipality's primary point of contact for all inquiries from the State, developers, affordable housing sponsors, owners, property managers, and interested households. The administering agency serves as the municipality's primary point of contact on affordable housing issues. Interested applicants should be provided with information on the types of affordable units within the municipality.

Compile, verify and submit annual reporting. The administering agency is responsible for collecting much of the data that is ultimately included in an annual monitoring report. It is also the administering agency's responsibility to collect and verify this data and consolidate it into the annual report.

Secure written acknowledgement from all owners that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the administering agency.

Create and adhere to an Operating Manual. Administering agencies are required to follow the policies and procedures of an Operating Manual, as applicable to the scope of services they have been contracted to perform.

Implement the municipality's Affirmative Marketing Plan. The administering agency, the developer, affordable housing sponsor or owner could be responsible for implementing the Affirmative Marketing Plan adopted by the municipality. At the first meeting with the administering agency and the developer, affordable housing sponsor or owner this responsibility should be discussed. Affirmative marketing includes conducting regional outreach and advertising for available affordable units. Advertising costs may also be delegated to the developer, but this

must be established by ordinance and a condition of approval of the Planning Board or Zoning Board.

Accept applications from interested households. In response to marketing initiatives, interested households will contact the administering agency. The administering agency will supply applicants with applications, provide additional information on available units and accept completed applications.

Conduct random selection of applicants for rental of restricted units. The administering agency is responsible for conducting the random selection in accordance with the Affirmative Marketing Plan and any related local ordinances, and as described in the Operating Manual.

Create and maintain a pool of applicant households. This includes reaching out to households in the applicant pool to determine continued interest and/or changes in household size and income.

Determine eligibility of households. The task of collecting application materials and documentation from applicant households and analyzing it for eligibility is the responsibility of an administering agency. A written determination on a household's eligibility must be provided within twenty (20) days of the administering agency's determination of eligibility or non-eligibility. Whether or not the household is determined to be eligible for a unit, it is an administering agency's responsibility to secure all information provided by the household in individual files and to maintain strict confidentiality of all information regarding that household. An administering agency is required to ensure that all certified applicants execute a certificate acknowledging the rights and requirements of renting an affordable unit, in the form of Appendix K of UHAC.

Establish and maintain effective communication with property managers and landlords. Property managers and landlords of restricted units should be instructed and regularly reminded that the administering agency is their primary point of contact. The administering agency must immediately inform all property managers and landlords of any changes to the administering agency's contact information or business hours.

Property managers and landlords should be instructed to immediately contact the administering agency:

- Immediately upon learning that an affordable rental unit will be vacated.
- For review and approval of annual rental increases.

Provide annual notification of maximum rents. Each year when COAH or the Affordable Housing Professionals of New Jersey or another competent, equivalent agency, releases its low- and moderate-income limits, rental households must be notified of the new maximum rent that may be charged for their unit. The administering agency's contact information must be included on such notification in case the tenant is being overcharged.

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Serve as the custodian of all legal documents. An administering agency is responsible for maintaining originals of all legal instruments for the units in their portfolio. Throughout the duration of a control period, an administering agency must maintain a file containing its affordability control documents. This includes, but is not limited to, the recorded Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Repayment Mortgages, Repayment Mortgage Notes, Leases and Appendix K.

Serve as point of contact on all matters relating to affordability controls. It is recommended that the administering agency develop a system to be notified by lenders when a unit is at risk of foreclosure. In the event of a foreclosure, the administering agency should work with the foreclosing institution to ensure that the affordability controls are maintained. The administering agency should seek the counsel of the municipality's attorney on legal matters that threaten the durability of the affordability controls.

An administering agency is responsible for collecting the reporting data on each unit in their portfolio.

Maintain and distribute information on HUD-approved Housing Counseling Programs.

Responsibilities of the Municipal Attorney

The Municipal Attorney assists the municipality with developing, administrating, and enforcing affordability controls, including but not limited to

- Providing all reasonable and necessary assistance in support of the administering agency's efforts to ensure compliance with the housing affordability controls.

Responsibilities of Owners of Rental Units

Open and direct communication between the Owners of rental units and the administering agency is essential to ongoing administration of affordability controls. The Owner must provide the administering agency with information on vacancies. Owners of rental units are also responsible for working with the administering agency to ensure that the administering agency has all necessary information to complete the annual reporting.

Responsibilities of Landlords and Property Managers

Landlords and property managers must place a notice in all rental properties annually informing residents of the rent increase for the year and the contact information for the administering agency.

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APPENDIX E

The Villages at New Providence

- 1989 Developer's Agreement

DEVELOPER'S AGREEMENT

THIS AGREEMENT, made this 21 day of Aug. , 1989, by and between:

RELDUS ASSOCIATES, L. P., a limited partnership of the State of New Jersey with principal offices c/o The Sudler Companies, 75 Eisenhower Parkway, Roseland, New Jersey 07068, hereinafter referred to as "Owner", and

BOROUGH OF NEW PROVIDENCE, a municipal corporation of the State of New Jersey, County of Union, with principal offices at the Lincoln Municipal Complex, 360 Elkwood Avenue, New Providence, New Jersey, hereinafter referred to as "Borough":

W I T N E S S E T H:

WHEREAS, the Owner is the owner and proposed developer of property known and designated as Lot 7 in Block 340 consisting of 5.0656 acres, which is depicted on the Offical Tax Map of the Borough of New Providence as presently constituted; and

WHEREAS, the above described property is presently or is about to be within the A-1 Affordable Housing Zone; and

WHEREAS, the Borough of New Providence has petitioned for substantive certification of its Housing Element Plan pursuant to its obligation under the provisions of the New Jersey Fair Share Housing Act; and

WHEREAS, as a result of the mediation process between the Borough of New Providence, the Owner and the Council on Affordable Housing, the Owner and the Borough have determined that the provisions of this Agreement will insure the preservation of the rights of the Owner to develop said property and will serve the public interest by providing available units of affordable housing under the Fair Share Housing Act.

NOW, THEREFORE, in consideration of the premises set forth above, and the mutual covenants and promises hereinafter contained, the parties hereto, for themselves, their successors and assigns, hereby agree to the following:

ARTICLE I. DEVELOPMENT, DENSITY, CONTRIBUTION TO THE PUBLIC HOUSING FUND AND SALES AND RENTALS

A. Notwithstanding the provisions of the Zoning Ordinance of the Borough of New Providence, limiting density to six dwelling units per acre, the Borough agrees to grant to the

Owner the right and agrees to change the zoning affecting the property, if necessary, in order to effectuate such right to erect fifty (50) one-family condominium units for sale or rental on the above described property provided that ten (10) of said units shall be constructed pursuant to and in accordance with the provisions for affordable housing as same are set forth in the Zoning Ordinance of the Borough of New Providence and the New Jersey Fair Share Housing Act. The Borough agrees that the property may be developed in such phases as the owner may determine from time to time provided that implementation and construction of these units to be devoted to low and moderate income families shall be in a ratio provided for by the phasing regulations of the Council On Affordable Housing. The Owner shall in accordance with Section T-2 of the Zoning Ordinance of the Borough of New Providence contribute the amount of $1,312.00 to the Housing Fund of the Borough of New Providence in the manner and mode as provided pursuant to the Zoning Ordinance of the Borough of New Providence. It is understood and agreed by the Borough that the units may, at the Owner's sole election, be sold or rented.

B. The right of the Owner to obtain building permits for the construction and maintenance of the units aforesaid is strictly conditioned upon site plan approval by the Planning Board of the Borough of New Providence, which will expeditiously

be considered upon application by the Owner, and which said site plan review shall be subject to the following specific requirements.

1. Screening will be provided by the Owner around the perimeter of the property except where same fronts upon a public road in a manner to be agreed upon between the Planning Board of the Borough of New Providence and the Owner provided the cost of same shall not exceed $35.00 per lineal foot.

2. Main area heating in the affordable housing units shall be by means other than electric heat.

C. Sanitary sewers, storm sewers, drainage ditches, utilities, streets, curbs, street signs, street lighting, monuments serving the property and all other required public improvements to the property shall be installed by the Owner in accordance with plans to be prepared by the Owner and approved by the Borough and with all State and local laws, present improvement ordinances and regulations of the Borough and in accordance with the map to be approved by the Planning Board. The Borough agrees that the public improvements required in connection with the development may not be and need not be installed initially but shall be installed as the phases of the

development are constructed provided that a cash or surety bond shall be placed with the Borough insuring the completion of all public improvements necessary for the completion of the development will be complete. The amount of said cash deposit or surety bond will be determined by the Borough Engineer. All work must be completed within three years from the date of this Agreement unless said time is extended by the Borough, in writing.

D. The Owner will furnish to the Borough proper metes and bounds descriptions with respect to the various easement areas shown upon the map to be approved by the Planning Board. Within ten days after approval of written easements by the Borough, the Owner shall execute and deliver the same to the Borough.

E. The Owner agrees to maintain except for snow plowing any public improvements and to correct any defects therein, as determined by the Borough Engineering Department, for a period of one year after approval and acceptance of the improvements by the Borough.

F. The Owner shall install check valves on all residential units connections of a type and manufacturer

acceptable to the Borough Engineering Department. Owner shall take appropriate measures to prevent debris from getting into the check valves and said valves shall be readily accessible for maintenance purposes.

G. The Owner shall provide for the installation of fire hydrants for the condominium units and/or rental units to be served thereby prior to the issuance of any Certificate of Occupancy in accordance with the final site plan approval with respect to such units.

H. The Owner shall, for a period of one year after acceptance of the completed public improvements, as required, ensure that all dead trees on any public right-of-way within said development shall be removed.

I. The Owner shall, if required by the improvement ordinance and regulations of the Borough, install four monuments as per the final site map for said development to be approved by the Planning Board.

J. The Owner shall in all respects comply with the provisions of the Affordable Housing Ordinance of the Borough of New Providence and specifically will comply with those provisions relative to the sales and rentals of such units to

insure that required priority is afforded to lower income residents and employees of the Borough of New Providence. In all respects the Owner shall comply with the regulations of the Council on Affordable Housing and the Fair Share Housing Act.

ARTICLE II. DRAINAGE, GRADING AND HANDLING OF DEBRIS

A. All springs or water emanating from the development shall be piped to the nearest available storm sewer or brook.

B. Water from dwelling leaders and sump pumps shall be piped to a dry well to be constructed as required.

C. The Owner will ensure that all units and other areas in said development will be properly graded and properly drained in accordance with Soil Erosion and Sediment Control regulations and will, in this regard, obey all instructions of the Borough Engineering Department or Construction Official relating thereto. In particular, it is understood and agreed that all units shall be graded so that the finished grade slopes away from all four sides of the dwelling at a grade of not less than three percent for a minimum distance of ten feet. Units shall otherwise be graded so as to cause surface runoff to drain

toward the curb and/or swaled to prevent excessive runoff to adjoining lots except as may be provided otherwise in the plans approved by the Planning Board. Terraces or banks shall not have a slope greater than 2 to 1, and all plans for retaining walls shall be subject to approval by the Construction Official.

D. The Owner shall ensure that no stumps, dead trees or debris are deposited on or permitted to remain upon any of the three new lots created by the subject subdivision, nor shall any stumps, dead trees or debris be deposited below the surface of the earth except as provided by N.J.A.C. 7:26-1.7. The provisions of this paragraph do not apply to debris left or trees cut or removed by occupants after issuance of a Certificate of Occupancy.

E. In the event that any new drainage problem shall be created on adjoining properties by development of this subdivision, corrective measures shall be provided by the Owner at his expense at such places and in such manner as the Borough Engineering Department may direct.

F. The Owner will remove silt deposited in the Borough's storm sewers, brooks and catch basins or other drainage areas resulting from the washdown of soil or debris in the course of construction. Any instruction given by the

Borough Engineer, Construction Official or Soil Conservation District Office to prevent such washdown shall be promptly carried out by the Owner.

ARTICLE III. AVOIDANCE OF NUISANCES DURING CONSTRUCTION

A. The Owner hereby agrees that at all times during construction, they will see to it that all access roads leading to the development are kept free of dirt, stones, mud and other debris. The Owner also agrees to provide adequate off-street parking facilities for the use of workers and visitors and that sanitary facilities will be provided for said workers.

B. Any and all damage occasioned to the public roads, which is directly attributable to the Owners during its operation in this development, shall be repaired at the sole cost and expense of the Owner.

C. There shall be no burning of debris in said development.

D. The Owner shall bear the responsibility of ensuring that its agents, employees and subcontractors fully comply in all respects with the terms and conditions of this Developer's Agreement.

ARTICLE IV. ON-SITE SUPERVISION AND WORK HOURS.

A. The Owner shall appoint a job superintendent whose name, home address and telephone number shall be furnished to the Borough Engineering Department and Police Department and shall immediately notify the Borough of any change. The superintendent is to be on the job at all times while any work is being performed or be immediately available by telephone to the responsible Borough Officials.

B. No construction work other than sales shall be performed in the subdivision by the Owner, his agents, employees, servants or subcontractors between the hours of 6 p.m. and 7 a.m., weekdays and all day Sunday.

ARTICLE V. BUILDING PERMITS.

A. All applications for building permits shall be accompanied by a surveyor's plot plan for each unit involved, which plan shall clearly show critical elevations and the location of any trees which are intended to remain. Building permits for units shall be issued on application of the Owner only.

B. The Owner will make every reasonable effort to preserve trees presently growing in this development.

ARTICLE VI. CERTIFICATES OF OCCUPANCY

The Owner warrants that no deeds shall be delivered to purchasers of units or units rented as delineated on the site plan aforesaid nor will any of the said purchasers or tenants be permitted to occupy said units unless and until proper Certificates of Occupancy have been issued with respect thereto. The issuance of Certificates of Occupancy shall not relieve the Owner of the subdivision from completely performing all of the work remaining to be done pursuant to this Agreement, and said work shall be promptly completed upon receipt of notice to that effect from the Borough Engineering Department or its representative. In particular, it is understood and agreed by the parties hereto that prior to the issuance of Certificates of Occupancy all public improvements shall have been installed, excepting any improvement which the Borough Engineering Department expressly agrees may be deferred.

Inasmuch as the development shall be constructed in phases, the Owner shall not be required to install the final top

coat of paving on roadways or walkways prior to the issuance of Certificates of Occupancy, but a stablized base shall be satisfactory. Landscaping shall not be required prior to the issuance of Certificates of Occupancy provided that landscaping for the Affordable units shall be completed prior to the issuance of a Certificate of Occupancy for such units. Certificates of Occupancy for the Affordable housing units shall be issued only in the proportion provided for by the regulations of the Council on Affordable Housing relating to phase development, if in fact, the Owner determines to utilize phase construction.

ARTICLE VII. SECURITY FOR PERFORMANCE OF OBLIGATIONS

A. The Owner shall, in connection with the construction of the improvements herein set forth for each phase, be required to provide to the Borough sufficient security guarantying the satisfactory construction and installation of such improvements.

B. The security to be required by the Borough with respect to construction and installation of the improvements for each phase of the development shall be in an amount equal to 100

percent of the estimated cost of construction of the improvements allocable to such phase, execpt that the Owner may, at its option, provide separate security for any discrete portion of the improvements for a phase. Such security may, at the option of Owner, be in the form of any one of the following or any combination thereof: (i) a performance bond issued by a surety company; (ii) a cash deposit; (iii) a letter of credit issued by a commercial bank; or (iv) an agreement between and among Owner, the Borough and Owner's construction lender under which Owner agrees to deposit the amount of such security with the construction lender and the construction lender agrees to hold such amount and pay over the same to Owner only upon joint instructions from Owner and the designated representative of the Borough upon completion of construction by Onwer of the improvements required for the phase of the development. The Borough agrees to enter into the tri-party agreement described in item (iv) as to all or any portion of the required security for the improvements allocable to a phase. The time period for performance by Owner for the improvements allocable to the phase shall be determined in connection with each phase, and the Owner shall not be deemed in default so that the Borough may utilize any of the security until the expiration of a time period equal

to the time period estimated by Owner's engineer for the construction and installation of the improvements for such phase, plus six months, all subject to extension by reason of force majeure.

C. In the event that any portion of the security shall be in the form of a cash deposit, such deposit shall be invested by the Borough in an interest bearing account in accordance with the provisions of N.J.S.A. 40:55D-53.1, and interest shall be payable in accordance with such statute.

D. In the event of a default by Owner in connection with the installation of the improvements allocable to a phase, the Borough shall have the right to enforce this Agreement and realize upon the security, provided the Borough complies with the following procedures. The Borough shall first notify the Owner of the default or deficiency by the Owner in failing to comply with its obligations in connection with the installation of the improvements. In the event that the Owner shall fail to remedy such default or deficiency within a period of sixty (60) days after such notice (such time period to be extended so long as the Owner promptly commences and diligently pursues the remedying or correcting of such default or deficiency, then the Borough shall have the right to realize upon such portion of the

security as shall reasonably be required in order to correct or complete the default or deficiency in the performance of the Owner. The Borough may utilize the security to the extent required for payment of all necessary costs and expenses incurred by the Borough to complete or correct the work which the Owner was obligated to perform.

E. As the work progresses in the construction and installation of improvements for each phase, the security posted for such work, or a discrete portion thereof, shall, from time to time during the course of the work, be reduced in proportion to the amount of the work performed within fifteen (15) days after request by the Owner and certification of such performance by the engineers for Owner and the Borough. Such release of portions of the security shall not affect or limit the Borough's rights with respect to the balance of the security.

F. Upon completion of the improvements for a phase or the discrete thereof for which security has been provided, the security for such phase or portion shall be released within fifteen (15) days after request by the Owner and certification by the engineers for the Owner and the Borough that the work has been substantially completed substantially in accordance with

the plans therefor and with the requirements of the Borough with respect thereto. Such release by the Borough shall otherwise be in accordance with the provisions of N.J.S.A. 40:55D-53(d), (e), (f) and (g).

G. The Owner hereby agrees to procure at his sole expense, all necessary permits and furnish any bond reasonably required for the opening of any State of County roads.

H. The Owner's application, all maps on file, construction plans, detail maps and state laws, municipal ordinances, regulations and official acts with respect to the subdivision development, the New Providence Planning Board Resolution, and all the terms and conditions of approval are incorporated herein by reference as if set forth at length.

ARTICLE VIII. SALE OF LANDS

A. In the event the Owner should determine to sell or dispose of the lands or any portion thereof, upon which a Certificate of Occupancy has not been issued, then and in that event, the Owner will condition said sale or disposition upon an undertaking on the part of the successor in title, to execute and deliver an agreement with the Borough, under the terms of

which said successor shall assume and agree to perform all of the obligations herein contained. In addition, said Owner will promptly notify the Borough in writing of said proposed sale and of the date when title is to close with respect thereto. Acceptance by the Borough of an assumption agreement made pursuant to the provisions of this paragraph shall not release the Owner from his obligations hereunder.

B. The cost of preparation of any assumption agreement, as provided for under the terms of Paragraph "A" above, shall be borne by the Owner.

ARTICLE IX. MISCELLANEOUS

A. The terms and conditions of the final site plan approval by the Planning Board are incorporated herein and made a part hereof by reference effective on the date of their adoption and agreement by the Owner and the Planning Board.

B. This Agreement shall bind the Parties, their successors, heirs and assigns and the obligations herein shall run with the land.

C. The Borough agrees to allocate for a period of two (2) years a sewer treatment and discharge capacity of 400 GPD

for each of the 50 condominium units to be constructed upon the property (ie., a total of 20,000 GPD of sewage treatment and discharge capacity). The Borough agrees that the Owner's application for sewer capacity shall be given priority over all other pending applications, except other applications with respect to affordable housing.

D. The Borough and Owner agree that the units may be either rental or sale units, but in either instance the Affordable units shall be offered strictly in accordance with the regulations of the Council On Affordable Housing and the Affordable Housing Ordinance of the Borough of New Providence. The Owner recognizes that failure to comply with the provisions aforesaid will subject it to the "quasi criminal" penalties provided by law.

E. The Owner agrees to make application for site plan approval to the Planning Board within three (3) months of the date hereof for the first phase of the development and to complete said first phase within two (2) years of site plan approval.

F. *

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed

* F. The Owner's liability under this Agreement, or for the collection of any judgment, shall be limited to its interest in the property.

by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

WITNESS:

RELDUS ASSOCIATES, L. P.

General Partner

ATTEST:

Borough of New Providence

By:

Wendi B. Barry
Borough Clerk

Harold Weideli, Jr., Mayor

APPENDIX F

Patriot Village

- 2004 Developer's Agreement

DEVELOPER'S AGREEMENT

THIS AGREEMENT, made the 30 day of August, 2004 between Patriot's Village Associates, L.L.C., a limited liability company, existing under the laws of the State of New Jersey, having its principal place of business at 75 Claremont Road, Bernardsville, New Jersey 07924 (hereinafter referred to as the DEVELOPER) and the BOROUGH OF NEW PROVIDENCE, a municipal corporation of the State of New Jersey with offices located at the Municipal Building, 360 Elkwood Avenue, New Providence, New Jersey 07974 (hereinafter referred to as the BOROUGH).

WHEREAS, the DEVELOPER is the owner of property located at Block 121, Lots 26 and 27 also known as 53 Division Avenue, New Providence, New Jersey (Brennan's Dairy), which tract is shown upon a plat entitled "Patriot Village 18 Townhouse/Condominium Units Preliminary and Final Site Plan Application Prepared by Paulus, Sokolowski and Sartor, LLC dated 5-21-03 and last revised on 12-3-03";

WHEREAS, the Planning Board of the Borough of New Providence granted preliminary and final site plan approval under the Municipal Land Use Law pursuant to N.J.S.A. 40:55D-46 and 50 and variance relief under the Municipal Land Use Law pursuant to N.J.S.A. 40:55D-70(c) to the DEVELOPER subject to certain terms and conditions, all as set forth in a Resolution adopted by said Board on January 6, 2004 and memorialized in a Resolution adopted by the Board on February 3, 2004, a copy of which is attached hereto and made a part hereof as Exhibit A;

WHEREAS, the approval permits the construction of 18 rental unit townhouse/condominium units, including four (4) Mount Laurel compliant units; and

WHEREAS, it is appropriate that the DEVELOPER enter into an agreement with the BOROUGH with respect to the obligations of the respective parties in connection with the development of property located at Block 121, Lots 26 and 27.

NOW, THEREFORE, in consideration of the granting of preliminary and final site plan approval and ancillary "c" variance relief and the mutual covenants and obligations hereinafter set forth the DEVELOPER and the BOROUGH hereby agree to and with each other as follows:

ARTICLE I. COMPLETION OF IMPROVEMENTS. The DEVELOPER shall at its own cost and expense complete, on or before two (2) years from the date the Developer's Agreement is executed, all required improvements in accordance with the plans and specifications therefor approved by the BOROUGH Planning Board.

The DEVELOPER shall arrange for the installation, on or before two (2) years from the date the Developer's Agreement is executed, of all underground utilities to be installed by public utility companies which will own and maintain such facilities after installation. Such underground utilities shall be installed in accordance with the plans therefor approved by the BOROUGH Planning Board. The DEVELOPER has paid to said public utility companies all charges which are required for such installation, including any refundable deposits.

ARTICLE II. PERFORMANCE GUARANTEES. The DEVELOPER shall furnish to the BOROUGH a cash deposit and a performance bond or bonds in the amounts specified in the cost estimate prepared by Paulus, Sokolowski and Sartor, LLC, a copy of which is annexed hereto as Exhibit B.

The cash deposit agreement and performance bonds shall be in a form approved by the BOROUGH Attorney. The amount of the performance bond or bonds may be reduced in accordance with the provisions of N.J.S.A. 40:55D-53 when portions of the preliminary and final site plan improvements have been completed and approved. Notwithstanding this clause, there are no public improvements to be dedicated to the Borough.

ARTICLE III. OPERATIONS.

A. Nuisance – Developer agrees not to commit any public or private nuisance. Developer shall comply with municipal noise control ordinances and any applicable ordinances regulating construction. No provision of this Agreement shall be deemed to be a waiver of any right of the municipality or its agencies under any statute, ordinance or other law.

B. Abatement of Unsafe Conditions – Developer shall correct and make safe any dangerous or unsafe condition created by it or those acting for it adversely affecting the public safety or general welfare or affecting the safety or welfare of other occupants of the project as determined by the appropriate enforcement official of the municipality.

C. Insurance – Developer shall procure insurance for public and personal injury liability and property damage liability including contingent liability and contractual liability which result from the performance of the work required under this Agreement and shall provide the municipality prior to starting work with a Certificate of Insurance designating the municipality as an additional insured under each policy which shall be in the following amounts:

One person in any occurrence	$1,000,000
Two or more persons in any one occurrence	$2,000,000
Property damage in any one occurrence	$200,000
Aggregate property damage limit	$500,000

The Developer further covenants and agrees that it will provide automobile liability and property damage insurance coverage and provide the municipality with a Certificate of Insurance designating the municipality as an additional insured under the policy which insurance coverage shall be in the following amounts:

Bodily injury, each person	$1,000,000
Bodily injury, each occurrence	$2,000,000
Property damage	$500,000

Developer further covenants and agrees it will provide workmen's' compensation insurance coverage for employees and will require evidence of such coverage to be supplied by any subcontractor who may be employed to perform work under this Agreement.

ARTICLE IV. PUMPING STATION. The DEVELOPER shall install at its own cost and expense a small pumping station with a force main that will tie into a sanitary sewer manhole constructed in Division Avenue. The operation and maintenance of the pump station shall be the responsibility of the DEVELOPER.

ARTICLE V. AFFORDABLE HOUSING UNITS. The subject property is located within the A-2 Affordable Housing Zone. The DEVELOPER has received preliminary and final site plan approval to construct eighteen (18) townhouse/condominium units, including four (4) Mt. Laurel units. The DEVELOPER shall in all respects comply with the provisions of the Affordable Housing Ordinance of the BOROUGH of New Providence and specifically will comply with those provisions relative to the rentals of

such units to insure that required priority is afforded to lower income residents and employees of the BOROUGH of New Providence.

ARTICLE VI. **RESIDENTIAL DEVELOPMENT FEES.** Since the subject property is located within the A-2 Zone District, the DEVELOPER shall pay a development fee of one-half of one percent (1/2 of 1%) of the equalized assessed value of any eligible residential activity pursuant to Section 275-16 of the Land Use Code of the BOROUGH of New Providence. Pursuant to Section 275-19, the DEVELOPER shall pay fifty percent (50%) of the calculated development fee to the BOROUGH of New Providence at the issuance of building permits. The development fee shall be estimated by the Tax Assessor prior to the issuance of building permits.

The DEVELOPER shall pay the remaining fee to the BOROUGH of New Providence at the issuance of Certificates of Occupancy, and the Tax Assessor shall calculate the equalized assessed value in the appropriate development. The DEVELOPER shall be responsible for paying the difference between the fee calculated and Certificate of Occupancy and the amount paid at the time of the issuance of the building permit.

Pursuant to Section 275-18, developers of low and moderate income units shall be exempt from paying development fees. As a result, the DEVELOPER is exempt from paying development fees with respect to the four (4) affordable housing units to be constructed as part of this development project.

ARTICLE VII. **PRE-CONSTRUCTION MEETING.** At least 72 hours before any construction, a pre-construction meeting shall be held with municipal representatives, the DEVELOPER and its engineers and contractors. The meeting shall be held only after the engineer's opinion of probable cost has been submitted to the municipality for computation of engineering and inspection fees posted, the form of which is to be approved by the Municipal Engineer. In the event of temporary suspension of construction, the Municipal Engineer shall be notified of the renewed starting date. The Municipal Engineer shall use his best efforts to complete inspections in a timely manner so as to permit the DEVELOPER to proceed with construction in an orderly, safe and expeditious way. No back filling shall take place following the installation of any required improvements until inspection by the Municipal Engineer or his designee.

ARTICLE VIII. INSPECTION FEES. An escrow account shall be established to facilitate payment of all engineering inspection fees. Inspections by the Municipal Engineer or his designee shall be charged against this account at the rate prescribed by Ordinance.

ARTICLE IX. EASEMENTS. DEVELOPER shall provide a Deed of Easement to the municipality in connection with the construction of a detention basin and sewage pump station to be located on the site. The purpose of the Easement is to allow the municipality to access both the detention basin and the sewage pump station for purposes of maintenance and repair. Nevertheless, the BOROUGH, its agents, representatives or employees may, but shall have no duty to enter upon said lands that form a part of the Easement agreement for the purpose of cleaning, maintaining or repairing the detention basin and sewage pump station. The DEVELOPER shall meet with the BOROUGH Engineer in order to agree upon the final size and placement of an Easement for access to the detention basin and sewage pump station to be located on the site.

ARTICLE X. APPROVALS BY OTHER GOVERNMENTAL AGENCIES. It is agreed and understood that DEVELOPER shall be responsible to secure at its own cost and expense all other approvals required by County, State, Federal, Municipal or other agencies having jurisdiction prior to commencement of construction of the relevant improvement. Issuance of a building permit, or other action by the municipality, or its agents shall not constitute a waiver of DEVELOPER's obligation to secure other governmental approvals nor result in any estoppel being raised against the municipality in the event the DEVELOPER fails to secure the other necessary governmental approvals.

ARTICLE XI. MAINTENANCE OF PREMISES, MAINTENANCE AND REPAIR AFTER CONSTRUCTION. The municipality shall have the right, but not the obligation, to maintain and inspect all improvements which are completed by the Developer under this Agreement and the approvals granted by the Planning Board. In the event the DEVELOPER or owner fails to make repairs within a reasonable time period, the municipality shall have the authority to undertake the necessary work and to charge the DEVELOPER or owner for the cost of work completed.

ARTICLE XII. COMPLIANCE WITH ORDINANCES, LAWS AND TERMS AND CONDITIONS OF PRELIMINARY AND FINAL SITE PLAN APPROVAL; REMEDIES. In the development of the preliminary and final site plan, the DEVELOPER shall comply with all applicable State laws, rules and regulations and all BOROUGH Ordinances.

The DEVELOPER hereby accepts all the terms and conditions of preliminary and final site plan approval as set forth in the attached Resolution of the BOROUGH Planning Board adopted on February 3, 2004 and agrees to comply therewith.

It is understood and agreed by the BOROUGH and the DEVELOPER that if during the course of the development of the preliminary and final site plan the DEVELOPER shall fail to comply with any applicable State law, rule or regulation or any BOROUGH Ordinance or any term and condition of preliminary and final site plan approval and such failure of compliance shall have any current adverse effect upon any person or property designed to be protected during the course of the development of the preliminary and final site plan, then the BOROUGH may institute a suit against the DEVELOPER for injunctive and other relief to restrain further violations or compel compliance with applicable State laws, rules and regulations or BOROUGH Ordinance provisions or terms and conditions of preliminary and final site plan approval, if necessary or appropriate, to recover the reasonable costs of effectuating the same, and the BOROUGH shall not be required to await the date set for the completion of all improvements before instituting such a proceeding or obtaining relief against the DEVELOPER. Any performance bond furnished by the DEVELOPER shall recognize the right of the BOROUGH to proceed against the Surety to obtain the aforementioned reasonable costs without waiting for the date set forth the completion of all improvements.

The reference to certain remedies which may be elected by the BOROUGH is not intended to exclude any other remedy provided by law, all of which are intended to be available to the BOROUGH for the protection of the public interest.

ARTICLE XII. MISCELLANEOUS. The terms and conditions of the preliminary and final site plan approval by the Planning Board are incorporated herein and made a part hereof by reference effective on the date of their adoption and agreement by the DEVELOPER and the Planning Board.

A. The proposed sidewalks detailed on the plans shall be constructed in accordance with the requirements of the Americans with Disabilities Act.

B. Fencing will be extended to the wetlands area shown on the plans and shall be designed in an aesthetically pleasing fashion.

C. DEVELOPER shall install curbing in compliance with the requirements of the local Ordinance along Division Avenue.

D. Landscaping in the front yard shall include trees with an average size of 12 to 15 feet in height.

E. DEVELOPER shall cause the Easement to the Angiuoni Property, designated on Tax Maps of the BOROUGH of New Providence as Lot 25, Block 121 to be abandoned, cancelled or otherwise extinguished.

F. If any section of this Agreement shall for any reason be adjudged by a Court to be invalid, such Judgment shall not affect the remaining sections of this Agreement. The provisions of this Agreement are intended to be severable.

G. This Agreement shall be binding upon the successors and assigns of the parties signing it and each of the provisions of this Agreement shall have the same force and effect as if set forth at length as conditions of the grant of preliminary and final site plan approval.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals or caused these presents to be executed and attested by their proper corporate officers and their seals affixed hereto on the date and year first above written.

ATTEST:

[SEAL] Dolores M. Ruggiero

PATRIOT'S VILLAGE ASSOCIATES, L.L.C.

By _____
MICHAEL MENZA

ATTEST:

Marilyn A. Forgia, Deputy Clerk

[SEAL]

BOROUGH OF NEW PROVIDENCE

By _____
Mayor

STATE OF NEW JERSEY :
: SS:
COUNTY OF Somerset :

I CERTIFY that on August 30, 2004, Michael Menza 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 document; and
(b) signed, sealed and delivered this document as his or her act and deed.

Dolores M. Ruggiero
Notary Public of the State of New Jersey

DOLORES M. RUGGIERO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 9, 2004

STATE OF NEW JERSEY :
: SS:
COUNTY OF :

I CERTIFY that on , 2004, Marilyn A. Gorgia personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) this person is the Municipal Clerk Deputy of the Borough of New Providence, the municipal corporation named in this document.
(b) this person is the attending witness to the signing of this document by Allen Morgan, the proper corporate officer who is the Mayor of the municipal corporation;
(c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution dated 2-9-2004;
(d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
(e) this person signed this proof to attest to the truth of these facts.

Marilyn A Gorgia, Deputy
, Municipal Clerk

Sworn and Subscribed to before me
this 16th day of November 2004.

Joan Buday
(Notary Public)

JOAN BUDAY
Notary Public of New Jersey
My Commission Expires June 24, 2007

RECORD AND RETURN TO:

Richard Brigliadoro, Esq.
Weiner Lesniak LLP
629 Parsippany Road
P.O. Box 0438
Parsippany, New Jersey 07054

\\SERVER2\SYS\wp-data\cor\matters\17764 Developers Agreement rb.doc
last rev 5-20-04

BOROUGH OF NEW PROVIDENCE

PLANNING BOARD

RESOLUTION

WHEREAS, Patriot's Village Associates LLC, the owners of the property located at Block 121, Lots 26 and 27, also known as 51 Division Avenue, New Providence, New Jersey (the "Applicants"), have applied to the Planning Board of the Borough of New Providence (the "Board") for preliminary and final site plan approval and variances pursuant to N.J.S.A. 40:55D-70(c) for relief from the Borough's zoning ordinance to permit the construction of 18 rental unit townhomes, including four Mt. Laurel compliant units. The proposed side yard set back to the north is 20 feet, whereas 25 feet is the minimum required. The proposed side yard set back to the south is 16.5 feet, whereas 25 feet is the minimum required. The property is designated as Lots 26 and 27, Block 121 on the Borough Tax Map, and lies in the A-2 Zone; and

WHEREAS, the Board has reviewed the application, testimony and exhibits presented by the Applicants at the hearings conducted on September 16, 2003, October 21, 2003, December 15, 2003; and January 6, 2004; and

WHEREAS, the Board has made the following findings of fact and drawn the following conclusions of law:

FINDINGS OF FACT

1. The Applicant, Patriot's Village Associates LLC, is the owner of the premises known as 51 Division Avenue, New Providence, New Jersey. The property is

designated as Lots 26 and 27, Block 121 on the Borough Tax Map, and lies in the A-2 Zone.

2. The Applicant intends to construct 18 townhomes, including 4 Mount Laurel units, which are in violation of the set back requirements set forth at Chapter 310, Article IV, Section 310-10, Schedule II. Specifically, the proposed side yard set back to the north is 20 feet, whereas 25 feet is the minimum required. The proposed side yard set back to the south is 16.5 feet, whereas 25 feet is the minimum required. The Applicant is also seeking preliminary and final site plan approval.

3. The Applicant presented testimony of Michael Menza, one of the members of Applicant. Mr. Menza provided background information on the history of the site; the status of state, county and regional permits and approvals; and the need and location of a sign identifying the development.

4. Mr. Menza provided detail regarding changes to the plan from the initial submission that were made in connection with concerns of the neighbors and Borough professional staff. The application before the Board was reduced from three buildings to two, the pump station was relocated on the plans to a location approximately 90 feet from the nearest building, the driveway width was increased from 20 to 24 feet and parallel parking was eliminated. The plans also contain the location of the dumpster pad, which will be enclosed by a fence. Snow removal will be performed by utilizing the proposed detention basin for snow storage.

5. Joseph Flemming, P.E., P.P., provided testimony on behalf of the Applicant and was accepted by the Board as a licensed professional engineer. The existing site is comprised of a single-family dwelling that fronts Division Avenue, and

contains a dairy processing facility no longer in operation. The buildings are to the rear of the site. The site slopes away from Division Avenue at an approximately 5 percent pitch to the Salt Brook, an active stream that flows from the north-northwest to south-southwest and it bisects the site approximately two-thirds of the way back from Division Avenue. The lands immediately around and west of Salt Brook have been classified as freshwater wetlands. The total tract, including wetlands, is approximately three acres. The allowable coverage for the site is 50 percent. The actual percent total coverage based upon the 17 units proposed is only 23 percent. The majority of land disturbance is occurring on already-disturbed land.

6. The easement and driveway on the north side of the residential lot (lot 25) off of Division Avenue that cuts into the property will be abandoned. A large portion of the easement area will be landscaped and no portion of the easement will be used for access to the site. With respect to stormwater management and flood control, a requirement of the stream encroachment permit is compliance with the residential site improvement standards. Additionally, a water quality basin will be situated at the western end of the site. Based upon sheet flow and the stormwater management controls proposed, there will be no impact upon Division Avenue, properties to the east of Division Avenue or Lavina Court with respect to stormwater from the site.

7. Sanitary sewerage is collected by a gravity sewer running down the center of the court. A small pumping station will be installed and there is a force main that ties into a sanitary manhole constructed in Division Avenue. The operation and maintenance of the pump station shall be the responsibility of the owner. The development will contain 39 parking spaces as a result of redesigns during the hearing process. The

number of spaces satisfy the minimum requirements for the units proposed.

8. Regarding lighting and landscaping, existing trees around the perimeter are largely saved and new plantings are proposed in the wetlands area. Additionally, there are new trees proposed for the intersection with Division Avenue, which will include spruce trees and conifers.

9. With respect to lighting, an architecturally-styled fixture is proposed. Upward glare is cut off and the lighting plan is designed to avoid light trespass on neighboring properties. A four-foot sidewalk is proposed from Division Avenue to the rear of the development. Curbing as proposed will be six-inch faced Belgium block curbing.

10. John Leoncavallo, a licensed professional planner, appeared on behalf of the Applicant. The Board accepted Mr. Leoncavallo as a professional licensed planner. Mr. Leoncavallo testified that approximately 30 to 35 percent of the property is wetlands and floodplain, which limits the use of the subject site. The property is also irregular in shape and somewhat narrow. Additionally, there is a parcel along Division Avenue with a dwelling and garage structure as well as a dilapidated building that was an ice cream or milk manufacturer and food processing plant or distribution center.

11. Two side yard variances were requested by the Applicant. Because the property is adjacent to the R-2 Zone, the side yard requirement is 25 feet. The variance required on the northern side yard is to allow a side yard of only 16 ½ feet and the southern side yard is to allow a side yard of 20 feet.

12. The property is irregularly shaped. It is approximately 100 feet wide at the Division Avenue entrance and widens out. The floodplain and wetlands significantly

limit the developable land within the two lots. Approximately only half of the subject lots may be developed based upon these conditions.

13. The parcel has a unique size and shape. It has unusual depth and is unlike the positioning of adjacent lots, as they are better oriented to face Division Avenue. It is located near a public park and adjacent to an elongated parcel with greenhouses situated on it.

14. The topography is also unique as the subject property rises closest to Division Avenue and slopes down in the direction of the Salt Brook and the wetlands areas delineated on the site plans. There are difficulties in developing the subject property based upon the frontage and the requirements of the residential site improvement standards. The location adjacent to the R-2 zone also requires larger setbacks than would typically be required in the zone, and the wetlands located on the site further limit the ability to situate the development consistent with the side yard requirements.

15. The structures are compatible with local zoning requirements and are consistent with the Master Plan.

16. The handicapped parking spot located on the site plan is approximately one foot off the property line, although local ordinance requires 30 feet. This set back requirement cannot be met due to the wetlands line and the need to locate the handicapped spot centrally for both proposed buildings. While the set back requirements may be met if the spot was located on the western side of the subject parcel near the detention basis, it would be too remote from the dwelling units to be practical.

17. Furthermore, the proposed development will satisfy "Mount Laurel" requirements and the dilapidated structures will be removed, providing additional benefits to the Borough.

18. The negative impact is minimal. The development is consistent with the Master Plan in that the housing plan element discusses no revisions to the current zone requirements and there is no detriment to the public good. Furthermore, an easement from the property fronting on Division Avenue to the benefit of the subject property will be abandoned by the Applicant, which will be a benefit to that property and will limit the access points to the proposed development.

19. The zone plan is not negatively affected as the façade for the townhouses that faces Division Avenue will have the appearance of a single-family structure and the rest of the site is obscured by the existing house adjacent to the proposed development.

20. Residents of both Summit and New Providence provided comments and questioned the Applicant at length about issues relating to stormwater runoff, sanitary sewer maintenance, lighting, landscaping, sidewalks and other issues. John Phillips, Esq. represented certain members of the public with respect to concerns and comments on the above issues and others. The Applicant attempted, through revisions to the original site plan and further changes to the revised site plan, to address many of the relevant site plan issues raised by concerned members of the public and the Board.

CONCLUSIONS OF LAW

1. The proposed construction of 18 rental unit townhomes does not comply with the requirements for this lot as established by Chapter 310, Article IV, Section 310-

10, Schedule II. The request requires the granting of a "c" or "bulk" variances pursuant to N.J.S.A. 40:55D-70(c) and approval of preliminary and final site plan.

2. Through the testimony and exhibits presented, the Applicants have established that the application:

(a) relates to a specific piece of property, namely the Applicants' premises;

(b) that the purposes of the Municipal Land Use Law would be advanced by a deviation from the zoning ordinance requirements, namely the promotion of the public health, safety, morals and general welfare and the preservation of neighborhood character and conservation of neighborhood values;

(c) that the variance can be granted without substantial detriment to the public good;

(d) that the benefits of the deviation would substantially outweigh any detriment and

(e) that the variance will not substantially impair the intent and purpose of the zone plan and ordinance.

3. The Applicant has further satisfied the necessary requirements for preliminary and final site plan approval pursuant to Borough ordinances.

NOW, THEREFORE, BE IT RESOLVED, on this 6th day of January, 2004, that Patriot's Village Association LLC's application for preliminary and final site plan approval and "c" or "bulk" variances be and hereby is **GRANTED**, subject to the following conditions:

1. The rental until townhomes must be constructed strictly in accordance with the plans and testimony presented to the Board; and

2. The applicants must obtain a building permit and commence construction within six (6) months form the date of its issuance and complete construction within twenty-four (24) months thereafter;

3. This variance shall not constitute authority to engage in any construction which is not authorized by the Zoning Ordinances of the Borough of New Providence, except as expressly stated herein;

4. The Board will retain jurisdiction over landscaping and lighting for a period of two (2) years from completion of construction;

5. The proposed sidewalks detailed on the plans shall be constructed in accordance with the requirements of the Americans With Disabilities Act;

6. The low and moderate income units shown on the plans shall be constructed in accordance with the requirements of the Council on Affordable Housing ("COAH") rules and regulations;

7. Fencing will be extend to the wetlands area shown on the plans and shall be designed in an aesthetically pleasing fashion;

8. Applicant shall install curbing in compliance with the requirements of local ordinance along Division Avenue;

9. Landscaping in the front yard shall include trees with an average size of 12 to 15 feet;

10. Applicant shall cause the easement to the Angioni property, designated on the tax maps of the Borough of New Providence as lot 25, block 121, to be abandoned, cancelled or otherwise extinguished;

11. Applicant shall meet with the Borough Engineer and agree upon the final size and placement of an easement for access to the detention basin and sewage pump station to be located on the site;

12. The Applicant and Borough shall enter into a Developer's Agreement or amend any prior Developer's Agreement with respect to the property at issue, to the satisfaction of the Applicant and Borough; and

13. The Applicant shall receive and provide copies to the Borough of any necessary governmental approvals, including all required permits and approvals from Union County and the New Jersey Department of Environmental Protection.

ROLL CALL VOTE

Those in Favor: Mr. Flanagan, Mr. Kallaur, Mr. Morgan, Mr. Vengrow, Mr. Treventi, Ms. Anderson.

Those Opposed: ----------

The foregoing is a Resolution duly adopted by the Planning Board of the Borough of New Providence at its meeting on February 3, 2004.

ATTEST:

Secretary, Planning Board

Chairman, Planning Board

MENZA & BEISSEL, INC.
41 Stonehouse Road
Basking Ridge, NJ 07920
(908) 626-1400 Telephone
(908) 626-0700 Fax

Telecopier Transmission

Date: October 12, 2004

To: Marilyn Gorgia
via fax @ 908-665-9272

From: Michael Menza

Re: Patriot Village
53 Division Avenue
block 121, Lots 26 & 27

Number of pages including cover sheet: 4

Per our conversation, relative to the above property, the outstanding items that require Mayor and Council involvement are as follows:

- Acceptance of the Developer's Agreement, together with three Easements.
- Acceptance of the Performance Guarantee as issued from Greenwich Insurance Company.
- Additionally, a check in the amount of $7,863.12 was issued for the inspection fee.

To provide you with some background, I have enclosed correspondence to Wendi Barry dated September 30, 2004 and to Carl Woodward dated September 10, 2004.

Thank you for your help in this matter.

MENZA & BEISSEL, Inc.
LAND DEVELOPMENT & BUILDERS

September 30, 2004

Wendi Barry, Municipal Clerk
New Providence Borough
360 Elkwood Avenue,
New Providence, NJ 07974-1844

Re: PATRIOT VILLAGE
Block 121, Lots 26 & 27
53 Division Avenue

Dear Ms. Barry:

In accordance with Article II of our Developer's Agreement which we had executed and forwarded to Carl Woodward on September 10, 2004, we are obligated to establish a Performance Guarantee in favor of New Providence Borough. Therefore, please find enclosed an original surety bond #45038162, as issued by Greenwich Insurance Company.

Also enclosed is Check # 8656 in the amount of $7,863.12, which sum represents the Inspection Fee.

The bond amount and inspection fee was established by Herbert Lauterwald in correspondence dated August 2, 2004 (enclosed).

Should you require any additional information, please do not hesitate to contact me.

Very truly yours,

Michael Menza

41 Stonehouse Road, Basking Ridge, NJ 07920 • Office: 908-626-1400 • Fax: 908-626-0700

WEINER LESNIAK LLP

Attorneys at Law

RICHARD BRIGLIADORO
NJ BAR
Rbrigliadoro@weinerlesniak.com

629 Parsippany Road
P.O. Box 0438
Parsippany, New Jersey 07054-0438
(973) 403-1100
Facsimile (973) 781-1495

September 10, 2004

Via Lawyers Service
Carl R. Woodward, III, Esq.
Carella, Byrne, Bain, Gilfillan, Cecchi,
Stewart & Olstein
5 Becker Farm Road
Roseland, New Jersey 07068

Re: Patriot Village (Brennan Tract)
Block 121, Lots 26 and 27
51 Division Avenue
New Providence, New Jersey
Our File No. 17764

Dear Mr. Woodward:

Enclosed please find four (4) original copies of a Developer's Agreement which have been executed by my client and properly acknowledged. Kindly have the Mayor of the Borough of New Providence execute each of the Developer's Agreements and have them acknowledged by the Borough Clerk. Once the Developer's Agreements have been properly executed and acknowledged, kindly return two (2) fully executed Developer's Agreements to my office, whereupon I will record the Developer's Agreement in the Office of the Union County Clerk.

In addition, I am enclosing copies of the following easements:

1. Utility and Access Easement for Water Quality Basin and Sanitary Sewer Pump Station;

2. Extinguishment of Angiuoni Easement; and

3. Access and Maintenance Easement.

The Easements have been revised to incorporate the suggested revisions previously made by your office. It is my expectation to forward the easements to the Union County Clerk for recording along with the Developer's Agreement once I am in receipt of same from your office.

Thank you for your continued courtesy and cooperation in regard to the handling of this matter. If you have any questions in connection herewith, please do not hesitate to contact me.

Very truly yours,

WEINER LESNIAK LLP

By: _____
Richard Brigliadoro
A Member of the Firm

RB:eac
Enclosures
cc: Michael A. Menza, Menza & Beissel, Inc. (w/out encl.)
Glenn C. Kienz, Esq. (w/out encl.)

X:\wp-data\cor\daily\17784 ltr to woodward rb 9-7-04.doc

APPENDIX G

Spring Gardens

- 2009 Affordable Housing Agreement

Record and return to
Andy S. Norin
Drinker Biddle & Reath LLP
500 Campus Drive
Florham Park, New Jersey 079322

Prepared by:

Andy S. Norin, Esq.

AFFORDABLE HOUSING AGREEMENT
A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **AGREEMENT** is entered into on this 4 day of June, 2009 between **Tower Spring Gardens, LLC.**, owner of the property designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and the **New Providence Affordable Housing Board**, hereafter "AUTHORITY", which Authority is an instrumentality of the Borough of New Providence, Union County, New Jersey (referred to as the "Municipality,") both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing units described in Section II PROPERTY DESCRIPTION for a period of thirty (30) years beginning on the commencement dates for each Affordable Housing unit as specified in Exhibit B attached to this Agreement.

WHEREAS, pursuant to the Fair Housing Act, (P.L. 1985 c.222) hereinafter the "Act," the housing units described in Section II PROPERTY DESCRIPTION hereafter and in EXHIBIT B attached to this Agreement, have been designated as low and moderate income rental housing as defined by the Act; and

WHEREAS, municipalities within the State of New Jersey are required by the 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 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, the purpose of this Agreement is to ensure that the described rental units remain affordable to low and moderate income eligible households for that period of time described in Section III TERMS 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 rental of the housing unit(s) to low and moderate income eligible households at a maximum adjusted rent determined by the Authority, in accordance with the Laws of the State of New Jersey, for the specified period of time.

I. DEFINITIONS

"Adjusted Rent" shall mean the Base Rent for a rental unit adjusted by the applicable Index.

"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.

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of Affordable Housing units which places restrictions on affordable rental 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 long-term affordability controls and leasing restrictions for the period of time specified in the Agreement. The Authority shall serve as an instrument of the municipality.

Received & Recorded Deed-1
Union County, NJ Inst# 205619
6/16/2009 14:22 Pgs-
Joanne Rajoppi Consider. .00
County Clerk RT Fee .00
Operator AZYDZIK

DB5767-0229

"Base Rent" shall mean the charge to a tenant for a rental unit at the time the unit is first restricted by an Affordable Housing Agreement which has been calculated to include a credit for those utility costs paid by the tenant using a utility cost schedule approved for statewide use by the U.S. Department of Housing and Urban Development. The initial Base Rents shall be as shown on **Exhibit B.**

"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.

"Consumer Price Index (CPI)" shall mean the Index published monthly by the U.S. Department of Labor Statistics and which may be used as the applicable Index for measuring increases in Base Rents.

"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.

"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 calculated amount of a household's annualized income from all household members who are 18 years of age or over. Sources of income include, but are not limited to salary, wages, regular overtime, interest, tips, dividends, alimony, child support, unemployment, disability, pensions, social security, business income and capital gains, imputed income from assets and welfare benefits. Income is calculated based on a weekly, biweekly, semi-monthly or monthly figure that is effective at the time of interview and is estimated over a 12 year period.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income established for a household of four by geographic region using the median income guideline approved for use by the Council or any other standard economic measurement such as the CPI or Section 8 income limits authorized for purposes of increasing rents.

"Low Income-Eligible 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 the Council.

"Moderate Income-Eligible 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 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 rentals of any Affordable Housing unit, the Owner shall include the developer/owner of such Affordable Housing units. Where appropriate, the term Owner shall also mean a person who owns an Affordable Housing rental property as a landlord. Owner shall not include any co-signor or co-borrower on any First Purchase Money Mortgage unless such co-signor or co-borrower is also named title holder of record of such Affordable Housing unit.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Renter" shall mean a Household who has been certified for an Affordable Housing unit for rent subject to the signing of a lease and the payment of any required security deposit.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Spring Gardens
851 Springfield Avenue
Building #23
Summit, New Jersey

Block 103, Lot 24
New Providence, Union County, New Jersey

Units: See Exhibit B
Unit Sizes: See Exhibit B

and is more particularly described in the legal property description attached as Exhibit A.

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement began with respect to each Affordable Housing Unit on the commencement dates specified in Exhibit B of this Agreement ("Commencement Date").

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate with respect to each individual Affordable Housing unit upon the thirty (30) year anniversary of the Commencement Date for such unit, provided however that such terms, restrictions and covenants shall remain in effect until an Affordable Housing Rental unit that is occupied by a Certified Household on the date of termination becomes vacant or such Certified Household would no longer qualify as a Certified Household.

C. Upon termination of restrictions as they apply to each rental unit within the named Property, the Authority shall execute a document in recordable form approved by Owner evidencing that such Affordable Housing unit has been forever released from the restrictions of the Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of a rental Affordable Housing unit shall not rent the Affordable Housing unit for an Adjusted Rent that is greater than the established Base Rent plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. Adjusted Rents shall be effective as of the lease anniversary date and shall remain in effect for at least a one year period.

B. The Owner shall not rent the Affordable Housing unit other than to a Renter who has been certified utilizing the income verification procedures established by the Council to determine qualified Low and Moderate Income-Eligible Households.

C. The Owner of the rental Affordable Housing unit shall sell the unit in accordance with and subject to any rules and regulations duly promulgated by the Council 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 rental unit or units are located.

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 B of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTIONS of the Agreement.

C. This Agreement shall be executed by the Owner or the then current title holder of record of the property upon which the Affordable Housing units are to be situated prior to its recording.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Lease Agreements from all Owners to Purchasers and Renters 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 an AFFORDABLE HOUSING AGREEMENT which has been filed in the Office of the Clerk of Union County.

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 Affordable Housing units, 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 requirements and responsibilities:

A. Affordable Housing units designated as rental units shall at all times remain the Primary Residence of the Renter and shall not be sublet to any party whether or not the party is qualified as a Low or Moderate Income Eligible 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 the expenditures for any alteration that allows a unit to be rented to a larger household size because of an increased capacity for occupancy shall be considered for recalculation of Base Rent. Owners must obtain prior approval for such alteration to qualify for this recalculation.

C. Owners of Affordable Housing units shall notify the Authority in writing within ten (10) days after learning of a rental vacancy. Owners shall not convey title or lease or otherwise deliver possession of the Affordable Housing Unit without the prior written approval of the Authority in accordance with applicable law and regulations.

D. An Owner shall request referrals of Certified Households from the pre-screened established referral list maintained by the Authority.

E. If the Authority does not refer a certified household within sixty (60) days of the Notice of Rental Vacancy, the Owner may rent the property to an eligible household not referred by the Authority. The proposed Renter must complete all required Household eligibility forms and submit Gross Annual Income information for verification to the Authority for written certification as an eligible rental transaction.

F. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in 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.

G. The Owner shall have responsibility for forwarding copies of all documents known to Owner, encumbering the property described in Section II PROPERTY DESCRIPTION, filed with the applicable county recording office to the Authority after they have been signed, dated and recorded.

IX. FORECLOSURE

This agreement shall not be terminated in the event of judgment of Foreclosure.

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 the Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, recoupment of any funds from a rental 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 delegate its obligations hereunder without the consent of the Owner. Upon such assignments, 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 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:

Tower Spring Gardens, LLC
680 Kinderkamack Road
River Edge, NJ 07661
Attention: Mr. David Dublirer

To the Authority:

Affordable Housing Board of New Providence
360 Elkwood Avenue
New Providence, New Jersey 07974
Attention: Mr. Vito Gallo, Affordable Housing Officer

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 the covenant 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 rental units described herein shall be marketed, sold, rented, 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. Any such approved amendments or modifications of this Agreement shall be in writing, shall be signed by both 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.

[SIGNATURE PAGES FOLLOW]

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

OWNER

TOWER SPRING GARDENS, LLC

By: _____

NAME: Jon A. Schiavo

Title: Secretary

AUTHORITY

NEW PROVIDENCE AFFORDABLE HOUSING BOARD

By: _____

NAME: MICHAEL SAVAGE

Title: CHAIRMAN AFFORDABLE HOUSING BOARD

ACKNOWLEDGMENT

STATE OF NEW JERSEY) ss

)

COUNTY OF BERGEN)

I CERTIFY that on April 1, 2009, Jon Schiavo 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 document; and

(b) signed, sealed and delivered this document as his or her act and deed; and

(c) is the Secretary of Tower Spring Gardens, LLC and signed and delivered this document as his or her act and deed as Secretary on behalf of the Tower Spring Gardens, LLC.

(d) this person signed this proof to attest to the truth of these facts.

JON SCHIAVO, SECRETARY

(Print name and title below signature)

Signed and sworn to before me on the
1st day of April, 2009

Theresa A. Macaluso

THERESA A. MACALUSO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 2, 2011

EXHIBIT A

AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement applies to the owner's interest in the real properties as further described below:

PROPERTY DESCRIPTION

Block 103 Lot 24 New Providence, Union County New Jersey as more particularly described in the legal description attached.

The Units affected are shown on Exhibit B.

Lot 24, Block 103

Beginning at a point in the Municipal Boundary between the Borough of New Providence And the City of Summit therein distant on a course of North 34 deg 02 min 19 sec West 600.00 ft. from its intersection with the Westerly sideline of Constantine Avenue and from said point of Beginning running, thence,

1. Along said municipal boundary North 34 deg 02 min 19 sec West 148.88 ft., thence,

2. South 66 deg 18 min 36 sec West 579.21 ft., thence,

3. South 27 deg 08 min 25 sec East 133.27 ft., thence,

4. North 72 deg 09 min 20 sec East 127.38 ft., thence,

5. South 29 deg 35 min 41 sec East 75.74 ft., thence,

6. North 57 deg 07 min 52 sec East 469.43 ft. to the point or place of Beginning.

Containing 2.362 Acres

0857767-0239

EXHIBIT B

TOWER SPRING GARDENS LLC
SPRING GARDENS GARDEN APARTMENT COMPLEX
851 SPRINGFIELD AVENUE, NEW PROVIDENCE NEW JERSEY
SCHEDULE OF RENTS FOR AFFORDABLE UNITS

Unit	Commencement Date	Unit Size		Initial Annual Rent	Initial Monthly Rent	Initial Annual Utility	Initial Monthly Utility	Affordability
		BR	Sq. Ft.					
Unit F/201	6/20/2008	1BR	759	$7,569.35	$630.78	$1,476.00	$123.00	0.4799
Unit C/102	8/23/2008	2BR	949	$9,232.66	$769.39	$1,848.00	$154.00	0.4899
Unit C1/111	8/23/2008	2BR	949	$9,458.84	$788.24	$1,848.00	$154.00	0.4999
Unit H/208	8/23/2008	2BR	1,144.50	$12,856.09	$1,071.34	$1,848.00	$154.00	0.6501
Unit H1/209	8/23/2008	2BR	1,144.50	$13,082.27	$1,090.19	$1,848.00	$154.00	0.6601
Unit J/207	8/23/2008	3BR	1,425.50	$15,306.14	$1,275.51	$2,208.00	$184.00	0.6701
Total				$67,505.34	$5,625.45			0.575

The utility allowance consists of the following: natural gas heat, natural gas cooking, other electricity, air conditioning, natural gas water heat, water consumption, range/microwave and refrigerator. Sanitary sewer and trash collection will be included with gross rent.

ACKNOWLEDGMENT

STATE OF NEW JERSEY) ss

)

COUNTY OF Bergen)

I CERTIFY that on 6-4, 2009, MICHAEL SAVAGE 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 document; and

(b) signed, sealed and delivered this document as his or her act and deed; and

(c) if applicable, is a general partner of the partnership and signed and delivered this document as his or her act and deed as general partner on behalf of the partnership.

(d) this person signed this proof to attest to the truth of these facts.

Wendi B Barry

WENDI B. BARRY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 4, 2011

(Print name and title below signature)

Signed and sworn to before me on the
4 day of JUNE, 2009

END OF DOCUMENT

DRINKER BIDDLE & REATH LLP
ATTN: ANDY S. NORIN
500 CAMPUS DRIVE
FLORHAM PARK NJ 07932

Deed

Inst.# 205619

Recording Fee 8.00 Paid
RT Fee .00

FP01/ 1078728.6

APPENDIX H

Stonefields at New Providence

- 2012 Affordable Deed for Unit 2
- 2012 Affordable Deed for Unit 3

updated June 2007

NEW CONSTRUCTION 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 July, 2012 by and between

UNION AVENUE DEVELOPMENT, LLC, A NEW JERSEY LIMITED LIABILITY COMPANY, (Grantor), whose address is 738 Springfield Avenue, Summit, New Jersey, 07901; and

JANE BADGLEY, (Grantee), whose address is about to be 50 Union Avenue, Unit 2, New Providence, New Jersey 07974.

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of SEVENTY SIX THOUSAND FOUR HUNDRED SEVENTEEN AND 00/100 Dollars ($76,417.00), 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 Borough of New Providence, County of Union, State of New Jersey, and described more specifically as Block No. 192 Lot No. 27.02 Condo , and known by the street address:

50 Union Avenue, Unit 2

New Providence, New Jersey 07974

BEING known and designated as Unit 2, situated at STONEFIELDS AT NEW PROVIDENCE, a condominium, established in accordance with the N.J.S.A. 46:8B-1. et seq., together with an undivided 11.1111% interest in the Common elements of said condominium as same may be adjusted in the future as allowed and specifically defined in that certain Master Deed for Stonefields at New Providence, a Condominium, dated October 17, 2011 and recorded October 17, 2011 in the Union County Clerk's Office, in Deed Book 5881, Page 712, et seq., as same may now or hereafter be lawfully amended and/or supplemented.

Received & Recorded
Union County, NJ
8/08/2012 10:38
Joanne Rajoppi
County Clerk
Operator
ALMA
Deed-1
Inst# 234378
Pgs-13
Consider. 76,417.00
RT Fee 306.00

DB5918-0075

BEING a portion of the same premises conveyed to the grantor herein by deed of Gloria Regante, individual and Joseph M. Bossolina and Jeanne Marie Lubin, as co-executors of the Estate of Joseph Bossolina, Jr. (a/k/a Joseph F. Bossolina), deceased dated March 28, 2007, recorded March 29, 2007 in Deed Book 5641, Page 872. NOTE: corrective Deed into made by Union Ave. Development, LLC to Union Avenue Development, LLC, dated June 6, 2007, recorded June 12, 2007 in Deed Book 5654, Page 249.

This Deed entitles the Grantee to have and to hold for its proper use and benefit forever, the premises and all it is subject to as described in this document.

The Grantor covenants that the Grantor has done nothing, which encumbers or adversely affects title to the Unit or the common elements of the Condominium.

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 Borough of New Providence's designated administrative agent appointed under the Regulation (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 thirty (30) year affordability control period that commenced on the date of first conveyance of title, which is July 26 , 2012, 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 Borough of New Providence's designated Administrative Agent, 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:

SCOTT A. TERRY, ESQ.

UNION AVENUE DEVELOPMENT, LLC

ADEL BOTROS, MANAGER

Signed, sealed and delivered in
The presence of or attested by:

GILBERT E. OWREN, ESQ.

JANE BADGLEY

CERTIFICATE OF ACKNOWLEDGE BY CORPORATION

State of New Jersey, County of Union)ss.:

I am an Attorney at Law of the State of New Jersey, an officer authorized to take acknowledgments and proofs in this State. On this 26th day of July, 2012, Adel Botros, personally appeared before me and acknowledged under oath, to my satisfaction, that he is the Member of Union Avenue Development, LLC, a New Jersey limited liability company, the Grantor named in the attached Unit Deed; that he is authorized to execute the attached Unit Deed on behalf of the Grantor; and that he executed the attached instrument as the act of the Grantor, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Unit Deed, as such consideration is defined in P.L. 1968, C.49, 1©, is $76,417.00.

SCOTT A. TERRY, Attorney at Law
Of New Jersey

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 Union County Municipal Code 2011

FOR RECORDER'S USE ONLY
Consideration $ 75,000.00
RTF paid by seller $ 306.00 D
Date 8/8/12 By AB

MUNICIPALITY OF PROPERTY LOCATION New Providence

*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, Adel Botros (Name), being duly sworn according to law upon his/her oath, deposes and says that he/she is the Sole Member of LLC (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) in a deed dated 7-26-12 transferring real property identified as Block number 192 Lot number 27.02 Condo located at 50 Union Avenue, New Providence, New Jersey 07974 (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 75,000.00 *(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 #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 *(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 26 day of July, 20 12

SCOTT A. TERRY
An Attorney at Law
of New Jersey

Signature of Deponent

738A Springfield Ave,Summit,NJ
Deponent Address

XXX-XXX- 2 1 5
Last three digits in Grantor's Social Security Number

Union Avenue Development, LLC
Grantor Name

738A Springfield Ave,Summit,NJ
Grantor Address at Time of Sale

Scott A. Terry, Esq.
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number 2378 County Union
Deed Number 5918 Book 5918 Page 175
Deed Dated 7/26/12 Date Recorded 8/8/12

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**.

DB5918-0079

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)

UNION AVENUE DEVELOPMENT, LLC

Current Resident Address:

Street: 738A Springfield Avenue

City, Town, Post Office	State	Zip Code
Summit	NJ	07901

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
192	27.02 Condo	

Street Address:
50 Union Avenue

City, Town, Post Office	State	Zip Code
New Providence	NJ	07974

Seller's Percentage of Ownership	Consideration	Closing Date
100%	$75,000.00	7-26-12

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.

D859180080

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.

7/26/12
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

updated January 2006

APPENDIX N

FORM OF RECAPTURE MORTGAGE NOTE IN FAVOR OF MUNICIPALITY, REQUIRED BY SECTION 5:80-26.5(c)

State of New Jersey
Department of Community Affairs
Housing and Mortgage Finance Agency

BOROUGH OF NEW PROVIDENCE

Recapture Mortgage Note

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

In Connection With Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS NOTE is dated as of July 26, 2012. For value received JANE BADGLEY (referred to "Owner") promises to pay to BOROUGH OF NEW PROVIDENCE, which has its principal offices at 360 Elkwood Avenue, New Providence, New Jersey (the "Municipality"), the amounts specified in this Note and promises to abide by the terms contained below.

Article 1. REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Owner is giving the Municipality a "Repayment Mortgage To Secure Payment of Amounts Due Upon First Non-Exempt Sale After Expiration of Control Period" (the "MORTGAGE"), dated July 26, 2012, of the property described below (the "PROPERTY"). The Mortgage covers real estate owned by the Owner. The 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 maximum resale price (MRP) that would be applicable were the Control Period still in effect, as those terms are defined in Article 2 of the Mortgage.

Article 2. OWNERS PROMISE TO PAY AND OTHER TERMS

Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay the sum of $[insert amount determined pursuant to N.J.A.C. 5:80-26.5(c)] to the Municipality. The obligation evidenced by this note shall not accrue interest.

updated January 2006

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of New Providence Borough in the County of Union, State of New Jersey, described more specifically as Block No. 192 Lot No.27.02 Condo, and known by the street address: 50 Union Avenue, Unit #2, New Providence, New Jersey 07974.

Article 4. WAIVER OF FORMAL ACTS

The Owner waives its right to require the Municipality to do any of the following before enforcing its rights under this Note:

1. To demand payment of amount due (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).
3. To obtain an official certificate of non-payment (known as Protest).

Article 5. RESPONSIBILITY UNDER NOTE

All Owners signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Municipality may enforce this Note against any one or more of the Owners or against all Owners together.

The Owner agrees to the terms of this Note by signing below.

ACKNOWLEDGEMENT

Owner acknowledges receipt of a true copy of the Mortgage and this Note at no charge.

Dated: July 26 , 2012

ATTEST:

GILBERT E. OWREN, ESQ.

JANE BADGLEY

STATE OF NEW JERSEY)
) ss.:
COUNTY OF UNION)

On this the 26 day of July, 2012 before me came JANE BADGLEY, who acknowledges and makes proof to my satisfaction that she is the Owner named within this Note, and that she has executed said Note for the purposes set forth therein, sworn to and subscribed by her in my presence on this date.

Sworn to and subscribed before me this the 26 day of July, 2012.

GILBERT E. OWREN, Attorney at Law of New Jersey

updated June 2007

APPENDIX O

FORM OF MORTGAGE SECURING PAYMENT OF
RECAPTURE NOTE IN FAVOR OF THE MUNICIPALITY,
REQUIRED BY SECTION 5:80-26.5(c)

State of New Jersey
Department of Community Affairs
New Jersey Housing and Mortgage Finance Agency
Borough of New Providence

Affordable Housing Program

Repayment Mortgage

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 26 day of July, 2012 by and between JANE BADGLEY, (the "OWNER") and BOROUGH OF NEW PROVIDENCE (the "Municipality"), in connection with the property described herein (the "PROPERTY");

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, the Owner has signed a Recapture Mortgage Note (the "Note") dated July 26 , 2012. The Owner promises to pay to the State 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, as provided under the rules of the New Jersey Housing and Mortgage Finance Agency set forth in N.J.A.C. 5:80-26.1 et seq. Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay the sum of $[insert amount determined pursuant to N.J.A.C. 5:80-26.5(c)] to the Municipality. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of New Providence Borough in the County of Union, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. 192 Lot No. 27.02 Condo, and known by the street address:

50 Union Avenue, Unit 2, New Providence, New Jersey 07974

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner, by mortgaging the Property to the State, 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 maximum resale price 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 and approved by the administrative agent appointed pursuant to N.J.A.C. 5:80-26.1 et seq..

Article 13. SIGNATURES

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 State.

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

ATTEST:

GILBERT E. OWREN, ESQ. JANE BADGLEY

STATE OF NEW JERSEY)

COUNTY OF UNION) ss:

BE IT REMEMBERED, that on this the 26 day of July, 2012 the subscriber JANE BADGLEY 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,

GILBERT E. OWREN, Attorney at Law of New Jersey

RECORD & RETURN TO:

Gilbert E. Owren,Esq.
Drummond & Owren,Esq.
13 Beechwood Road
P.O. Box 840
Summit, New Jersey 07902-0840

updated June 2007

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Union)ss.:

I am an Attorney at Law of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 26 day of July, 2012. Jane Badgley 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 $75,000.00.

GILBERT E. OWREN, Attorney at Law of New Jersey

RECORD & RETURN TO:
GILBERT E. OWREN, ESQ.
13 Beechwood Road
P.O. Box 840
Summit, NJ 07902-0840

END OF DOCUMENT

GILBERT E. OWREN ESQ
13 BEECHWOOD RD.
PO BOX 840
SUMMIT

NJ 07902-0840

Deed

Inst.# 234378

Paid
Recording Fee 163.00
RT Fee 306.00

RL

NEW CONSTRUCTION DEED

SS11-345P

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 8th day of August, 2012 by and between

UNION AVENUE DEVELOPMENT, LLC, A NEW JERSEY LIMITED LIABILITY COMPANY, (Grantor), whose address is 738 Springfield Avenue, Summit, New Jersey, 07901; and

Daniel Smith/Sherri Shumate, (Grantee), whose address is about to be 50 Union Avenue, Unit 3, New Providence, New Jersey 07974

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of One Hundred Fifty Seven Thousand One Hundred Eighty Two And 00/100 Dollars ($157,182.00), 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 Borough of New Providence, County of Union, State of New Jersey, and described more specifically as Block No. 192 Lot No. 27.03 Condo , and known by the street address:

50 Union Avenue, Unit 3

New Providence, New Jersey 07974

BEING known and designated as Unit 3, situated at STONEFIELDS AT NEW PROVIDENCE, a condominium, established in accordance with the N.J.S.A. 46:8B-1. et seq , together with an undivided 11.1111% interest in the Common elements of said condominium as same may be adjusted in the future as allowed and specifically defined in that certain Master Deed for Stonefields at New Providence, a Condominium, dated October 17, 2011 and recorded October 17, 2011 in the Union County Clerk's Office, in Deed Book 5881, Page 712, et seq., as same may now or hereafter be lawfully amended and/or supplemented.

085928-0763

Received & Recorded
Union County, NJ
10/29/2012 10:51
Joanne Rajoppi
County Clerk
Operator
BENITEZ

Deed-1
Inst# 236449
Pgs-7
Consider. 157,182.00
RT Fee 168.75

2439001v1

103

BEING a portion of the same premises conveyed to the grantor herein by deed of Gloria Regante, individual and Joseph M. Bossolina and Jeanne Marie Lubin, as co-executors of the Estate of Joseph Bossolina, Jr. (a/k/a Joseph F. Bossolina), deceased dated March 28, 2007, recorded March 29, 2007 in Deed Book 5641, Page 872. NOTE: corrective Deed into made by Union Ave. Development, LLC to Union Avenue Development, LLC, dated June 6, 2007, recorded June 12, 2007 in Deed Book 5654, Page 249.

This Deed entitles the Grantee to have and to hold for its proper use and benefit forever, the premises and all it is subject to as described in this document.

The Grantor covenants that the Grantor has done nothing, which encumbers or adversely affects title to the Unit or the common elements of the Condominium.

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 Borough of New Providence's designated administrative agent appointed under the Regulation (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 thirty (30) year affordability control period that commenced on the date of first conveyance of title, which is August 8th, 2012, 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 Borough of New Providence's designated Administrative Agent, 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.

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)

Union Avenue Development LLC

Current Resident Address

Street 738A Springfield Avenue,

City, Town, Post Office	State	Zip Code
Summit	NJ	07901

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
192	27 03	CONDO

Street Address

50 Union Avenue

City, Town, Post Office	State	Zip Code
New Providence	NJ	07974

Seller's Percentage of Ownership	Consideration	Closing Date
100%	$157,182 00	8/8/2012

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

085928-0766

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

8/8/12
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

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 Union County Municipal Code 2011

MUNICIPALITY OF PROPERTY LOCATION New Providence

FOR RECORDER'S USE ONLY
Consideration $ 157,182.00 C
RTF paid by seller $ 168.75
Date 10-29-12 By AB

*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, Adel Botros (Name), being duly sworn according to law upon his/her oath, deposes and says that he/she is the sole member of Grantor in a deed dated August 8, 2012 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc)

real property identified as Block number 192 Lot number 27 03 located at 50 Union Avenue, New Providence (Street Address, Town) and annexed thereto

(2) CONSIDERATION $ 157,182 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**
(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 *(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, #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 8 day of August, 2012

MARCY E GENDEL
ATTORNEY AT LAW OF
THE STATE OF NEW JERSEY

_____ Signature of Deponent

738A Springfield Ave Summit, NJ Deponent Address

xxx-xxx- 2 1 5 Last three digits in Grantor's Social Security Number

Union Ave Development LLC Grantor Name

738A Springfield Ave Summit, NJ Grantor Address at Time of Sale

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number 230449 County Union
Deed Number Book 5928 Page 763
Deed Dated 8-8-12 Date Recorded 10-29-12

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**

D5928-0767

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.

UNION AVENUE DEVELOPMENT, LLC

Signed, sealed and delivered in
The presence of or attested by:

Adel Botros, Manager

Marcy E. Gendel, Esq

Signed, sealed and delivered in
The presence of or attested by:

Daniel Smith/ Sherri Shumate

Sital Shah, Esq

CERTIFICATE OF ACKNOWLEDGE BY CORPORATION

State of New Jersey, County of Union)ss.:

I am an Attorney at Law of the State of New Jersey, an officer authorized to take acknowledgments and proofs in this State. On this 6 day of August, 2012, Adel Botros, personally appeared before me and acknowledged under oath, to my satisfaction, that he is the Member of Union Avenue Development, LLC, a New Jersey limited liability company, the Grantor named in the attached Unit Deed; that he is authorized to execute the attached Unit Deed on behalf of the Grantor, and that he executed the attached instrument as the act of the Grantor, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Unit Deed, as such consideration is defined in P.L. 1968, C.49, 1©, is $76,417.00.

Marcy E. Gendel, Attorney at Law
Of New Jersey

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Union)ss

I am an Attorney at Law of New Jersey I sign this acknowledgement below to certify that it was executed before me On this the 9th day of August, 2012 Daniel Smith & Sherri Shumate 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 $157,182

Sital Shah, Attorney at law of New Jersey

RECORD & RETURN TO:
Sital Shah
291 Route 1 South
Edison, N.J. 08817

R & R
GOLDEN TITLE AGENCY
1818 Old Cuthbert Rd.
Cherry Hill, NJ 08034
Tel: 856-427-7999
Fax: 856-354-2129

END OF DOCUMENT

GOLDEN TITLE AGENCY		Inst.#
1818 OLD CUTHBERT RD		236449
CHERRY HILL	NJ 08034	Paid
	Recording Fee	103.00
Deed	RT Fee	168.75

DB5928-0769

APPENDIX I

Riverbend

- 2017 Affordable Deed for Lot 17.06
- 2017 Affordable Deed for Lot 17.07
- Affordable Property Detail for Lot 17.17 (not yet constructed)
- Affordable Property Detail for Lot 17.18 (not yet constructed)

Joanne Rajoppi,
Union County Clerk
Union County, New Jersey
Recording Data Cover Page
Pursuant to N.J.S.A. 46:26A-5

Received & Recorded Deed-1
Union County, NJ Inst# **286909**
5/26/2017 9:53 Pgs-20
Joanne Rajoppi Consider. 130,396.00
County Clerk RT Fee 130.50
Operator BENITEZ

DATE OF DOCUMENT	TYPE OF DOCUMENT
May 5, 2017	Deed
FIRST PARTY NAME	**SECOND PARTY NAME**
MAJ Realty, Inc. d/b/a J.A.M. Realty, Inc.	Marlon R. Gallo-Perez and Leiba Mora Belandria
ADDITIONAL FIRST PARTIES	**ADDITIONAL SECOND PARTIES**

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

BLOCK	LOT
234	17.06
MUNICIPALITY	**CONSIDERATION**
New Providence	$130,396.00
MAILING ADDRESS OF GRANTEE	6 Riverbend Court New Providence, NJ 07974

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

ORIGINAL BOOK	ORIGINAL PAGE

UNION COUNTY, NEW JERSEY RECORDING DATA PAGE

This cover page is for use in Union County, New Jersey only.
Please do not detach this page from the original document as it contains important recording information and is part of the permanent record. Forms available at clerk.ucnj.org

DB6190-0911

RECORD AND RETURN TO:
CORRADO & MARTELLA P.C.
921 Summit Avenue
Jersey City, NJ 07307

Prepared By:
Mario Parisi, Sr.

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 **5th** day of **May, 2017** by and between

MAJ REALTY, INC. d/b/a J.A.M. REALTY, INC., Grantor, and

MARLON R. GALLO-PEREZ and LEIBA MORA BELANDRIA, Husband and Wife, Grantees.

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of **One Hundred Thirty Thousand Three Hundred Ninety-Six Dollars ($130,396.00),** 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 **New Providence,** County of **Union,** State of **New Jersey,** and described more specifically as Block No. **234** Lot No. **17.06,** and known by the street address:

6 Riverbend Court, New Providence, NJ 07974

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 Borough of New Providence's designated 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 thirty (30) year affordability control period that commenced on the date of first conveyance of title, which is May 5, 2017, 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 Borough of New Providence's Administrative Agent and the 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:

Gina M. Wilson

GINA M. WILSON
Notary Public Of New Jersey
My Commission Expires:
June 23, 2017

MAJ REALTY, INC., d/b/a J.A.M. REALTY, INC.

By: Mario Parisi

Mario Parisi, Sr., Authorized Signatory

CORPORATE PROOF BY SUBSCRIBING WITNESS

State of New Jersey, County of Union

I am a Notary Public for the State of New Jersey. On this this the 5th day of May, 2017, Mario Parisi, (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 Authorized Signatory of the corporation which is the Grantor described as such in this deed (hereinafter the "Corporation").

2. Mario Parisi, Sr., the officer who signed this Deed is the Authorized Signatory 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 $130,396.00.

Sworn and signed before me on the date above written:

Gina M. Wilson

Gina M. Wilson, Notary Public for the State of New Jersey

GINA M. WILSON
Notary Public Of New Jersey
My Commission Expires:
June 23, 2017

Known as and designated as Unit No. 6 in Building 2 situated in River Bend at New Providence, a condominium, established in accordance with the N.J.S.A. 46:8b-1, et seq., together with an undivided 2.7947% 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 for River Bend at New Providence Condominium, dated April 2, 2015, recorded on October 1, 2015, in the Union County Clerk's Office in Deed Book 6082, Page 947; as same may now or hereafter be lawfully amended.

FOR INFORMATION PURPOSES ONLY: BEING known as 6 Riverbend Court, Tax Lot 17.06, Tax Block 234, on the Official Tax Map of the Borough of New Providence, NJ.

APPENDIX C-2

RESTRICTIVE COVENANT REQUIRED BY SECTION 5:80-26.5(d)

Declaration Of Covenants, Conditions
And Restrictions
Implementing Affordable Housing Controls
On State Regulated Property

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

For 95/5 Units

Fair Housing Act Required Covenants Restricting Use, Conveyance
And Mortgage Debt

THIS DECLARATION is made this the 5th day of **May, 2017,** by **Riverbend at New Providence Condominium Association, Inc.,** a New Jersey ("condominium/homeowners association"), having its principle address at: **8 Lower Overlook Road, Gillette, NJ 07933** (hereinafter referred to as "Grantor").

WHEREAS, Grantor is the owner of an affordable housing unit, more fully described on Schedule A attached hereto and made a part hereof (hereinafter referred to as the "Affordable Unit") which are situated within **Riverbend at New Providence,** a (condominium or residential development) consisting of a total of **22** dwelling units, located in the Municipality of **New Providence,** County of **Union,** 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-income in accordance with the provisions of the Act; and

WHEREAS, the Act requires that municipalities insure that such designated housing remains affordable to low and moderate-income households;

WHEREAS, pursuant to the Act, the Affordable Units described in Exhibit A attached to this Agreement have been designated as low and moderate-income housing as defined by the Act; and

WHEREAS, the purpose of this Declaration is to ensure that the described Affordable Units remain affordable to low and moderate-income eligible households for that period of time described in Article 1, Section I of this Declaration.

NOW, THEREFORE, it is the intent of this Declaration to ensure that the affordability controls are recorded on each of the affordable units so as to bind the owners of the Affordable Units of the covenants, conditions and restrictions which they shall be required to comply and to notify all future purchasers of the affordable units that the housing unit is encumbered with affordability controls.

Article 1. Affordable Housing Covenants

The sale and use of each 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 each respective Affordable Unit, 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 Affordable Unit may be conveyed only to a household who has been approved in advance and in writing by the Borough of New Providence's designated 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 Percent (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 Units are subject to a thirty (30) year affordability control period that commenced on the date of first conveyance of title, which is **May 5, 2017,** 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 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. 5:80-26.10A(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 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.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized partners and proper officers, respectively, this **5th** day of **May, 2017.**

ATTEST:

Gina M. Wilson

GINA M. WILSON
Notary Public Of New Jersey
My Commission Expires:
June 23, 2017

MAJ REALTY, INC., d/b/a J.A.M. REALTY, INC.

By: Mario Parisi Sr

Mario Parisi, Sr., Authorized Signatory

APPENDIX J

FORM OF CERTIFICATE FOR APPLICANTS CERTIFIED TO OWNERSHIP UNIT, REQUIRED BY SECTION 5:80-26.18(c)(2)

CERTIFICATE FOR APPLICANT
CERTIFIED TO AN OWNERSHIP UNIT SUBJECT TO
AFFORDABLE HOUSING RESTRICTIONS

Our names are **Marlon R. Gallo-Perez and Leiba Mora Belandria, Husband and Wife** and we are making this certificate in connection with my certification to purchase **6 Riverbend Court, New Providence, NJ 07974,** a home provided under the New Jersey Affordable Housing Program.

We are aware, as the purchasers of an Affordable Home, that from this date until **May 4, 2047,** we have to follow the rules and requirements that are listed below:

1. We are allowed to sell our home only to a person or a family who is part of the Affordable Housing Program, and who has been certified, like we have been, in writing by the Borough of New Providence's designated 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. We 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 Borough of New Providence's designated Administrative Agent before we sign any loan papers. The total amount of mortgage loans we are allowed to have is limited by law.

4. We know that we are required to live in our house, and that we cannot rent it out to any other person, not even to members of my family. If we have a temporary need to move away that is not our fault, such as if an employer is temporarily sending one of us to a work place a great distance from our home, or if we are being called up for military service, we should call the Borough of New Providence's designated Administrative Agent and ask for a "temporary waiver" of this rule. It is up to the Borough of New Providence's designated Administrative Agent whether we get a temporary waiver.

5. If our home is a two-family home, we know that we are allowed to rent the rental apartment in our home only to a person or to a family who is part of the Affordable Housing Program, and who has been certified to rent my rental apartment in writing by the Borough of New Providence's designated Administrative Agent.

6. Furthermore, we know that the rent we are allowed to charge a tenant is limited by law, and is announced each year by the Borough of New Providence's designated Administrative Agent. We know that it is our responsibility to find out what is the maximum rent we are allowed to charge by calling the Borough of New Providence's designated Administrative Agent.

7. We know that we are required to send copies of all leases with my tenants to the Borough of New Providence's designated Administrative Agent.

8. We know that we are not allowed to make any improvements to our home unless they have been approved in writing by the Borough of New Providence's designated Administrative Agent.

9. Finally, we know that if we break any of these rules, weI will be breaking the law, and that we will be subject to penalties provided by law, including having to pay fines and possibly losing my home.

Signature of Owner, **Marlon R. Gallo-Perez**

Signature of Co-Owner, **Leiba Mora Belandria**

BE IT REMEMBERED, that on this the **5th** day of **May, 2017** the signer of this Certificate, **Marlon R. Gallo-Perez and Leiba Mora Belandria,** 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, **Nicholas P. Corrado, Esq.,** on the date set forth above.

Nicholas P. Corrado, Esq.
Attorney-at-Law, State of New Jersey

APPENDIX N

FORM OF RECAPTURE MORTGAGE NOTE IN FAVOR OF MUNICIPALITY, REQUIRED BY SECTION 5:80-26.5(c)

State of New Jersey
Department of Community Affairs
Housing and Mortgage Finance Agency

BOROUGH OF NEW PROVIDENCE

RECAPTURE MORTGAGE NOTE

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

In Connection With Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS NOTE is dated as of **May 5, 2017**. For value received **Marlon R. Gallo-Perez and Leiba Mora Belandria, Husband and Wife,** (referred to "Owners") promises to pay to **The Borough of New Providence,** which has its principal offices at **360 Elkwood Avenue, New Providence, NJ 07974** (the "Municipality"), the amounts specified in this Note and promises to abide by the terms contained below.

Article 1. REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Owner is giving the Municipality a "Repayment Mortgage To Secure Payment of Amounts Due Upon First Non-Exempt Sale After Expiration of Control Period" (the "MORTGAGE"), dated **May 5, 2017,** of the property described below (the "PROPERTY"). The Mortgage covers real estate owned by the Owner. The 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 maximum resale price (MRP) that would be applicable were the Control Period still in effect, as those terms are defined in Article 2 of the Mortgage.

Article 2. OWNERS PROMISE TO PAY AND OTHER TERMS

Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay the sum of **$[insert amount]** determined pursuant to N.J.A.C. 5:80-26.5(c)] to the Municipality. The obligation evidenced by this Note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of **New Providence** in the County of **Union,** State of **New Jersey,** described more specifically as Block No. **234** Lot No. **17.06,** and known by the street address: **6 Riverbend Court, New Providence, NJ 07974.**

Article 4. WAIVER OF FORMAL ACTS

The Owner waives its right to require the Municipality to do any of the following before enforcing its rights under this Note:

1. To demand payment of amount due (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).
3. To obtain an official certificate of non-payment (known as Protest).

Article 5. RESPONSIBILITY UNDER NOTE

All Owners signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Municipality may enforce this Note against any one or more of the Owners or against all Owners together.

The Owner agrees to the terms of this Note by signing below.

ACKNOWLEDGEMENT

Owner acknowledges receipt of a true copy of the Mortgage and this Note at no charge.

Dated: **May 5, 2017**

ATTEST AS TO BOTH:

Marlon R. Gallo-Perez

Leiba Mora Belandria

STATE OF NEW JERSEY)
) ss.:
COUNTY OF HUDSON)

On this the 5th day of **May. 2017**, before me came **Marlon R. Gallo-Perez and Leiba Mora Belandria,** who acknowledge and makes proof to my satisfaction that they are the Owners named within this Note, and that they have executed said Note for the purposes set forth therein, sworn to and subscribed by him in my presence on this date.

Sworn to and subscribed before me this the 5th day of **May. 2017.**

Nicholas P. Corrado, Esq.
Attorney-at-Law, State of New Jersey

DB6190-0924

APPENDIX O

FORM OF MORTGAGE SECURING PAYMENT OF
RECAPTURE NOTE IN FAVOR OF THE MUNICIPALITY,
REQUIRED BY SECTION 5:80-26.5(c)

State of New Jersey
Department of Community Affairs
New Jersey Housing and Mortgage Finance Agency

BOROUGH OF NEW PROVIDENCE

Affordable Housing Program

REPAYMENT MORTGAGE

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 **5th** day of **May, 2017** by and between **Marlon R. Gallo-Perez and Leiba Mora Belandria, Husband and Wife,** (the "OWNERS") and **Borough of New Providence** (the "Municipality"), in connection with the property described herein (the "PROPERTY");

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, the Owner has signed a Recapture Mortgage Note (the "Note") dated **May 5th, 2017.** The Owner promises to pay to the State 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, as provided under the rules of the New Jersey Housing and Mortgage Finance Agency set forth in N.J.A.C. 5:80-26.1 et seq. Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner

then selling the Property, shall pay the sum of **$[insert amount determined pursuant to N.J.A.C. 5:80-26.5(c)]** to the Municipality. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of **New Providence** in the County of **Union,** State of **New Jersey** (hereinafter the "Property"), described more specifically as Block No. **234** Lot No. **17.06,** and known by the street address:

6 Riverbend Court, New Providence, NJ 07974

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner, by mortgaging the Property to the State, 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 maximum resale price 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 and approved by the administrative agent appointed pursuant to N.J.A.C. 5:80-26.1 *et seq.*

Article 13. SIGNATURES

By executing this Mortgage on page 3, hereof, the Owner agrees to all of its terms and conditions.

GIT/REP-3
(9-2015)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

MAJ REALTY, INC. d/b/a J.A.M. REALTY, INC.

Current Street Address

8 Lower Overlook Road

City, Town, Post Office Box	State	Zip Code
Gillette	NJ	07933

PROPERTY INFORMATION

Block(s)	Lot(s)	Qualifier
234	17.06	

Street Address
8 Riverbend Court

City, Town, Post Office Box	State	Zip Code
New Providence	NJ	07974

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100%	$130,396.00	$130,396.00	5/5/2017

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.

DB6190-0928

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.

5/5/2017
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

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 Union — County Municipal Code 2011

MUNICIPALITY OF PROPERTY LOCATION New Providence

FOR RECORDER'S USE ONLY (C)
Consideration $ 130,396.00
RTF paid by seller $ 130.50
Date 5/26/17 By AB

*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, MAJ Realty, Inc. dba JAM Realty, Inc. (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 May 5, 2017 transferring real property identified as Block number 234 Lot number 17.06 located at 6 Riverbend Court, New Providence (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 130,396.00 *(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 #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 *(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 5 day of May , 20 17

Gina M. Wilson

GINA M. WILSON
Notary Public Of New Jersey
My Commission Expires:
June 23, 2017

Mario Parisi
Signature of Deponent

Mario Parisi, Sr. Auth. Signatory
Deponent Address

XXX-XXX- 5 5 1
Last three digits in Grantor's Social Security Number

MAJ Realty Inc. dba JAM Realty Inc.
Grantor Name

5 Lower Overlook Road, Gillette, NJ
Grantor Address at Time of Sale

Nicholas P. Corrado, Esq.
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number 2906964 County Union
Deed Number Book 6190 Page 911
Deed Dated 5/5/17 Date Recorded 5/26/17

DB6190-0929

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.

Article 14. ACKNOWLEDGEMENT

The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the State.

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

ATTEST AS TO BOTH:

Marlon R. Gallo-Perez

Leiba Mora Belandria

STATE OF NEW JERSEY)
) ss:
COUNTY OF HUDSON)

BE IT REMEMBERED, that on this the **5th** day of **May, 2017** the subscriber, **Marlon R. Gallo-Perez and Leiba Mora Belandria,** 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, **Nicholas P. Corrado, Esq.,** on the date set forth above.

Nicholas P. Corrado, Esq.
Attorney-at-Law, State of New Jersey

END OF DOCUMENT

CORRADO & MARTELLA P.C.
921 SUMMIT AVENUE
JERSEY CITY

NJ 07307

Deed

Inst.# 286909

Paid
Recording Fee 233.00
RT Fee 130.50

DB6190-0930

Joanne Rajoppi, Union County Clerk
Union County, New Jersey
Recording Data Cover Page
Pursuant to N.J.S.A. 46:26A-5

Received & Recorded
Union County, NJ
11/28/2018 10:31
Joanne Rajoppi
County Clerk
Operator
BENITEZ

Deed-1
Inst# **307253**
Pgs-14
Consider. 156,193.00
RT Fee 643.55

Official Use Only

Date of Document 10/17/2018	**Type of Document** Deed
First Party Name MAJ Realty, Inc. dba J.A.M. Realty, Inc.	**Second Party Name** Hope Crumbie, unmarried
Additional Parties	**Additional Second Parties**

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block 234	**Lot** 17.07
Municipality Borough of New Providence	**Consideration** $156,193.00
Mailing Address of Grantee 7 Riverbend Court, New Providence, NJ 07974	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY	
Original Book	**Original Page**

UNION COUNTY, NEW JERSEY RECORDING DATA PAGE
This cover page is for use in Union County, New Jersey only.
Please do not detach this page from the original document as it
contains important recording information and is part of the permanent record.
Forms available at www.clerk.ucnj.org

TE12347

DB6297 0730

New Construction

Prepared By:
Mario Parisi, Sr.

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

Delivered on 10/31/18

THIS DEED is made on this the **17th** day of **October, 2018** by and between

MAJ REALTY, INC. d/b/a J.A.M. REALTY, INC., Grantor and

HOPE CRUMBIE, Single, (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of **One Hundred Fifty Six Thousand One Hundred Ninety-Three ($156,193.00) 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).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of the Borough of **New Providence,** County of **Union**, State of **New Jersey,** and described more specifically as Block No. **234** Lot No. **17.07** , and known by the street address:

7 Riverbend Court, New Providence, NJ 07974

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 Borough of New Providence's designated 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 thirty (30) year affordability control period that commenced on the date of first conveyance of title, which is **October 31, 2018**, 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 [...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:

Gina M. Wilson

GINA M. WILSON
Notary Public, State of New Jersey
My Commission Expires
June 23, 2022

MAJ REALTY, INC., d/b/a J.A.M. REALTY, INC.

By: Mario Parisi

Mario Parisi, Sr., Authorized Signatory

CORPORATE PROOF BY SUBSCRIBING WITNESS

STATE OF **NEW JERSEY**

SS.:

COUNTY OF **UNION**

I am either a Notary Public for the State of New Jersey. On this this **17th day of October, 2018, Mario Parisi, Sr.,** (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 **Authorized Signatory** of the corporation which is the Grantor described as such in this deed (hereinafter the "Corporation").

2. **Mario Parisi, Sr.,** the officer who signed this Deed is the **Authorized Signatory** 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 **$156,193.00.**

Sworn and signed before me on the date above written:

Gina M. Wilson, Notary Public for State of New Jersey

GINA M. WILSON
Notary Public, State of New Jersey
My Commission Expires
June 23, 2022

RECORD AND RETURN TO:
THE CADRE LAW FIRM
400 Sylvan Avenue, Suite 201
Englewood Cliffs, NJ 07632
Phone: 201-894-1300 – Fax: 201-894-1304

APPENDIX C-2

RESTRICTIVE COVENANT REQUIRED BY SECTION 5:80-26.5(d)

Declaration Of Covenants, Conditions
And Restrictions
Implementing Affordable Housing Controls
On State Regulated Property

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

For 95/5 Units

Fair Housing Act Required Covenants Restricting Use, Conveyance
And Mortgage Debt

THIS DECLARATION is made this the 31 day of **October, 2018,** by **Riverbend at New Providence Condominium Association, Inc.,** a New Jersey ("condominium/homeowners association"), having its principle address at: **8 Lower Overlook Road, Gillette, NJ 07933** (hereinafter referred to as "Grantor").

WHEREAS, Grantor is the owner of an affordable housing unit, more fully described on Schedule A attached hereto and made a part hereof (hereinafter referred to as the "Affordable Unit") which are situated within **Riverbend at New Providence,** a (condominium or residential development) consisting of a total of **22** dwelling units, located in the Municipality of **New Providence,** County of **Union,** 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-income in accordance with the provisions of the Act; and

WHEREAS, the Act requires that municipalities insure that such designated housing remains affordable to low and moderate-income households;

WHEREAS, pursuant to the Act, the Affordable Units described in Exhibit A attached to this Agreement have been designated as low and moderate-income housing as defined by the Act; and

WHEREAS, the purpose of this Declaration is to ensure that the described Affordable Units remain affordable to low and moderate-income eligible households for that period of time described in Article 1, Section I of this Declaration.

NOW, THEREFORE, it is the intent of this Declaration to ensure that the affordability controls are recorded on each of the affordable units so as to bind the owners of the Affordable Units of the covenants, conditions and restrictions which they shall be required to comply and to notify all future purchasers of the affordable units that the housing unit is encumbered with affordability controls.

Article 1. Affordable Housing Covenants

The sale and use of each 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 each respective Affordable Unit, 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 Affordable Unit may be conveyed only to a household who has been approved in advance and in writing by the Borough of New Providence's designated 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 Percent (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 Units are subject to a thirty (30) year affordability control period that commenced on the date of first conveyance of title, which is **October 17, 2018,** 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 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. 5:80-26.10A(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 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.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized partners and proper officers, respectively, this 17th day of **October, 2018.**

ATTEST:

MAJ REALTY, INC., d/b/a J.A.M. REALTY, INC.

By: _____

Mario Parisi, Sr., Authorized Signatory

GINA M. WILSON
Notary Public, State of New Jersey
My Commission Expires
June 23, 2022

APPENDIX J

FORM OF CERTIFICATE FOR APPLICANTS CERTIFIED TO OWNERSHIP UNIT, REQUIRED BY SECTION 5:80-26.18(c)(2)

CERTIFICATE FOR APPLICANT CERTIFIED TO AN OWNERSHIP UNIT SUBJECT TO AFFORDABLE HOUSING RESTRICTIONS

My name is **Hope Crumbie,** and I am making this Certificate in connection with my Certification to Purchase **7 Riverbend Court, New Providence, NJ 07974,** a home provided under the New Jersey Affordable Housing Program.

I am aware, as the purchaser of an Affordable Home, that from this date until **October 16, 2048,** 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 Borough of New Providence's designated 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 a loan of any kind, secured by my house (a "mortgage loan"), unless my plans to get the loan are approved by the Borough of New Providence's designated Administrative Agent before I sign any loan papers. The total amount of mortgage loan 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 an employer is temporarily sending me to a work place a great

distance from our home, or if I am being called up for military service, I should call the Borough of New Providence's designated Administrative Agent and ask for a "temporary waiver" of this rule. It is up to the Borough of New Providence's designated Administrative Agent whether we get a temporary waiver.

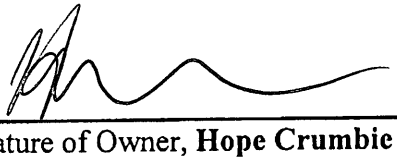
5. If my home is a two-family home, I know that I am allowed to rent the rental apartment in my home only to a person or to a family who is part of the Affordable Housing Program, and who has been certified to rent my rental apartment, in writing, by the Borough of New Providence's designated Administrative Agent.

6. Furthermore, I know that the rent I am allowed to charge a tenant is limited by law and is announced each year by the Borough of New Providence's designated Administrative Agent. I know that it is my responsibility to find out what is the maximum rent I am allowed to charge by calling the Borough of New Providence's designated Administrative Agent.

7. I know that I am required to send copies of all leases with my tenants to the Borough of New Providence's designated Administrative Agent.

8. I know that I am not allowed to make any improvements to our home unless they have been approved in writing by the Borough of New Providence's designated Administrative Agent.

9. Finally, I know that if 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.



Signature of Owner, **Hope Crumbie**

WESTCOR
LAND TITLE INSURANCE COMPANY

SCHEDULE C
LEGAL DESCRIPTION

Issuing Office File No. TE12347

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of New Providence, in the County of Union, State of New Jersey:

Known as and designated as Unit No. 7 in Building 2 situated in River Bend at New Providence, a condominium, established in accordance with the N.J.S.A. 46:8b-1, et seq., together with an undivided 3.0639% 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 for River Bend at New Providence Condominium, dated April 2, 2015, recorded on October 1, 2015, in the Union County Clerk's Office in Deed Book 6082, Page 947; as same may now or hereafter be lawfully amended.

FOR INFORMATION ONLY: Being known as Lot 17.07, in Block 234, on the official tax map of Borough of New Providence, County of Union, in the State of NJ. The mailing address is: 7 Riverbend Court, 7 in Building 2, New Providence Borough, NJ.

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
(9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

MAJ REALTY, INC. d/b/a J.A.M. REALTY, INC.

Current Street Address

8 Lower Overlook Road

City, Town, Post Office Box	State	Zip Code
Gillette	NJ	07933

PROPERTY INFORMATION

Block(s)	Lot(s)	Qualifier
234	17.07	

Street Address
8 Riverbend Court

City, Town, Post Office Box	State	Zip Code
New Providence	NJ	07974

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100%	$156,193.00	$156,193.00	~~10/17/2018~~ 10/31/18

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. [ ] 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.

DB6297 0741

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.

10/17/2018
Date

Mario Pane Jr
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

COPY

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 Union County Municipal Code 2011

MUNICIPALITY OF PROPERTY LOCATION New Providence

FOR RECORDER'S USE ONLY	
Consideration	$ 156,193.00
RTF paid by seller	$ 1045.55
Date 11/28/18	By AB

*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, MAJ Realty, Inc. dba JAM Realty, Inc. (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 October 31, 2018 transferring real property identified as Block number 234 Lot number 17.07 located at 7 Riverbend Court, New Providence (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 156,193.00 *(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 #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 *(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 17 day of October , 20 18

Gina M. Wilson

GINA M. WILSON
Notary Public, State of New Jersey
My Commission Expires
June 23, 2022

Signature of Deponent

Mario Parisi, Sr. Auth. Signatory
Deponent Address

XXX-XXX-5 5 1
Last three digits in Grantor's Social Security Number

MAJ Realty Inc. dba JAM Realty Inc.
Grantor Name

8 Lower Overlook Road, Gillette, NJ
Grantor Address at Time of Sale

Title Evolution, LLC
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY			
Instrument Number	307253	County	Union
Deed Number		Book	6297 Page 730
Deed Dated	10/17/18	Date Recorded	11/28/18

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.

DB6297 0742

STATE OF **NEW JERSEY**

SS.:

COUNTY OF **BERGEN**

BE IT REMEMBERED that on this the **17th day of October, 2018** the signer of this Certificate, **Hope Crumbie,** appeared personally before me and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that she is the Purchaser of the Affordable Home that is identified as said Purchaser in the foregoing Certificate, and (ii) and that 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, **Jill Cadre, Esq.,** on the date set forth above.

Jill Cadre, Esq.
Attorney-at-Law, State of New Jersey

END OF DOCUMENT

PD BY: TITLE EVOLUTIONS

THE CADRE LAW FIRM
400 SYLVAN AVENUE, SUITE 201

ENGLEWOOD CLIFFS NJ 07632

Deed

Inst.# 307253

Paid
Recording Fee 173.00
RT Fee 643.55

DB6297 0743

New Search | Assessment Postcard

Block:	234	Prop Loc:	17 RIVERBEND CT	Owner:	JAM REALTY INC	Square Ft:	0
Lot:	17.17	District:	2011 NEW PROVIDENCE	Street:	8 LOWER OVERLOOK RD	Year Built:	
Qual:		Class:	1	City State:	GILLETTE, NJ 07933	Style:	

Additional Information

Prior Block:		Acct Num:		Addl Lots:		EPL Code:	0 0 0
Prior Lot:		Mtg Acct:		Land Desc:	2.108AC	Statute:	
Prior Qual:		Bank Code:	0	Bldg Desc:	AFFORDABLE	Initial:	Further:
Updated:	12/06/17	Tax Codes:		Class4Cd:	0	Desc:	
Zone:		Map Page:		Acreage:	0	Taxes:	605.63 / 0.00

Sale Information

Sale Date:	00/00/00	Book:		Page:		Price:	0 NU#: 0	
Sr1a	Date	Book	Page	Price	NU#	Ratio	Grantee	

TAX-LIST-HISTORY

Year	Owner Information	Land/Imp/Tot	Exemption	Assessed	Property Class
2019	JAM REALTY INC	12500	0	12500	1
	8 LOWER OVERLOOK RD	0			
	GILLETTE, NJ 07933	12500			
2018	JAM REALTY INC	12500	0	12500	1
	8 LOWER OVERLOOK RD	0			
	GILLETTE, NJ 07933	12500			
2017	JAM REALTY INC	50000	0	50000	1
	8 LOWER OVERLOOK RD	0			
	GILLETTE, NJ 07933	50000			

*Click on Underlined Year for Tax List Page

New Search | Assessment Postcard

Block:	234	Prop Loc:	18 RIVERBEND CT	Owner:	JAM REALTY INC	Square Ft:	0
Lot:	17.18	District:	2011 NEW PROVIDENCE	Street:	8 LOWER OVERLOOK RD	Year Built:	
Qual:		Class:	1	City State:	GILLETTE, NJ 07933	Style:	

Additional Information

Prior Block:		Acct Num:		Addl Lots:		EPL Code:	0 0 0
Prior Lot:		Mtg Acct:		Land Desc:	2.108AC	Statute:	
Prior Qual:		Bank Code:	0	Bldg Desc:	AFFORDABLE	Initial:	Further:
Updated:	12/06/17	Tax Codes:		Class4Cd:	0	Desc:	
Zone:		Map Page:		Acreage:	0	Taxes:	605.63 / 0.00

Sale Information

Sale Date:	00/00/00	Book:		Page:		Price:	0	NU#: 0

Sr1a	Date	Book	Page	Price	NU#	Ratio	Grantee

TAX-LIST-HISTORY

Year	Owner Information	Land/Imp/Tot	Exemption	Assessed	Property Class
2019	JAM REALTY INC	12500	0	12500	1
	8 LOWER OVERLOOK RD	0			
	GILLETTE, NJ 07933	12500			
2018	JAM REALTY INC	12500	0	12500	1
	8 LOWER OVERLOOK RD	0			
	GILLETTE, NJ 07933	12500			
2017	JAM REALTY INC	50000	0	50000	1
	8 LOWER OVERLOOK RD	0			
	GILLETTE, NJ 07933	50000			

*Click on Underlined Year for Tax List Page

APPENDIX J

Southgate at Murray Hill

- 1994 Affordable Housing Agreement

COUNCIL ON AFFORDABLE HOUSING

AFFORDABLE HOUSING AGREEMENT

A DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

This AGREEMENT is entered into on this 4th day of August, 1994, between SOUTH GATE AT MURRAY HILL, LIMITED PARTNERSHIP, owner of the property designated in Section II. PROPERTY DESCRIPTION below, hereinafter called the "Owner"; and THE BOROUGH OF NEW PROVIDENCE, hereinafter called the "Authority", both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing Units described in Section II. PROPERTY DESCRIPTION below, for a period of at least thirty (30) years beginning on December 2, 1994 and ending at the first non-exempt transfer of title after December 1, 2024 unless extended by municipal resolution as described in Section III. TERM OF RESTRICTION below;

W I T N E S S E T H:

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c.222) hereinafter called 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;

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

six (6) years;

WHEREAS, the Act establishes the Council on Affordable Housing, hereinafter called the "Council", to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing;

WHEREAS, pursuant to the Act, the housing unit described in Section II. PROPERTY DESCRIPTION below and/or on Exhibit "A" attached to this Agreement, has 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 remains affordable to low and moderate income-eligible households for that period of time described in Section III. TERM OF RESTRICTIONS below;

NOW THEREFORE,

It is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the aforesaid property and incorporated into and recorded with the property deed so as to bind the Owner of the described property and notify all future purchasers of the housing units that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described property agrees to restrict the sale of the housing units to low and moderate income-eligible households at a maximum resale price determined by the Authority for the specified period of time.

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I. DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as follows:

(A) "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;

(B) "Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by L. 1983, c.530 C. 55:14K-1 et seq.;

(C) "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;

(D) "Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowners association as the applicable case may be, imposed upon the Affordable Housing Units;

(E) "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;

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(F) "Base Price" shall mean the initial sales price of a Unit produced for or designated as owner-occupied Affordable Housing;

(G) "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;

(H) "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 and Moderate Income-Eligible Household from the Authority;

(I) "Department" shall mean the New Jersey State Department of Community Affairs;

(J) "Exempt Transaction" shall mean the following "non-sales" title transaction:

(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.

(K) "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;

(L) "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

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that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgage;

(M) "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;

(N) "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;

(O) "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, 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;

(P) "Hardship Waiver" shall mean an approval by the Authority of a non-exempt transfer of title to sell an Affordable Housing 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;

(Q) "Household" shall mean the person or persons occupying a housing unit;

(R) "Index" shall mean the measured percentage of change in the median income for a Household of four by georgraphic region using the income guideline approved for use by Council;

(S) "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;

(T) "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;

(U) "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, the Owner shall include the developer/owner of such Affordable Housing Units. The Owner shall not include any co-signer or co-borrower on any First Purchase Money Mortgage unless such co-signed or co-borrower is also a named title holder of record of such Affordable Housing Unit;

(V) "Price Differential" shall mean the total

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amount of the unrestricted 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;

(W) "Primary Residence" shall mean the Unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year;

(X) "Purchaser" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing Unit subject to a mortgage commitment and closing;

(Y) "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;

(Z) "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;

(AA) "Repayment Note" shall mean the second mortgage not 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

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the property after restrictions have ended as specified in the Affordable Housing Agreement;

(BB) "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; and

(CC) "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 Unit 9, 83 South Gate Road, Block 341, Lot 2, Borough of New Providence, County of Union, Number of bedrooms, one (1), New Providence, New Jersey 07974.

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 RESTRICTIONS

(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 ten (10) 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. 5:92-5.3(b); or at the first non-exempt sale after thirty (30) 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 below, shall occur; and

(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. 5:92.1 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; and

(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 maximum allowable price established by the Authority be lower 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 RESTRICTIONS, 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 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

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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 to the Affordable Housing Unit after restrictions have ended as specified heretofore in Section III. TERM OF RESTRICTIONS; and

(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; and

(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 the applicable Master Deed and not 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

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Section III. TERM OF RESTRICTIONS of the Agreement; and

(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 RESTRICTIONS. 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 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 dated , 1994, which is being filed in the Office of the Register of Union 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.

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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 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 Affordable Housing Unit shall keep the Affordable Housing Unit is 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

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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

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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. 5:92-1 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 thirty (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; and

(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

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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 subordinated 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 the holder of the First Purchase Money Mortgage 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

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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 (A) 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 (B) 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 Mortgage 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

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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 permited 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 defaultign mortgagor or placed in an escrow account for the defaulting mortgage 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.

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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 see 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 this 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 this Agreement, ethics on the premises, and specific performance.

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.

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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 above.

To the Authority: The Borough of New Providence
At the address stated below:

360 Elkwood Avenue
New Providence, New Jersey 07974
Attention: Housing Officer

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 or, 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 Agreement are severable so that if any

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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 Agreement, 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 Agreement thereby operating to validate the provisions of this Agreement 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 Agreement.

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

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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. TERM OF RESTRICTIONS, Paragraph (C) above. 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.

WITNESS:

OWNER:
SOUTH GATE AT MURRAY HILL, LIMITED PARTNERSHIP
By _____
Managing Partner Toll Bros., Inc. General Partner
Dated 7/12/94

AUTHORITY:

THE BOROUGH OF NEW PROVIDENCE

WITNESS:

By _____
Harold Weidell, Jr., Mayor
Dated Aug. 16, 1994

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STATE OF NEW JERSEY)
:ss:
COUNTY OF Morris)

BE IT REMEMBERED, that on this 4th day of August, 1994, before me, the subscriber, personally appeared THREE FRIES2, who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the President of the General Partner of the Owner named in the within Agreement; that this Agreement is the Affordable Housing Agreement of the described property; and that the execution, as well as the making of this Agreement, has been duly authorized and is the voluntary act and deed of said Owner.

HAROLD FRIES
Attorney at Law
State of N. J.

STATE OF NEW JERSEY)
:ss:
COUNTY OF Union)

BE IT REMEMBERED, that on this 16 day of August, 1994, before me, personally appeared HAROLD WEIDELI, JR., who, is Mayor of the Borough of New Providence and that he executed the foregoing Agreement in such capacity pursuant to authorization contained in a resolution of the New Providence Council.

GRACE D MARSHALL
Notary Public of New Jersey
My Commission Expires July 17, 1998

EXHIBIT "A"
to
AFFORDABLE HOUSING AGREEMENT

PROPERTY DESCRIPTION

This Affordable Housing Agreement applies to the Owner's interest in the real properties as described below:

Unit 10, 83 South Gate Road, Block 341, Lot 2, Borough of New Providence, County of Union, bedrooms, two (2), New Providence, New Jersey 07974.

The restrictions contained herein shall be imposed on this Affordable Housing Unit for a period of at least thirty (30) years beginning on , 1994 and ending at the first non-exempt transfer of title after , 2024, unless extended by municipal resolution as described in Section III. TERM OF RESTRICTIONS.

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STATE OF NEW JERSEY
COUNCIL ON AFFORDABLE HOUSING

SECOND REPAYMENT MORTGAGE

This Mortgage made on , 1994, between (referred to as "Borrower") and THE BOROUGH OF NEW PROVIDENCE (referred to as the "Authority")

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 , 1994. 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 Borough of New Providence, County of Union and State of New Jersey, specifically described as follows:

Street Address:

Lot No. 2, Block 341

Also more particularly described as:

Together with:

(A) All buildings and other improvement that now are or will be located on the Property;

(B) All fixtures, equipment and personal property that now are or will be attached to or used with

884177-0209

the land, buildings and improvements of or on the Property; and

(C) All rights which the Borrower now has or will acquire with regard to the Property.

BORROWER'S ACKNOWLEDGEMENTS

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;

(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 (30) years unless a shorter time period is authorized in accordance with rules established by any agency having jurisdiction (the "restricted period");

(C) To ensure that such housing, including this Property, remains affordable to low and moderate income households during the restricted period, an Affordable Housing Agreement has been executed by the Borrower that constitutes covenants running with the land with respect to the Property and the Borough of New Providence 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.

The Borrower also acknowledges and understands that the Property has been purchased at a restricted sales price

DB4177-0201

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:

(A) The Borrower will comply with all of the terms of the Note and this Mortgage which includes:

(1) 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; and

(2) 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;

(B) 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;

(C) 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

BB4177-0202

and this Mortgage for any taxes paid on the Property;

(D) 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; and

(E) The Borrower shall use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

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 prepayment described in Paragraph (A)(2) 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 lenders, who hold mortgages, and also 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

BB4177-0208

purchasers and owners of the Property, and the 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:

(A) The Borrower fails to comply with the provisions of the Affordable Housing Agreement;

(B) The Borrower fails to make any payment required by the Note and this Mortgage;

(C) The Borrower fails to keep any other promise made in this Mortgage;

(D) The ownership of the Property is changed for any reason without compliance with the terms of the Note and Mortgage;

(E) The holder of any lien on the Property starts foreclosure proceedings; or

(F) Bankruptcy, insolvency or receivership is started by or against the Borrower.

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 Mortgage, 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

This 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 of the Borrowers who sign this Mortgage.

SECOND MORTGAGE

The lien on this Mortgage is inferior to and subject to the terms and provisions of the First Mortgage executed contemporaneously herewith.

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.

WITNESS:

_____

BORROWER:

By_____

Dated_____

AUTHORITY:

WITNESS:

THE BOROUGH OF NEW PROVIDENCE

_____

By_____
Harold Weidell, Jr., Mayor

Dated_____

STATE OF NEW JERSEY)
:ss:
COUNTY OF)

BE IT REMEMBERED, that on this day of , 1994, before me, the subscriber, personally appeared , who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner named in the within Agreement; that this Agreement is the Affordable Housing Agreement of the described property; that the execution, as well as the making of this Agreement, has been duly authorized and is the voluntary act and deed of said Owner.

STATE OF NEW JERSEY)
:ss:
COUNTY OF)

BE IT REMEMBERED, that on this day of , 1994, before me, personally appeared HAROLD WEIDELI, JR., who, is Mayor of the Borough of New Providence and that he executed the foregoing Agreement in such capacity pursuant to authorization contained in a resolution of the New Providence Council.

BB4177-0206

STATE OF NEW JERSEY
COUNCIL ON AFFORDABLE HOUSING

SECOND MORTGAGE REPAYMENT NOTE

, 1994, , New Jersey

FOR VALUE RECEIVED (referred to as the "Borrower") promises to pay to THE BOROUGH OF NEW PROVIDENCE (referred to as the "Authority") the amount specified in this Note and promises to abide by the terms contained below. This mortgage is subordinate to the first mortgage executed contemporaneously herewith.

REPAYMENT MORTGAGE

As security for the payment of amount due under this Note and the performance of all promises contained in this Note, the Borrower is giving the Authority a Mortgage, dated , 1994. The Mortgage covers real estate (the "Property") owned by the Borrower, the legal description of such real estate being contained in the Mortgage.

BORROWER'S PROMISE TO PAY AND OTHER TERMS

The Property is subject to terms, restrictions and conditions that prohibit its sale at a fair market price for an established period of time. Within the restricted period, starting with the date the Borrower obtains title to the Property, the Borrower shll not sell or transfer title to the Property for an amount that exceeds a maximum allowable resale price established by the Authority.

(A) All proceeds received during the restricted period in excess of the restricted amount shall be paid to the Authority; and

(B) At the first non-exempt sale of the

DB4177-0207

Property after restrictions have ended, 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 of resale (the "Price Differential") to the Authority.

The amount due and payable to the Authority shall be calculated as follows:

FAIR MARKET PRICE less
MAXIMUM ALLOWABLE RESALE PRICE
equals
PRICE DIFFERENTIAL

BORROWER'S PROCEEDS
equals
MAXIMUM ALLOWABLE RESALE PRICE
plus 5% of PRICE DIFFERENTIAL

AMOUNT OF NOTE
equals
FAIR MARKET PRICE less
BORROWER'S PROCEEDS

WAIVER OF FORMAL ACTS

The Borrower waives its right to require the Authority to do any of the following before enforcing its rights under this Note:

(A) To demand payment of amount due (known as Presentment);

(B) To give notice that amounts due have not been paid (known as Notice to Dishonor); and

(C) To obtain an official certificate of non-payment (known as Protest).

RESPONSIBILITY UNDER NOTE

All Borrowers signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Authority may enforce this Note against any one or more of the Borrowers or against all Borrowers together.

DB4177-0208

SIGNATURES

The Borrower agrees to the terms of this Note by signing below.

WITNESS: _____(L.S.)

_____

DB4177-0209

DB4177-0210

SCHEDULE OF PERCENTAGE INTEREST IN COMMON ELEMENTS

Unit	Building	Percentage Interest in Common Elements
1	1	12%
2	1	11%
3	2	12%
4	2	11%
5	2	12%
6	3	11%
7	3	11%
8	3	12%
9 (Ground Floor)	3	4%
10 (Second Floor)	3	4%

32400

POE & FREIREICH
236 Columbia Turnpike
Columbia Commons
Suite 202
Florham Park, NJ 07932

010919

1984177-0282 END OF DOCUMENT

APPENDIX K

Murray Hill Farms

- 1994 Master Deed

00797

MASTER DEED

FOR

THE MURRAY HILL FARM CONDOMINIUM

DATED: February 1 , 1994

RECORD AND RETURN TO:

PITNEY, HARDIN, KIPP & SZUCH
P.O. Box 1945
Morristown, N.J. 07962
Attn: Joel M. Rosen

Prepared by: _____
JOEL M. ROSEN, ESQ.

RECORDED
ORIG. CONT. N.J.
94 FEB -4 AM 10:44
JOANNE RAUSCH
REGISTER

JMR065
6460.54306
012594

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MASTER DEED

FOR

THE MURRAY HILL FARM CONDOMINIUM

THIS MASTER DEED, made this 1st day of February, 1994, by PROVIDENCE DEVELOPMENT GROUP, INC., a New Jersey corporation, having offices at 471 Union Avenue, New Providence, New Jersey 07974 (hereinafter referred to as "Sponsor").

WHEREAS, Sponsor is the owner of the fee simple title to those lands and premises in the Borough of New Providence, County of Union, State of New Jersey, more particularly described in Exhibit "A" attached hereto and made a part hereof, which lands and premises are hereinafter referred to as the "Property"; and

WHEREAS, the Property is intended to ultimately contain three (3) residential Buildings in which are located a total of thirteen (13) dwelling units, hereinafter referred to collectively as "Units", together with parking areas, walkways, roads and other improvements all as are more particularly shown on a certain Site Plan prepared by Johnson Engineering, Incorporated, and attached hereto and made a part hereof as Exhibit "B", and on certain floor plans certified by Gary Snider Architects, and attached hereto and made a part hereof as Exhibit "C"; and

WHEREAS, it is the intention of Sponsor to establish the form of ownership of the Property as a condominium pursuant to the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1, et seq., under the name "The Murray Hill Farm Condominium", (hereinafter referred to as the "Condominium"); and

WHEREAS, Sponsor has established or is about to establish MHF Condominium Association, Inc., a New Jersey non-profit corporation, for the administration, operation and management of the Condominium and other improvements intended for the common use and enjoyment of the residents of the Condominium.

THEREFORE, WITNESSETH:

1. ESTABLISHMENT OF CONDOMINIUM

Sponsor does hereby submit, declare and establish in accordance with N.J.S.A. 46:8B-1 et seq. the condominium form of ownership for that parcel of land described in Exhibit "A" afore-

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said and as more particularly shown on Exhibits "B", and "C", aforesaid, under the name "The Murray Hill Farm Condominium."

2. DEFINITIONS

For the purpose hereof, the following terms shall have the following meanings when used in this Master Deed unless the context in which same is utilized clearly indicates otherwise:

2.01 "Affordable Housing Plan" shall mean the Affordable Housing Plan for Murray Hill Farm, a copy of which document is attached hereto and made a part hereof as Exhibit "G".

2.02 "Board" shall mean the Board of Trustees of the Condominium Association and any reference herein or in the Certificate of Incorporation, By-Laws or Rules and Regulations to any power, duty, right of approval or any other right of the Condominium Association shall be deemed to refer to the Board and not the membership of the Condominium Association, unless the context expressly indicates to the contrary.

2.03 "Board of Directors" shall refer to the Board of Directors of the Murray Hill Farm Homeowners Association, Inc., and not the membership of that entity. "Board of Directors" also shall not mean the Board of Trustees of the MHF Condominium Association, Inc.

2.04 "Buildings" shall mean the three (3) enclosed structures containing Units and structural improvements appurtenant thereto which are located on the lands described in Exhibit "A", and shown on Exhibits "B" and "C", respectively.

2.05 "By-Laws" shall mean the By-Laws of the Condominium Association, a copy of which document is attached hereto and made a part hereof as Exhibit "E", together with all future amendments or supplements thereto.

2.06 "Certificate of Incorporation" shall mean the Certificate of Incorporation of the Condominium Association, a copy of which document is attached hereto and made a part hereof as Exhibit "D", together with all future amendments or supplements thereto.

2.07 "Common Elements" shall mean "General Common Elements" or "Limited Common Elements" of the Condominium.

2.08 "Common Expenses" shall, subject to the provisions of paragraph 6 hereof, mean all those expenses anticipated by N.J.S.A. 46:8B-3(e), in addition to all expenses including reserves incurred or assessed by the Condominium Association, or its respective directors, officers, agents or employees, in the lawful performance of their respective duties or powers.

2.09 "Community" shall mean and refer to that planned community known as "Murray Hill Farm", intended to contain dwellings and structures of various types, together with other improvements and amenities, located in the Township of Berkeley Heights and the Borough of New Providence, Union County, New Jersey, including the Condominium.

2.10 "Condominium" shall mean (i) all the lands and premises described in Exhibit "A" that have been subjected to this Master Deed; all improvements now or hereinafter constructed in, upon, over or through such lands and premises, whether or not shown on any Exhibit hereto; and (iii) all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining; and (iv) the entire entity created by the execution and recording of this Master Deed.

2.11 "Condominium Act" shall mean the provisions of N.J.S.A. 46:8B-1, *et seq.*, and all applicable amendments and supplements thereto.

2.12 "Condominium Association" shall mean MHF Condominium Association, Inc., a New Jersey non-profit corporation, formed to administer, manage and operate the common affairs and Common Elements of the Unit Owners and the Condominium, as provided in this Master Deed and the By-Laws.

2.13 "Declaration" shall refer to the Declaration of Covenants and Restrictions for Murray Hill Farm recorded in the Union County Register's Office simultaneously with this Master Deed. The Declaration places certain restrictions on the Condominium and certain other lands now or hereafter to become part of the Community.

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2.14 "Eligible Mortgage Holder" shall be defined as set forth in Section 26.01 of this Master Deed.

2.15 "General Common Elements" shall have the same meaning as "common elements" as set forth in N.J.S.A. 46:8B-3(d), except as same may be modified by the provisions of Section 5 hereof.

2.16 "Homeowners Association" shall refer to the Murray Hill Farm Homeowners Association, Inc., a New Jersey non-profit membership corporation, and to its successors and assigns. The Homeowners Association has been created by Sponsor in order to maintain and administer any Common Property of the Community.

2.17 "Lease" shall mean any agreement for the leasing or rental of any Unit of the Condominium.

2.18 "Limited Common Elements" shall have the same meaning as "limited common elements" as set forth in N.J.S.A. 46:8B-3(j), except as same may be modified by the provisions of Paragraph 5 hereof.

2.19 "Master Deed" shall mean this instrument together with all future amendments or supplements hereto.

2.20 "Mortgage" shall mean and refer to the duly recorded instrument and underlying obligation giving rise to a mortgage lien upon any Unit. "Mortgage Holder" shall mean and refer to the holder of record of a Mortgage or one who insures or guarantees any mortgage of record. "First Mortgage" shall mean and refer to the first or paramount mortgage with respect to a Unit.

2.21 "Owner" or "Unit Owner" shall mean and refer to those persons or entities in whom record fee simple title to any unit is vested as shown in the records of the Union County Register, including Sponsor unless the context expressly indicates otherwise, but notwithstanding any applicable theory of mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to any such Unit pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Unit Owner" refer to any lessee or tenant of a "Unit Owner".

2.22 "Permitted Mortgage" shall mean and refer to any mortgage lien encumbering a Unit (i) held by a bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund, governmental agency or other Eligible Mortgage Holder, or (ii) any purchase money mortgage held by Sponsor or by the Seller of a Unit. It shall also include any other mortgage lien which is expressly subordinate to any and all existing or future common expense liens imposed against the Unit by the Condominium Association.

2.23 "Property" shall mean the Buildings, the land and premises described in Exhibit "A", and all improvements now or hereafter constructed in, upon, over or through such land and premises.

2.24 "Rules and Regulations" shall mean those rules and regulations promulgated by the Condominium Association together with all future amendments or supplements thereto.

2.25 "Sponsor" shall mean and refer to Providence Development Group, Inc., a New Jersey corporation, its successors and assigns, and includes any successor to Sponsor contemplated by Section 29 of this Master Deed.

2.26 "Unit" shall mean a part of the Condominium designated and intended for independent ownership and use as a residential dwelling, regardless of type, all as more specifically described in paragraph 4 hereof, and shall not be deemed to include any part of the General Common Elements or Limited Common Elements situated within or appurtenant to a Unit.

Unless the context clearly indicates otherwise, all definitions set forth in N.J.S.A. 46:8B-3 are incorporated herein by reference, and the definitions set forth above shall be used in conjunction therewith.

3. GENERAL DESCRIPTION OF CONDOMINIUM

The Condominium will include the lands described in Exhibit "A" aforesaid consisting of approximately 1.4624 acres with thirteen (13) condominium Units located in three (3) Buildings together with all parking areas and other site improvements as shown on

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Exhibits "B" and "C" aforesaid, and includes all rights, privileges, roads, waters and appurtenances thereto belonging or appertaining. Each of the aforesaid Units has been designated by a one or two digit number as set forth on Exhibit "F".

4. DESCRIPTION OF UNITS

4.01 Description of Units. The dimensions, areas and location of the Buildings and all of the aforesaid Units within the Condominium are as shown graphically on Exhibits "B" and "C". Each Unit is intended to contain all space within the area bounded by the unexposed surface of the perimeter walls of each Unit and of the lowest subfloor and the uppermost ceiling of each Unit as follows:

BOTTOM: The bottom is an imaginary horizontal plane through the lowest point of the unexposed surface of each portion of subfloor, if any, within the Unit, and extending in every direction to the point where it closes with a side of such Unit.

TOP: The top of each type of Unit is an imaginary plane along and coincident with the unfinished and unexposed surface of the gypsum board or other material which forms the uppermost ceiling of the Unit and extending in every direction to the point where it closes with every side of such Unit.

SIDES: The sides of each Unit are imaginary vertical planes along and coincident with the innermost surface of the studding of the perimeter walls. Where no wall exists, the side is an imaginary vertical plane along and coincident with the exterior surface of the windows or doors located on the perimeter of such Unit. The sides of each such Unit are bounded by the bottom and top of the Unit.

4.02 Items Included in the Unit. Each Unit, regardless of type, also includes all built-in appliances, fixtures, doors, windows, interior walls and partitions, gypsum board and/or other facing material on the walls and ceilings thereof, the inner decorated and/or finished surface of the floors (including all flooring tile, ceramic tile, finished flooring, carpeting and padding) and all other improvements located within such Unit described, which are exclusively appurtenant to such Units, although all or part thereof may not be located within the Unit, and shall include, but not be limited to the following individual appurtenances to the extent

that same serve each individual Unit only and not any other Unit or any portion of the Common Elements:

(a) So much of the common heating, plumbing and ventilating system as extends from the interior surface of the walls, floors or ceilings into the Unit; and

(b) All electrical wires which extend from the interior surface of walls, floors or ceilings into the Units and fixtures, switches, outlets and circuit breakers; and

(c) All utility meters not owned by the public utility agency supplying the service; and

(d) All equipment, appliances, machinery, mechanical or other systems which serve the Unit exclusively whether or not same are located within or without the Unit.

4.03 Interior Partitions. Interior partitions or nonbearing walls within the confines of each Unit may, from time to time, be removed or replaced. However, such reconstruction will in every event be subject to the prior written approval of the Board. In the event a Unit Owner is permitted to remove or replace any or all such interior partitions or walls, no amendment of the Master Deed will be necessary or required. No Unit may be partitioned or subdivided without the prior written approval of any Eligible Mortgage Holder for such Unit. None of the foregoing approvals shall apply to Sponsor prior to the conveyance of any Unit(s) affected to another Unit Owner.

Sponsor shall, upon the recording of this Master Deed, be the Owner of every Unit within the Condominium, including its appurtenant percentage interest in the Common Elements and shall have the right to sell and convey, lease, or otherwise dispose of each such Unit as it may deem appropriate in its sole discretion.

5. DESCRIPTION OF GENERAL AND LIMITED COMMON ELEMENTS

5.01 General Common Elements

All appurtenances and facilities and other items which are not part of the Units hereinbefore described in Section 4, or part of the Limited Common Elements hereinafter described in Section 5.02, shall comprise the General Common Elements as graphically shown on Exhibits "B", and "C", aforesaid. The General Common Elements shall also include by way of description, but not by way of limitation:

(i) All land shown on Exhibit "B" aforesaid whether improved or unimproved; and

(ii) All curbs and walkways, subject to the easements and provisions set forth in Section 9 hereof; and

(iii) The parking area as shown on Exhibit "B", subject to the provisions of Section 5.02 hereof; and

(iv) Lawn areas, shrubbery, conduits, utility lines, underground sprinkler systems, if any, and waterways, subject to the easements and provisions set forth in Section 9 hereof; and

(v) Public connections and meters for gas, electricity, telephone and water not owned by the public utility or other agencies providing such services; and

(vi) The roofs, foundations, footings, columns, girders, beams, supports, exterior or interior bearing or main walls and floors between Units; and

(vii) Exterior lighting and other facilities necessary to the upkeep and safety of the Buildings and grounds; and

(viii) Any easement or other right which may now or hereafter be granted for the benefit of the Unit Owner(s) or others for access to or use of the General or Limited Common Elements not included within the Condominium or for any other purpose; and

(ix) All tangible personal property required for the operation, maintenance and administration of the Condominium which may be owned by the Condominium Association; and

(x) All other facilities or elements of any improvement within any Building or upon the Property necessary or convenient to the existence, management, operation, maintenance or safety of the Condominium, or normally in common use.

5.02 Limited Common Elements. Initially, there are no Limited Common Elements. However, Sponsor and the Association reserve the right, by amendment to this Master Deed in accordance with Section 20 hereof, to establish certain parking stalls in the parking area on the Property as Limited Common Elements appurtenant to specified Units.

Each Unit Owner's right to use any Limited Common Element(s) appurtenant to his Unit may not be transferred apart from the conveyance of title to the Unit. The Owners of Unit(s) to which a Limited Common Element(s) are attached or connected shall make repairs thereto necessitated by their own negligence, misuse or neglect. Any other repairs or maintenance, including snow clearing, by or with respect to the Limited Common Elements shall be the responsibility of the Condominium Association.

6. ESTATE ACQUIRED;INTEREST IN COMMON EXPENSE; INTEREST IN COMMON SURPLUS; VOTING

6.01. Estate Acquired. The Owner of each Unit shall have such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple, and shall acquire as an appurtenance thereto an undivided proportionate interest in the Common Elements of the Condominium, which shall not be divisible from the Unit to which it appertains, as set forth in Exhibit "F" attached hereto and made a part hereof. These proportionate interests are as near to equal as mathematically possible. Said proportionate interest is expressed as a percentage of the whole. The percentage shall remain fixed.

6.02. Use of Percentage Interest. The aforesaid interest shall be used to (i) allocate the division proceeds, if any, resulting from casualty loss, any eminent domain proceedings, any common surplus of the Condominium Association, or from any other disposition of the Condominium property; and (ii) to apportion the

assessments for the Common Expenses of each Unit within the Condominium.

6.03 Voting. Each Unit shall be entitled to one (1) vote in affairs of the Condominium Association. If a Unit is owned by more than one person, the one vote to which said Unit is entitled shall be divided by the number of co-owners of said unit. Sponsor shall be entitled to cast all votes appurtenant to Units owned by it, whether said Units are completed or prospective.

6.04 Homeowner's Association. Pursuant to the Declaration, each Unit Owner is a member of the Homeowner's Association, and the Condominium Association is entitled to one (1) vote in the affairs of the Homeowners Association. The Board shall designate one of the trustees to cast said vote.

7. COVENANT FOR MAINTENANCE AND CAPITAL IMPROVEMENT ASSESSMENTS

7.01 Common Expense Assessments. It shall be an affirmative and perpetual obligation of the Board to fix Common Expense assessments in an amount at least sufficient to maintain the exterior of the Buildings and to maintain and operate the Common Elements as contemplated by the Master Deed or By-Laws and as required by the Condominium Act. The amount of monies for Common Expenses of the Condominium Association deemed necessary by the Board and the manner of expenditure thereof shall be a matter for the sole discretion of the Board.

7.02 Notice. Annual Common Expense assessments shall be made for an annual period to be determined by the Board, and shall be payable in monthly installments due on the first day of each month. The Board shall cause to be prepared annually, at least thirty (30) days in advance of the due date of the first Common Expense installment for the period, a list of the Units and the annual Common Expense assessment applicable thereto, according to the names of the Unit Owners, which list shall be kept in the office of the Condominium Association and shall be open to inspection, upon request, by any Unit Owner. Written notice of the annual Common Expense assessments shall be sent by mail or delivered to every Unit Owner, as more particularly described in Article XIV of the By-Laws.

7.03 Assessment Not Made. If an annual Common Expense assessment is not made as required, an assessment shall be presumed to have been made in the amount of one hundred ten (110%) percent of the last prior year's assessment, and any installments of such

annual assessments shall be due upon each installment payment date until a new annual Common Expense assessment is made.

7.04 Emergency Assessment When Annual Common Expense Assessment Insufficient. In the event the annual Common Expense assessment proves to be insufficient, the budget and assessment may be amended at any time by the Board, provided that nothing herein shall serve to prohibit or prevent the Board from imposing a lump sum assessment in the case of any immediate need or emergency.

7.05 Special Assessments. In addition to the annual Common Expense assessments hereinbefore authorized, the Board may levy, in any assessment year, a special Common Expense assessment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement or a described capital improvement upon or to the Common Elements, including the necessary furniture, fixtures, equipment, and other personal property related thereto, or for any other lawful purpose, provided that any such special Common Expense assessment shall be authorized by the vote in person or by two-thirds (2/3) of all the aggregate votes held by all of the Members in good standing effected at a meeting duly called for such purpose. Written notice of such meeting shall be sent to all Unit Owners at least thirty (30) days in advance, which notice shall set forth the purpose of the meeting. The due date(s) of any special assessment, or any installment(s) thereof, shall be fixed in the resolution authorizing such special assessment. Any special assessment levied pursuant to this paragraph shall be applicable only for the year in which assessed.

7.06 Covenant to Pay Assessments. Every Unit Owner, by acceptance of a deed or other conveyance for a Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Condominium Association such sums, by way of annual or special Common Expense assessments contemplated herein or in the By-Laws. Upon the conveyance of title to a Unit, the portion of the then current annual assessment payable by the new Unit Owner shall be an amount which bears the same relationship to the annual assessment as the remaining number of months in the then current annual assessment period bears to twelve. No portion of any month shall be prorated. Such first annual assessment or portion thereof for which a new Unit Owner is liable shall be immediately due upon the closing of title to the purchaser.

7.07 Certificate of Payment. The Condominium Association shall, upon the request of any Unit Owner liable for a Common Expense assessment, or of the holder of any Permitted Mortgage for

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any Unit, furnish to such Unit Owner or holder of any Permitted Mortgage, a certificate in writing, signed by an officer of the Condominium Association, setting forth whether or not such annual Common Expense assessment or any special Common Expense assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any Common Expense assessments therein stated to have been paid.

7.08 Liability for Assessments. No Unit Owner may waive or otherwise avoid liability for Common Expenses by non-use of the Common Elements. Each such assessment shall be a continuing lien upon the Unit against which it was made, and shall also be the joint and several personal obligation of the Owner of such Unit at the time when the Common Expense assessment fell due, and of each subsequent record Owner of such Unit, together with such interest thereon and cost of collection thereof (including reasonable attorney's fees). Liens for unpaid Common Expense assessments may be foreclosed by suit brought in the name of the Condominium Association in the same manner as a foreclosure of a mortgage on real property. Suit to recover a money judgment for unpaid Common Expense assessments may also be maintained without waiving the lien securing the same.

8. COMMON EXPENSES; RESPONSIBILITIES OF OWNERS; DAMAGE DUE TO NEGLIGENCE, OMISSION, OR MISUSE

8.01 Use of Common Expense Assessments. The annual Common Expense assessments levied by the Board shall be used exclusively for promoting the health, safety, pleasure and welfare of the members of the Condominium Association, including, but without limitation: the maintenance and repair of the exterior and roofs of the Buildings, including but not limited to cleaning and painting of the exterior surfaces and finishes; maintenance, repair and replacement of the Common Elements or any other improvements in the Condominium; payment of taxes and insurance premiums; all costs and expenses incidental to the operation and administration of the Condominium Association; and, such other items as may from time to time be deemed appropriate by the Board. The Board may also provide, by promulgating Rules and Regulations, that ordinary maintenance and minor repairs and replacements be furnished to Units by Condominium Association personnel or representatives and charged as a Common Expense.

8.02 Maintenance. Each Unit Owner shall promptly furnish, perform, and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit; provided, however: (i) such maintenance, repairs and replacements as may be required for the functioning of the common plumbing, heat-

ing, air-conditioning, mechanical, electrical and water supply systems within his Building shall be furnished by the Condominium Association; and (ii) the Condominium Association, its agents and employees, may effect emergency or other necessary repairs which the Unit Owner has failed to perform; but any and all expenses incurred pursuant to the foregoing provisions shall be the responsibility of the Unit Owners affected thereby. Except as hereinbefore provided, maintenance, repairs and replacements of the plumbing fixtures and systems, windows, doors, electrical wiring and receptacles, kitchen appliances and equipment, and lighting fixtures within any Unit which are not common shall be the Unit Owner's responsibility at his sole cost and expense, and if the Unit Owner fails to perform such work, the Condominium Association may do so on the Unit Owner's behalf and charge the reasonable expenses thereof to the Unit. Maintenance, repair, replacement cleaning and washing of all wallpaper, paint, paneling, floor covering, draperies and window shades or curtains within any Unit shall also be the Unit Owner's responsibility at his sole cost and expense. The Condominium Association shall be responsible for all other maintenance, repair or replacement of the Common Elements, including the Limited Common Elements, if any.

8.03 Damage Due to Negligence, Omission or Misuse. If, due to the negligent act or omission of or misuse by Unit Owner, or a member of his family or household pet, or a guest, occupant or visitor (whether authorized or unauthorized by the Unit Owner), damage is caused to the Common Elements, or to a Unit(s) owned by others, or if maintenance, repairs or replacements is required which would otherwise be a Common Expense, then the Unit Owner so responsible shall pay for such damage and be liable for any damages, liability, costs and expense, including attorney's fees, caused by or arising out of such circumstances; and such maintenance, repairs or replacements to the General or Limited Common Elements or the Unit(s) shall be subject to the By-Laws and any Rules and Regulations that may be promulgated by the Board.

9. EASEMENTS

9.01 Unit Owner's Easements. Every Unit Owner, his successors and assigns, shall have the following perpetual easements with respect to the Property:

(a) A non-exclusive easement in, upon, over, under, across and through the Common Elements to keep, maintain, use, operate, repair and replace his Unit in its original position and in every sub-

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sequent position to which it changes by reason of the gradual forces of nature and the elements; and

(b) An exclusive easement for the existence and continuance of any encroachment by his Unit upon any adjoining Unit or upon any Common Elements, now existing or which may come into existence hereafter as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of a Building or a Unit, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Building stands; and

(c) A non-exclusive easement for ingress and egress to his Unit in, upon, under, over, across and through the General Common Elements; and

(d) An exclusive easement to use and enjoy the surfaces of the main walls, (including any windows, doors, balcony or patio therein), ceilings and floors contained within his Unit; and

(e) An easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, television, master antenna and other General Common Elements located in any of the other Units and serving his Unit; and

(f) A perpetual and non-exclusive easement in, over and through the General Common Elements of the Condominium to use the parking area, driveway, walkway and other common facilities within the Condominium, subject to the right of the Board to:

(i) promulgate Rules and Regulations for the use and enjoyment thereof; and

(ii) suspend the voting rights of any Unit Owner for any period during which any assessment for Common Expenses remains unpaid, or for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall

not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment.

9.02 Sponsor's Easements. Sponsor, its successors and assigns, shall have the following easements with respect to the Property:

(a) A blanket and non-exclusive easement in, upon, through, under and across the Common Elements for the purpose of construction, installation, maintenance and repair of any improvements to the Units or the Common Elements, for ingress and egress for the use of the walkway, driveway, parking area, and for the utilization of existing and future model Units for sales promotion and exhibition, until the expiration of one (1) year from the date the last Unit is sold and conveyed in the normal course of business, but in no event more than ten (10) years from the date of the recording of this Master Deed. In addition, Sponsor hereby reserves the irrevocable right to enter into, upon, over or under any Unit for such purposes as may be reasonably necessary for Sponsor or its agents to service such Unit or any part of the Building provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not; and

(b) A perpetual, blanket and non-exclusive easement in, upon, over, under, across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located in the Condominium. No individual Unit Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Condominium.

(c) A blanket and non-exclusive easement in, upon, over, under, through and across the Property for as long as Sponsor, its successors and assigns, shall be engaged in the construction, development and sale of interests in the Community or Common Property, as defined in the Declaration, which easement shall be for ingress and egress to other portions of the Community and the Property.

9.03 Condominium Association Easements.

easements: The Property shall also be subject to the following

(a) The Condominium Association shall have a perpetual exclusive easement for the maintenance of any Common Elements, which presently or may hereafter encroach upon a Unit; and

(b) The Condominium Association, through the Board or any manager, or managing agent, or their respective agents or employees, shall have the perpetual and non-exclusive right of access to each Unit (i) to inspect same, (ii) to remedy any violations of the provisions of this Master Deed, the By-Laws or any Rules and Regulations of the Condominium Association, and (iii) to perform any operations required in connection with the maintenance, repairs or replacements of or to the Common Elements, or any equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of emergency, such right of entry shall be immediate, without the necessity of notice, whether the Unit Owner is present at the time or not.

9.04 Permitted Mortgage Holder Easement. Any holder of a Permitted Mortgage, including any Eligible Mortgage Holder, its officers, agents and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Elements, or any Units so encumbered by a first mortgage owned by it. This right shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with the permission of the Board and the Unit Owner.

9.05 Easement for Services. There shall be a blanket, perpetual and non-exclusive easement in, upon, over, across and through the Common Elements for the purpose of the installation, maintenance, repair, service and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, poles, transformers, master television antennas and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Property, which easement shall be for the benefit of any governmental agency, or utility company or

other entity which requires same for the purpose of furnishing one or more of the foregoing services.

There shall be a blanket, perpetual and exclusive easement in, upon, over and across and through the Common Elements for the purpose of the installation, construction, maintenance, repair, service and replacement of a cable television communications system, including any poles, satellite antennas, equipment buildings, lines, mains, conduits, transformers and any and all equipment or machinery necessary or incidental to the proper functioning of a cable television communications system servicing the Property, which easement shall be for the benefit of any cable television company or other entity which requires same for the purpose of providing the cable television service to the Community or to the Condominium.

9.06 Official Easements. There shall be a blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements for the Borough of New Providence, the Condominium Association, the Homeowners Association, their respective officers, agents and employees (but not the public in general), and all police, fire, and ambulance personnel, to properly exercise their respective duties (including but not limited to emergency or other necessary repairs to a Unit which the Unit Owner has failed to perform) and for repair and maintenance of the Common Elements. Except in the event of emergencies, the rights accompanying the easements provided for in this section shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Unit Owner(s) directly affected thereby.

10. BY-LAWS AND ADMINISTRATION; CHANGES IN DOCUMENTS; POWER OF ATTORNEY.

10.01 Administration of Common Elements. The administration of the Common Elements of the Condominium shall be by the Condominium Association in accordance with the provisions of the New Jersey Condominium Act, this Master Deed, the Certificate of Incorporation, the By-Laws, and any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently be required by any Eligible Mortgage Holder designated by Sponsor or by any governmental agency having regulatory jurisdiction over the Condominium or by any title insurance company selected by Sponsor to insure title to any Unit(s).

10.02 Sponsor's Power of Attorney. Sponsor hereby reserves for itself, its successors and assigns, for a period of five (5) years from the date the first Unit is conveyed to an individual

purchaser, or until Sponsor conveys title to the last Unit, whichever occurs first, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Condominium, any such agreement, documents, amendments or supplements to the above described documents which may be so required by any such Eligible Mortgage Holder, governmental agency or title insurance company; provided, however, that no such agreement, document, amendment or supplement which (i) adversely affects the value or substantially alters the floor plan of any Unit, (ii) changes the percentage of the undivided interest in the Common Elements, (iii) increases the financial obligations of the Unit Owner, or (iv) reserves any additional or special privileges, shall be made without the prior written consent of the affected Unit Owner(s) and all owners of any mortgage(s) encumbering same; or if such agreement, document, amendment or supplement adversely affects the priority or validity of any mortgage which encumbers any Unit, without the prior written consent of the owners of all such mortgages.

10.03 Appointment of Sponsor as Attorney-in-Fact. By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every such contract purchaser, Unit Owner, mortgagee, or other lienholder or party having a legal or equitable interest in the Condominium does automatically and irrevocable name, constitute, appoint and confirm Sponsor, its successors and assigns, as attorney-in-fact for the purpose of executing such amended Master Deed(s) and other instrument(s) necessary to effect the foregoing rights reserved to Sponsor, including, without limitation, the right to establish Limited Common Elements, as provided in section 5.02 hereof, subject to the limitations set forth above in the preceding paragraphs.

The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said powers. Said power of attorney shall be vested in Sponsor, its successors and assigns until same effectuate the initial conveyance of all Units. Thereafter, said power of attorney shall automatically vest in the Condominium Association to be exercised through its Board of Trustees.

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11. RESTRICTIONS

11.01 General Restrictions. The Condominium is subject to all covenants, restrictions and easements of record, to all restrictions set forth in Section 3.07 of the Declaration, and to restrictions set forth herein:

(a) To the extent that equipment, facilities and fixtures, within any Unit(s) shall be connected to similar equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements, then use thereof by the individual Unit Owners shall be subject to this Master Deed, the By-Laws and the Rules and Regulations of the Condominium Association.

(b) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the Units.

(c) All property taxes, special assessments and other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel, as provided by the New Jersey Condominium Act. In the event that for any year such taxes are not separately taxed to each Unit, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof.

(d) Each Unit Owner shall pay for his own telephone and other utilities that are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed or which serve the Common Elements shall be treated as part of the Common Expenses.

(e) No maintenance or washing of any automobile or other vehicle shall be performed in the driveway or the parking area.

(f) Neither bicycles, baby carriages, wagons or similar non-motorized vehicles or toys, nor mopeds, motorcycles or similar motorized vehicles shall be parked or otherwise left unattended in any Common or Limited Common Element, excepting a licensed motorcycle, which may be parked in a marked parking stall, subject to any Rules and Regulations of the Condominium Association.

(g) No Unit shall be used or rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than six (6) months or (ii) any rental where the occupants of the Unit are provided customary hotel services such as room service for food and beverages, maid service, laundry and linen service and bellboy service; provided, however, that any Unit Owner may rent a Unit for less than six (6) months to a contract purchaser, but in no event for transient or hotel purposes. No Unit Owner may lease less than the entire Unit. Copies of all leases must be furnished to the Condominium Association prior to the commencement of the term thereof. Other than the foregoing obligations, Unit Owners shall have the right to lease the same provided that (i) said lease is in writing and is made subject to this Master Deed and the By-Laws of the Condominium Association and other documents referred to herein, including the right of amendment reserved to Sponsor herein, (ii) any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease, and (iii) said lease complies with the Affordable Housing Plan for The Murray Hill Farm Condominium, and which is attached hereto as Exhibit "G."

In the event a tenant of a Unit Owner fails to comply with either the provisions hereof or the By-Laws or Rules and Regulations of the Condominium Association, in addition to all other remedies which it may have, the Condominium Association shall notify the Unit Owner of such violation(s) and demand that same be remedied through the Unit Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within such thirty (30) day period, then the Unit Owner shall immedi-

ately thereafter, at his own cost and expense, institute and diligently prosecute an eviction against such tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Condominium Association. In the event the Unit Owner fails to fulfill the foregoing obligations, the Condominium Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner, at the Unit Owner's sole cost and expense, including all legal fees incurred. Such costs and expenses shall be due and payable upon demand by the Condominium Association and shall be deemed to constitute a lien on the particular Unit involved, and the collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses.

(h) No Unit, except any Unit used by Sponsor as a model, shall be used for any purpose other than as a private residence.

(i) There shall be no obstruction of the Common Elements, nor shall anything be stored in or upon the Common Elements without the prior consent of the Board.

(j) No portion of the Common Elements or other portion of the Property, except the dumpster disposal area, shall be used or maintained for the dumping of rubbish or debris. Trash, garbage or other waste shall be deposited in sanitary containers on the Property for regular collection.

(k) In order to provide an orderly procedure in the case of title transfers and to assist in the maintenance of a current roster of Unit Owners or occupants, each Unit Owner shall give the Secretary of the Condominium Association timely notice of his intent to list his Unit for sale or lease. Upon closing of title or execution of the lease, as the case may be, the Unit Owner shall forthwith notify such Secretary of the names and home addresses of the purchasers or lessees.

(l) No Unit Owner or occupant shall build, plant, or maintain any matter or thing upon, in, over or under the General or Limited Common Elements without the prior written consent of the Board, unless permitted by any Rules and Regulations.

(m) Each Unit Owner shall be responsible for the maintenance and cleaning of the interior surfaces of all windows and skylights, and the front door and back door, if any, of his Unit, and any locks, hinges, or other hardware pertaining to them. Each Unit Owner shall be solely responsible for repair or replacement of any broken glass or damaged screens in any windows and skylights, and the front door and back door, if any, of his Unit.

(n) No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any Unit, nor shall anything be done therein either willfully or negligently which may either be or become an annoyance or nuisance to the other residents in the Condominium. No activity, use or practice shall be permitted on the Property which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by the residents.

(o) No animal of any kind shall be raised, bred, or kept in any Unit or anywhere else within the Condominium, except as permitted by the Rules and Regulations of the Condominium Association.

(p) Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of any Building or which will structurally change any Building. No Unit Owner (other than Sponsor) may make any interior structural additions, alterations or improvements either in or to his Unit or in or to the Common Elements, or impair any easement without the prior written consent of the Board. Unit Owner(s) shall not have the right to paint or otherwise decorate the exterior of any Building without the consent of the Board.

(q) No exterior loudspeakers other than those contained in portable radios or television sets shall be permitted on the Property.

(r) No Unit Owner or occupant shall burn, chop or cut anything on, over or above the Property.

(s) No immoral, improper, offensive or unlawful activity shall be permitted within any Unit or upon the Property, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed.

(t) No vehicles of a size larger than a panel truck and no mobile home, recreational vehicle, boat, boat trailer or the like shall be parked on any part of the Property, and no inoperable vehicle may be parked overnight. No commercial vehicles may be parked on the Property overnight, except that a commercial vehicle no larger than a van which fits into a single parking stall and which is used by a Unit Owner in commuting to and from his place of employment may be parked on the Property overnight. Those vehicles temporarily on the Property for the purpose of servicing the Property itself or one of the Units shall be permitted. This restriction shall not apply to Sponsor, its employees, agents, contractors and servants.

(u) No Unit Owner shall cause or permit any clothes, sheets, blankets, or laundry of any kind, or plants or planters or any other articles to be hung or displayed on the outside of windows or placed on the outside window sills, walls, patios or balconies of any Building, parking areas or other Common Element; and no signs, awnings, grills, patio or balcony enclosure, fence, canopies, shutters, or radio or television antenna or aerial shall be erected or installed in or upon the Common Elements or any part thereof without the prior consent of the Board.

(v) No water beds shall be permitted in any Unit.

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(w) No Unit Owner shall place or store any item in any "attic" space or other space above the gypsum board or other material constituting the ceiling of his Unit. No Unit Owner shall enter, or permit any other person to enter, such "attic" or other space, or the roof of any Building.

(x) Each Unit Owner, other than Sponsor, shall cover at least eighty (80%) percent of the floor area of his Unit with carpet. For purposes of this restriction, the floor area of any Unit shall not include that of the kitchen or bathroom.

(y) No Unit Owner shall park, or allow a family member, guest or invitee to park, more than two (2) vehicles in the parking area or the driveway on the Property at any time. Unit Owners shall comply with any Rules and Regulations governing the use of the parking area and the driveway.

11.02 Enforcement of Restrictions. The Board shall have the power to make such rules and regulations as may be necessary to carry out the intent of any use restriction contained in Article 3.07 of the Declaration that affect the Condominium. It shall also have the right to bring lawsuits to enforce the rules and regulations so promulgated. The Board shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstances, exceed twenty-five dollars ($25.00). Each day that a violation continues after receipt of notice by the Unit Owner may be considered a separate violation. Any fine so levied shall be considered a Common Charge to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Charges, including, but not limited to, the filing of a Notice of Lien.

In the event that the Board does not enforce the aforementioned restrictions as same related to the Condominium, the Board shall be permitted to enforce the restrictions in accordance with Section 3.07(q) of the Declaration.

12. OBLIGATIONS OF SPONSOR

Until the conveyance of title to the first Unit, Sponsor shall be solely responsible for all Common Expenses. Following the first conveyance, the Owners of Units to whom title is conveyed shall be responsible for their proportionate share of all Common Expenses, and Sponsor shall be responsible for payment of all Common Expenses assessed against Units which have not been conveyed and for which an initial Certificate of Occupancy has been issued by the Borough of New Providence.

13. NO PARTITION

Subject to the provisions of this Master Deed, the Certificate of Incorporation, the By-Laws and the New Jersey Condominium Act, the Common Elements shall remain undivided, and no Unit Owner(s) shall bring any action for partition or division thereof. In addition, the undivided percentage interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

14. MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION

Upon acceptance of a Deed to a Unit, each Unit Owner shall automatically become a member of the Condominium Association and the Homeowners Association and shall be a member for so long as he shall hold legal title to his Unit subject to all provisions of this Master Deed, the New Jersey Condominium Act, the Certificate of Incorporation, the By-Laws, any Rules and Regulations which may now or hereafter be established for or by the Condominium Association, the Declaration and the by-laws of the Homeowners Association. Sponsor shall be a member of the Condominium Association with respect to all Units owned by it.

15. COMPLIANCE BY OWNERS

Each Owner or occupant of a Unit shall comply with, and shall assume ownership or occupancy subject to the laws, rules and regulations of governmental authorities having jurisdiction over the Condominium, the provisions of this Master Deed, the Declaration, the Certificate of Incorporation and By-Laws for the Condominium Association and the Homeowners Association, or any other rules and regulations, documents, amendments or supplements to the foregoing

as described in Section 10 hereof. Failure to comply with any of the foregoing shall be grounds for commencement of an action for the recovery of damages, or for injunctive relief, or both, by Sponsor, the Condominium Association, or the Homeowners Association or any Unit Owner, in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any of the aforesaid, and against any Unit Owner to enforce any lien created by this Master Deed or any covenant contained herein. Failure by Sponsor, the Condominium Association, or the Homeowners Association, or any Unit Owner to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

16. DAMAGE OR DESTRUCTION TO THE PROPERTY

If any Building, improvement or Common Element or any part thereof is damaged or destroyed by fire or casualty, the repair, restoration or ultimate disposition of any insurance proceeds shall be in accordance with the following:

a. If the insurance proceeds derived from such loss amount to twenty-five thousand dollars ($25,000.00) or less, then the Board shall contract with any licensed contractor or contractors to rebuild or repair such damage or destroyed portions of the Property in conformance with the original plans and specifications, or if adherence to such original plans and specifications is impracticable in the Board's opinion, then in conformance with revised plans and specifications provided such repairs or rebuilding shall be of a quality and kind substantially equivalent to the original construction. The Board shall accept bids only in specific amounts and shall not enter into any cost-plus or other sliding scale arrangement for compensation to the contractor.

b. If the insurance proceeds derived from such loss exceed twenty-five thousand dollars ($25,000.00), all such insurance proceeds shall be paid directly to an Insurance Trustee as may be designated by the Board, as trustee for all Permitted Mortgage Holders holding first mortgages on the Property, and all Unit Owners as their interests may then appear. Disbursement of such funds shall be made only upon the signatures of a majority of the members of the Board.

(1) Upon notification of the receipt of insurance proceeds by the Insurance Trustee, the Board shall enter into a contract for a specific dollar amount with a licensed contractor or contractors for the repair or rebuilding of all of the damaged or destroyed portions of the property, as

nearly as practicable to the original plans and specifications thereof and in accordance with all applicable building codes.

(2) The Board shall enter into said contract with a licensed contractor or contractors which shall have provisions for periodic disbursements of funds by the trustee. Disbursements to the contractor shall be made subject to the prior presentation of an architect's certificate containing such provisions as may be appropriate in the circumstances and deemed suitable by the Board.

(3) The Board shall employ a licensed architect to supervise the repair and rebuilding to insure that such work, services and supplies are of proper quality and that construction is completed in a workmanlike manner and according to plans and specifications.

c. If the damage is only to those parts of a Unit for which the responsibility for maintenance and repair is that of the Owner, then that Owner shall be responsible for reconstruction and repair, but the proceeds of any insurance that may have been obtained by the Condominium Association shall be made available for such purpose. Subject to the provisions of this Master Deed, in all other instances the responsibility of reconstruction and repair after casualty shall be that of the Condominium Association.

d. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if at anytime during construction and repair, or upon completion of reconstruction and repair, the funds for payment of the costs thereof are insufficient, assessments shall be made against all Owners whose Units were damaged or destroyed, in sufficient amounts to provide funds for the payment of such costs. Anything to the contrary in this Master Deed or By-Laws notwithstanding, such assessments shall be in proportion to the Unit Owner's percentage interest in the Common Elements. The foregoing provisions of this subparagraph are applicable to the repairs and reconstruction to be undertaken by the Condominium Association and do not cover damages to those portions of the unit for which the responsibility of maintenance and repair is that of the Unit Owner for which the costs and expenses must be borne by each Owner: provided, however, any portion of the Insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an individual Unit Owner shall be paid to said Unit Owner, or if there is a mortgage endorsement as to such Unit, then to the Unit Owner and mortgagee, jointly.

e. If that amount of available insurance proceeds should exceed the cost of any such reconstruction or repair, the excess shall be retained by the Condominium Association and applied by it to reduce the Common Expenses.

f. In the event the Condominium Association determines not to repair or restore the damaged property in accordance with N.J.S.A. 46:8B-24, any insurance proceeds payable to a Unit Owner as a result of damage or destruction to his Unit and/or interest in the Common Elements are hereby assigned and shall be paid to any appropriate Permitted Mortgage Holder(s), as their interests may appear, for application to the appropriate mortgage indebtedness, and the excess, if any, shall be paid to the appropriate Unit Owners, all in accordance with N.J.S.A. 46:8B-24.

17. EMINENT DOMAIN

17.01 General. If any Building, improvement or Common Element or any part thereof shall be taken, injured or destroyed by eminent domain, each Unit Owner affected shall be entitled to notice of such taking and to participate through the Condominium Association in the proceeding incident thereto. Any awards made in connection with such proceedings shall be collected by the Condominium Association and applied or distributed by it in accordance with the following. The Borough of New Providence shall be entitled to receive notice of such proceedings from the Condominium Association and to participate in such proceedings to right to receive surplus proceeds as specified in Section 17.05 below.

17.02 Total Taking. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Master Deed, the provisions of this Section 17.02 will control. Upon acquisition by the condemning authority, unless the decree provides otherwise, each affected Unit's entire percentage interest and its Common Expense liability shall be automatically reallocated to the remaining Units in proportion to their respective percentage interests and the liabilities of such remaining units before the taking, and the Condominium Association shall promptly prepare, execute, and record an amendment to the Master Deed reflecting the reallocations. Any remnant of a unit remaining after a part of a unit is taken under this subsection shall thereafter be a Common Element. This Section shall only apply in the event of a total taking of the affected Unit.

17.03 Partial Taking. If part of a Unit is acquired by eminent domain, other than under the circumstances contemplated by Sec-

tion 17.02, this Section 17.03 will control. Upon acquisition by the condemning authority, (1) each affected percentage interest, and its Common Expense liability shall be reduced in proportion to the reduction in square footage of each such Unit, and (2) the portion of its percentage interest, and Common Expense liability divested from the partially acquired unit shall be automatically reallocated to each such Unit and the remaining Units in proportion to their respective percentage interests and the liabilities of such remaining Units before the taking, with the partially acquired Unit(s) participating in the reallocation on the basis of their reduced percentage interest and liabilities. This section shall only apply in the event of a partial taking of the affected Unit.

17.04 Taking of Common Elements. If a part of the Common Elements is acquired by eminent domain, the award must be paid to the Condominium Association. The Condominium Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the affected Unit Owners in proportion to their respective percentage interest in the Common Elements before the taking, but the portion of the award attributable to the acquisition of any Limited Common Element must be equally divided among the Owners of the units to which that Limited Common Element was allocated at the time of acquisition based upon the relative proportionate entitlement of those Unit Owners to the acquired Limited Common Elements.

17.05 Limitation on Distribution After Taking. In no event shall the aggregate amount distributed to the affected Unit Owner(s) exceed the total amount of any award paid with respect to any taking by eminent domain. This provision shall be deemed to be supplemental to and not in derogation of the provisions of N.J.S.A. 46:8B-25.

17.06 Limitation on Distribution During Term of Affordable Housing Plan. In no event shall the amount of any award distributed to any affected Unit Owner(s) exceed the maximum Resale Price for such Unit as provided in the Affordable Housing Plan. Any proceeds otherwise payable with respect to such Unit in excess of its maximum Resale Price shall be paid to the Borough of New Providence to be held and applied as provided in Section 12(i) of the Affordable Housing Plan; provided, however, that this limitation shall apply only during the term of the restrictions contained in the Affordable Housing Plan, as referenced in Section 18.04 of this Master Deed.

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18. AFFORDABLE HOUSING UNITS

18.01 Purpose. The Condominium is comprised of thirteen (13) Units which are subject to the Affordable Housing Plan of The Murray Hill Farm Condominium, attached hereto as Exhibit "G" (hereinafter the "Affordable Housing Plan"). The Affordable Housing Plan reflects requirements of (i) the rules and regulations of the Council on Affordable Housing adopted pursuant to the authority of the Fair Housing Act, (ii) the Borough of New Providence Affordable Housing Ordinance, and (iii) certain development approvals applicable to the Condominium. Therefore, all Units will be subject to the restrictions set forth in the Affordable Housing Plan.

18.02 Conveyance in Compliance with Plan. Owners of Units shall not convey title or, by lease or otherwise, deliver possession of the Units other than in accordance with the procedure and restrictions set forth in the Affordable Housing Plan. Owners of Units shall be required to execute deed restrictions and a mortgage lien to secure the performance of their obligations under and their compliance with the requirements of the Affordable Housing Plan.

18.03 Condominium Association's Responsibility for Resale Restrictions. The Condominium Association shall have no responsibility whatsoever for implementing, enforcing or supervising the Affordable Housing Plan.

18.04 Term of Restrictions. The provisions of the Master Deed referring to and incorporating the Plan shall automatically expire and terminate at the earliest of the following: (i) thirty (30) years from the date of commencement of the Affordable Housing Plan; or (ii) as to any individual Unit, the date upon which the right of redemption expires with respect to the foreclosure of a mortgage lien upon the Unit by the holder of such mortgage.

19. INSURANCE

The Board shall obtain and continue in effect blanket property insurance on the Common Elements in an amount equaling replacement value, and in form satisfactory to any institutional lender holding first mortgages on a majority of the Units, but without prejudice to the right of the Owner of any Unit to obtain individual Unit insurance at his own cost. In addition, the Board shall obtain and continue such other amounts of insurance as may be required by the provisions of the By-Laws. Premiums for all such insurance cover-

age except for individual Unit coverage shall be a Common Expense to be included in the monthly assessment for Common Expenses.

20. AMENDMENT OF MASTER DEED

This Master Deed may be amended at any time after the date hereof by a vote of at least two-thirds (2/3) of the total votes of all Members of the Condominium Association at any meeting of the Condominium Association duly held in accordance with the provisions of the By-Laws; provided, however, that (i) any amendment so requiring it under the provisions of Section 26, shall also have the prior written approval of each Eligible Mortgage Holder and (ii) any amendment affecting the Affordable Housing Plan shall not be effective unless and until the same has been approved by the Borough Council, as evidenced by a resolution adopted by its governing body. No amendment shall be effective until recorded in the Office of the Register of Union County, New Jersey. This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to Sponsor pursuant to Section 10 hereof. In the alternative, an amendment may be made by an agreement, signed and acknowledged by all of the Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Office of the Register of Union County, New Jersey.

Sponsor shall not be permitted to cast any votes held by it for unsold Units for the purpose of amending the Master Deed, By-Laws or any other document, or for the purpose of changing the permitted use of a Unit, or for the purpose of reducing the Common Elements or facilities.

21. ENFORCEMENT

Enforcement of this Master Deed shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction against any person or persons, firm or corporation violating or attempting to violate any covenant herein contained; either to restrain or enjoin such violation or threatened violation, or to recover damages; and against any Owner to enforce any lien created by this Master Deed in any covenant herein contained. Failure by the Condominium Association or Homeowners Association or any Member thereof to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

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In the event that the Condominium is not maintained in reasonable order and condition, the Borough of New Providence shall have the right to enter upon and maintain the Condominium in accordance with the provisions of N.J.S.A. 40:55D-43(b) and the cost of same shall be assessed, enforced and collected in accordance with the provisions of N.J.S.A. 40:55D-43(c). The cost of such maintenance by the municipality shall be assessed pro rata against the Owners of each Unit affected thereby, shall become a lien and tax on each such Unit, and shall be enforceable by the Borough of New Providence in the manner provided by law with respect to real estate taxes assessed directly against each such Unit.

Notwithstanding any limitations as to the applicability of N.J.S.A. 40:55D-43(b) and (c) aforesaid to the maintenance of "Open Space," the provisions of this paragraph shall be claimed to apply to all maintenance obligations as set forth in this Master Deed.

22. WAIVER

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

23. GENDER

The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

24. RATIFICATION, CONFIRMATION AND APPROVAL OF AGREEMENTS

The fact that some or all of the officers, trustees, members or employees of the Condominium Association and Sponsor may be identical, and the fact that Sponsor or its nominees have heretofore or may hereafter enter into agreements with the Condominium Association or with third parties, will not invalidate any such agreements, and the Condominium Association and its members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchase of a Unit, and the acceptance of the deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives, successors and assigns, of the pro-

priety and legality of said agreements or said agreement, or any other agreements authorized and permitted by the New Jersey Condominium Act, this Master Deed, the Declaration, the Certificate of Incorporation and the By-Laws for the Condominium Association and the Homeowners Association.

25. RIGHTS RESERVED TO SPONSOR

Anything to the contrary herein or in the Certificate of Incorporation or By-Laws notwithstanding, Sponsor hereby reserves for itself, its successors and assigns, for so long as it owns one or more Units in the Condominium, the right to sell, lease, mortgage or sublease any unsold Units within the Condominium, subject to the restrictions set forth in the Affordable Housing Plan.

26. ELIGIBLE MORTGAGE HOLDERS' RIGHTS

26.01 Definition. "Eligible Mortgage Holder" shall mean and refer to any First Mortgage Holder which has requested in writing that the Condominium Association provide notice of any of the proposed actions described in Section 26.02.

26.02 Notice to Eligible Mortgage Holder. Each Eligible Mortgage Holder shall be entitled to timely written notice of the following:

(1) Any proposed amendment to the Certificate of Incorporation, the By-Laws or this Master Deed.

(2) Any condemnation or casualty loss that affects either a material portion of the Common Elements or the Unit securing the Eligible Mortgage Holder's mortgage.

(3) Any sixty (60) day delinquency in the payment of Common Expense assessment installments or other assessments or charges owed to the Condominium Association by the Unit Owner of the Unit upon which the Eligible Mortgage Holder holds a First Mortgage.

(4) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Association.

(5) Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

26.03 Prior Written Approval of 51% of Eligible Mortgage Holders. Notwithstanding any provision to the contrary contained in the Certificate of Incorporation, the By-Laws or this Declaration, the prior written approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders is required for any material amendment to the Certificate of Incorporation, the By-Laws and this Master Deed, including, but not limited to, any amendment which would:

(1) change voting rights;

(2) reduce reserves for maintenance, repair and replacement of Common Elements;

(3) alter the responsibility for maintenance and repairs;

(4) alter assessment allocations, assessment liens or subordination of assessment liens;

(5) result in a reallocation of interests in the General Common Elements or rights to their use;

(6) alter the boundaries of any Unit;

(7) convertibility of Units into Common Elements or vice versa;

(8) result in an expansion or contraction of the Condominium, or the addition, annexation or withdrawal of land to or from the Condominium;

(9) alter the obligation of the Condominium Association to maintain insurance of fidelity bonds;

(10) alter the restrictions on the leasing of Units;

(11) alter the restrictions upon a Unit Owner's right to sell or transfer his Unit;

(12) alter any obligation of the Condominium Association to restore or repair the development (after damage, destruction or

condemnation) in a manner other than that specified in this Master Deed or the By-Laws;

(13) result in any action to terminate the legal status of the Condominium after substantial damage or condemnation occurs; or

(14) alter any provisions that expressly benefit Eligible Mortgage Holders.

26.04 Notice of Non-Material Changes to Constituent Documents. Each Eligible Mortgage Holder shall receive thirty (30) days advance notice, to be sent certified mail, return receipt requested, of any proposed non-material amendment to this Master Deed, the By-Laws or the Certificate of Incorporation permitted by same, which notice shall include a copy of the proposed change. Any Eligible Mortgage Holder being served with such notice shall be deemed to have implicitly approved such change as proposed unless it states in a written response to the Condominium Association its objections or comments relative to such proposed change.

26.05 Additional Provisions for the Benefit of Eligible Mortgage Holders.

(1) Any lien the Condominium Association may have on a Unit for the payment of Common Expense assessments attributable to each Unit is subordinate to the lien or equivalent security interest of any First Mortgage on the Unit recorded prior to the date any such Common Expense assessment became due.

(2) The Condominium Association shall maintain current copies of the Master Deed, Certificate of Incorporation, By-Laws and Rules and Regulations of the Condominium Association, and any respective amendments thereto, as well as its own books, records and financial statement available for inspection by Unit Owners and Eligible Mortgage Holders. Any Eligible Mortgage Holder shall upon written request, (i) be permitted to inspect the books and records of the Condominium Association during normal business hours; (ii) receive an annual audited financial statement of the Condominium Association within one hundred twenty (120) days following the end of any fiscal year

of the Condominium Association; and (iii) receive written notice of all meetings of the Condominium Association and be permitted to designate a representative to attend all such meetings.

(3) Any Eligible Mortgage Holder who holds a First Mortgage lien on a Unit who obtains title to such Unit as a result of foreclosure of the First Mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns, is not liable for the share of Common Expenses or other assessments by the Condominium Association pertaining to such Unit or chargeable to the former Unit Owner which became due subsequent to recordation of the First Mortgage and prior to acquisition of title. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners including such acquirer, his successors and assigns.

(4) Any management agreement for the Property, except the initial management agreement, will be terminable by the Condominium Association with or without cause upon thirty (30) days prior written notice thereof, and the term of any such agreement shall not exceed one year.

(5) Any lien the Condominium Association may have on any Unit for the payment of Common Expense assessments attributable to such Unit is subordinate to the lien or equivalent security interest of any First Mortgage on the Unit recorded prior to the date any such Common Expense assessment became due.

(6) Nothing contained in this Section 26 shall be deemed to limit or preclude an Eligible Mortgage Holder from exercising any right established elsewhere in this Master Deed in favor of Mortgage Holders who are not Eligible Mortgage Holders.

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27. DURATION

The provisions of this Master Deed shall be perpetual in duration, and shall run with and bind all of the land included in the Condominium and shall inure to the benefit of and be enforceable by the Condominium Association and the Unit Owners, their respective successors, assigns, heirs, executors, administrators, and personal representatives, except that the covenants and restrictions set forth in Section 11 shall have an initial term of forty (40) years from the date this Master Deed is recorded in the office of the Union County Register, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless at least two-thirds (2/3) of the Unit Owners at the time of expiration of the initial period, or of any extension period, shall sign an instrument, or instruments (which may be in counterparts), in which they shall agree to change said covenants and restrictions in whole or in part; but no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Owner at least ninety (90) days in advance of the action taken in authorizing said agreement; and, in any event, any changes concerning any such agreement shall not become effective and binding until three (3) years after the recording of the aforesaid fully executed instrument or instruments containing such agreement, and provided further, that in no event may the Common Elements be conveyed to any third person, firm or corporation, without the express consent, by ordinance, of the governing body of the Borough of New Providence.

28. RULE AGAINST PERPETUITIES

If any provision of this Master Deed, or the By-Laws shall be interpreted to constitute a violation of the rule against perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Robert F. Kennedy, deceased, former Senator of the State of New York, plus twenty-one (21) years thereafter.

29. SPONSOR SPECIAL RIGHTS

29.01 Effectiveness of Transfer of Sponsor Special Rights. No special rights created or reserved to Sponsor under this Master Deed ("Sponsor Special Rights") may be transferred except by an instrument evidencing the transfer recorded in the Office of the Register of Union County, New Jersey. The instrument shall not be effective unless executed by the transferee.

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29.02 Liability of Transferor. Upon transfer of any such Sponsor Special Right, the liability of the transferor is as follows:

(a) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon him. Lack of privity does not deprive any Unit Owner of standing to bring an action to enforce any obligation of the transferor.

(b) If a transferor retains any such Sponsor Special Right, or if a successor to any such Sponsor Special Right is an affiliate of Sponsor, the transferor is subject to liability for all obligations and liabilities imposed on a Sponsor by the Master Deed, arising after the transfer, and is jointly and severally liable with the successor for the liabilities and obligations of the successor which relate to the Condominium.

(c) A transferor who retains no such Sponsor Special Rights has no liability for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of any such Sponsor Special Right by a successor Sponsor who is not an affiliate of the transferor.

29.03 Transfer of Right After Foreclosure, Sale by Trustee or Bankruptcy. Unless otherwise provided in a mortgage instrument or deed of trust, in case of foreclosure of a mortgage, sale by a trustee under deed of trust, or sale under the Bankruptcy Act or receivership proceedings, of any Units owned by Sponsor in the Condominium, a person acquiring title to all of the Units being foreclosed or sold, but only upon his request, succeeds to all such Sponsor Special Rights, or only to any such Sponsor Special Rights to maintain models, sales offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Sponsor Special Rights requested.

Upon foreclosure, sale by a trustee under a deed of trust, or sale under Bankruptcy Act or receivership proceedings, of all Units in the Condominium owned by Sponsor;

(i) Sponsor ceases to have any such Sponsor Special Rights, and

(ii) The period of Sponsor control terminates unless the judgment or instrument conveying title provides for trans-

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fer of all such Sponsor Special Rights to a successor to Sponsor.

29.04 Liabilities of Successors to Sponsor Rights. The liabilities and obligations of persons who succeed to all Sponsor Special Rights are as follows:

(a) A successor to all such Sponsor Special Rights who is an affiliate of Sponsor is subject to all obligations and liabilities imposed on any Sponsor by law or by the Master Deed.

(b) A successor to all such Sponsor Special Rights, other than a successor described in subparagraphs (c) or (d) hereof who is not an affiliate of Sponsor, is subject to all obligations and liabilities imposed upon Sponsor by law or the Master Deed, but he is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous Sponsor or made before the Condominium was created, or for a breach of fiduciary obligation by any previous Sponsor.

(c) A successor to only a Sponsor Special Right to maintain models, sales offices and signs, if he is not an affiliate of Sponsor, may not exercise any other Special Sponsor Right, but is not subject to any liability or obligation as a Sponsor.

(d) A successor to all Sponsor Special Rights who is not an affiliate of Sponsor and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under subparagraph (c) aforesaid, may declare his intention in a recorded instrument to hold those rights solely for transfer to another party. Thereafter, until transferring all such Sponsor Special Rights to any person acquiring title to any Unit owned by the successor, or until recording an instrument permitting exercise of all those rights that successor may not exercise any of those rights other than right to control the Board for the duration of any period of Sponsor control, and any attempted exercise of those rights is void. So long as a successor Sponsor may not exercise special rights under this subparagraph he is not subject to any liability or obligation as a Sponsor other than liability for the successor's acts and omissions under the Master Deed.

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29.05 Limitations of Successor's Liability. Nothing in this paragraph subjects any successor to a Sponsor Special Right to any claims against or other obligations of a transferor other than claims and obligations arising under the Master Deed.

30. INVALIDITY

The invalidity of any provision of this Master Deed, the Certificate of Incorporation, or By-Laws of the Condominium Association shall not be deemed to impair or affect in any manner the validity, enforceability or affect the remainder of this Master Deed or said By-Laws, and in such event all of the other provisions of this Master Deed and said By-Laws shall continue in full force as if such invalid provisions had never been included.

31. EXHIBITS

Attached hereto and made a part hereof are the following Exhibits:

Exhibit A - Legal Description of The Murray Hill Farm Condominium

Exhibit B - Site Plan of Condominium

Exhibit C - Floor Plans

Exhibit D - Certificate of Incorporation of MHF Condominium Association, Inc.

Exhibit E - By-Laws of MHF Condominium Association, Inc.

Exhibit F - Percentage of Interest Schedule

Exhibit G - Affordable Housing Plan

IN WITNESS WHEREOF, Sponsor has caused this instrument to be executed the day and year first above written.

(SEAL)

~~ATTEST~~:
WITNESS:

PROVIDENCE DEVELOPMENT GROUP, INC.,
a New Jersey corporation

By: _____
Sydney W. Kitson, President

STATE OF NEW JERSEY)
) SS
COUNTY OF MORRIS)

On this 1st day of February, 1994, before me, the subscriber, personally appeared SYDNEY W. KITSON, who acknowledged himself to be President of Providence Development Group, Inc., a New Jersey corporation, that he as such officer, being authorized to do so by a proper resolution of the Board of Directors, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President of the corporation.

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

GLENN C. GEIGER
ATTORNEY AT LAW OF NEW JERSEY

DB4055-0158

EXHIBIT A

Legal Description of
The Murray Hill Farm Condominium

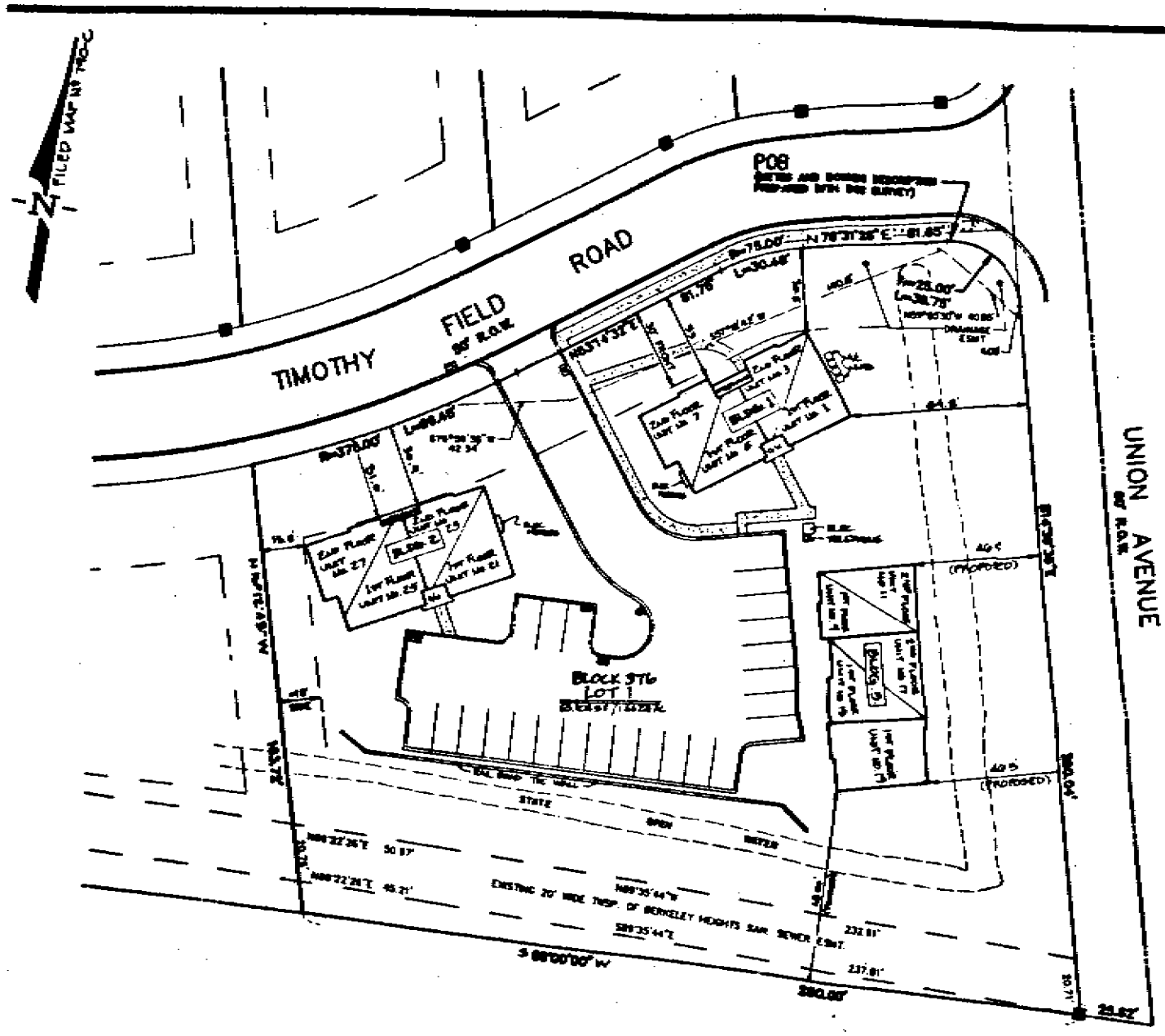
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

BEING KNOWN AND DESIGNATED as Block 376, Lot 1 on a map entitled "Final Map of Murray Hill Farm-Section Three" filed in the Office of the Register of Union County on June 7, 1993 as filed map No. 790-C.

EXHIBIT B

Site Plan of Condominium



NOTE

1. THIS SITE PLAN IS BASED ON "FINAL MAP OF MURRAY HILL FARM - SECTION THREE" FILED IN THE UNION COUNTY CLERK'S OFFICE ON 1/7/93 AS FILED MAP NO 790-C AND FIELD SURVEYS PERFORMED BY JOHNSON ENGINEERS INC., IN MAY, SEPT & NOV OF 1993

DB4055-0162

NO.	DATE	DESCRIPTION	BY

johnson engineering incorporated
engineers, surveyors, landscape
architects & environmental planners
p.o. box 1519
morristown, new jersey 07962
(201) 539-8050

SITE PLAN
OF
BLOCK 376 LOT 1
BOROUGH OF NEW PROVIDENCE
UNION COUNTY NEW JERSEY

JOHN P. MORRISON P.L.S.
PROFESSIONAL LAND SURVEYOR, N.J. No. 34869

Date	Scale	Drawing number
11/16/93	1"=30'	
Drawn by	Checked by	
LAR		
Job number		
16ET-001		

EXHIBIT C

Floor Plans

GARY SNIDER
ARCHITECTS

January 21, 1994

Mr. Sydney Kitson
Senior Vice President
Gale Wentworth Dillon
100 Campus Dr. Suite 300
Florham Park, NJ 07932

Dear Syd:

I have reviewed the floor plans for the condominium units at Murray Hill Farm in Berkley Heights/New Providence, New Jersey. I certify that to the best of my knowledge they are a correct representation of the improvements described.

Sincerely,

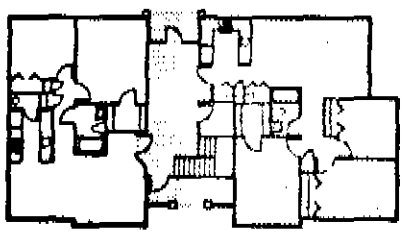
Gary Snider

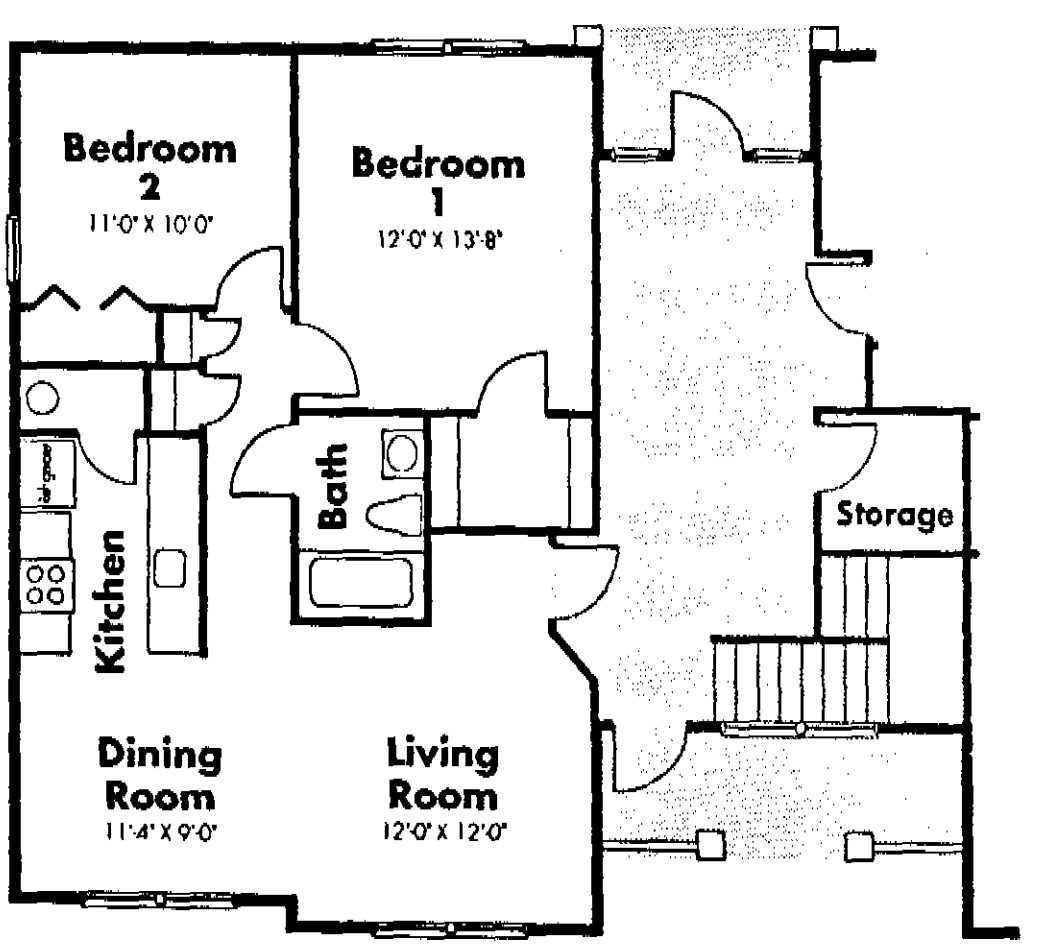
Gary Snider
Gary Snider Architects

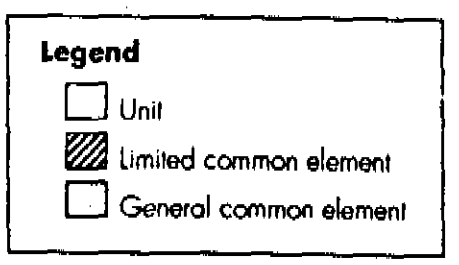
ARCHITECTURE
LAND PLANNING

DB4055-0164

519 MAIN STREET NORWALK, IOWA 50211 515 981 0055
223 DEERPARK ROUTE 112 P.O. BOX 32 NORTH WOODSTOCK, NEW HAMPSHIRE 03262-0032 603 745 4750



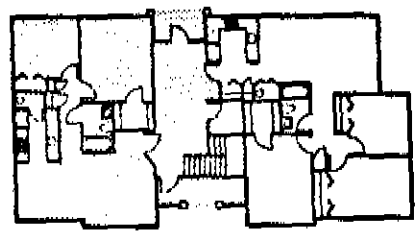


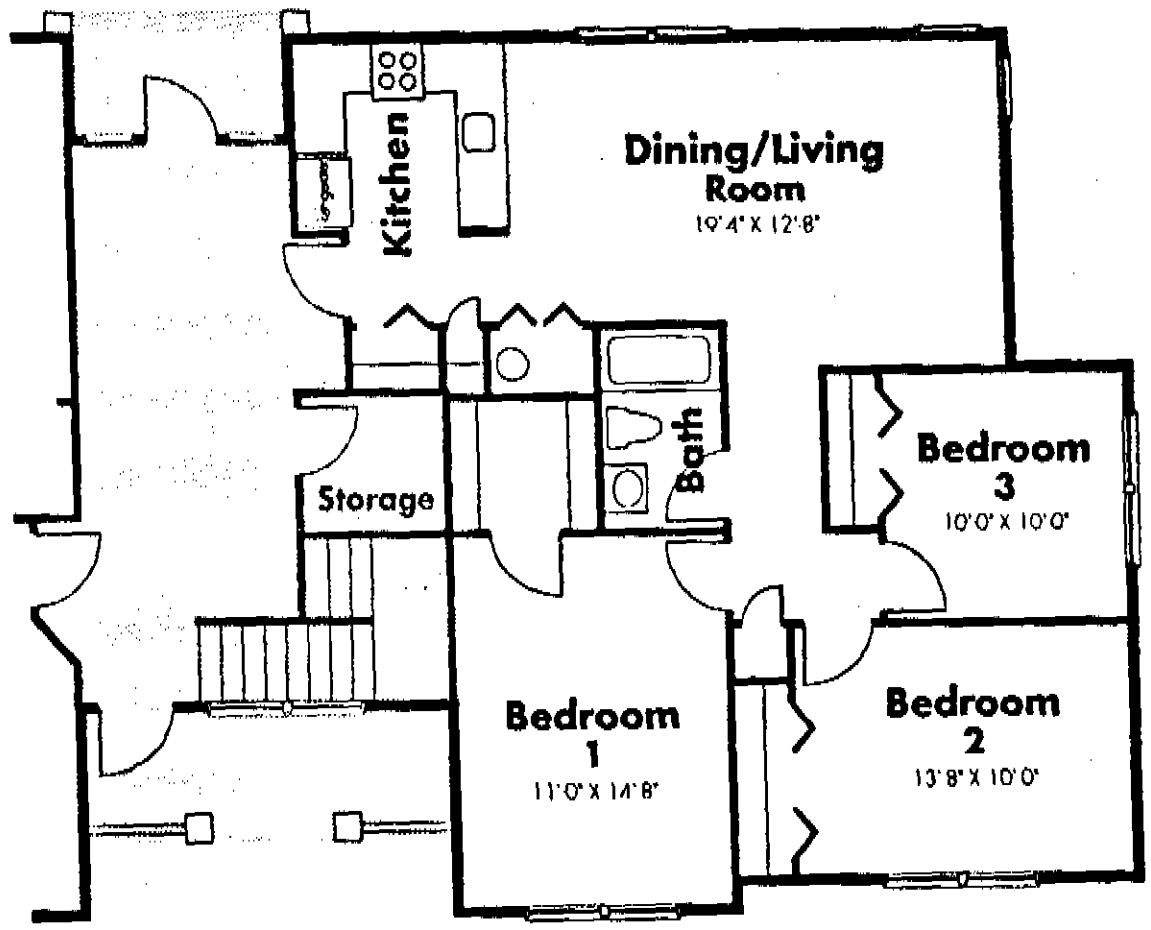


Unit Type A

Murray Hill Farm Condominiums
New Providence, New Jersey DB4055-0165

1/7/94





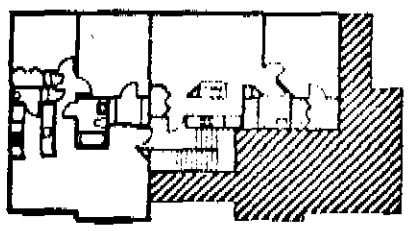
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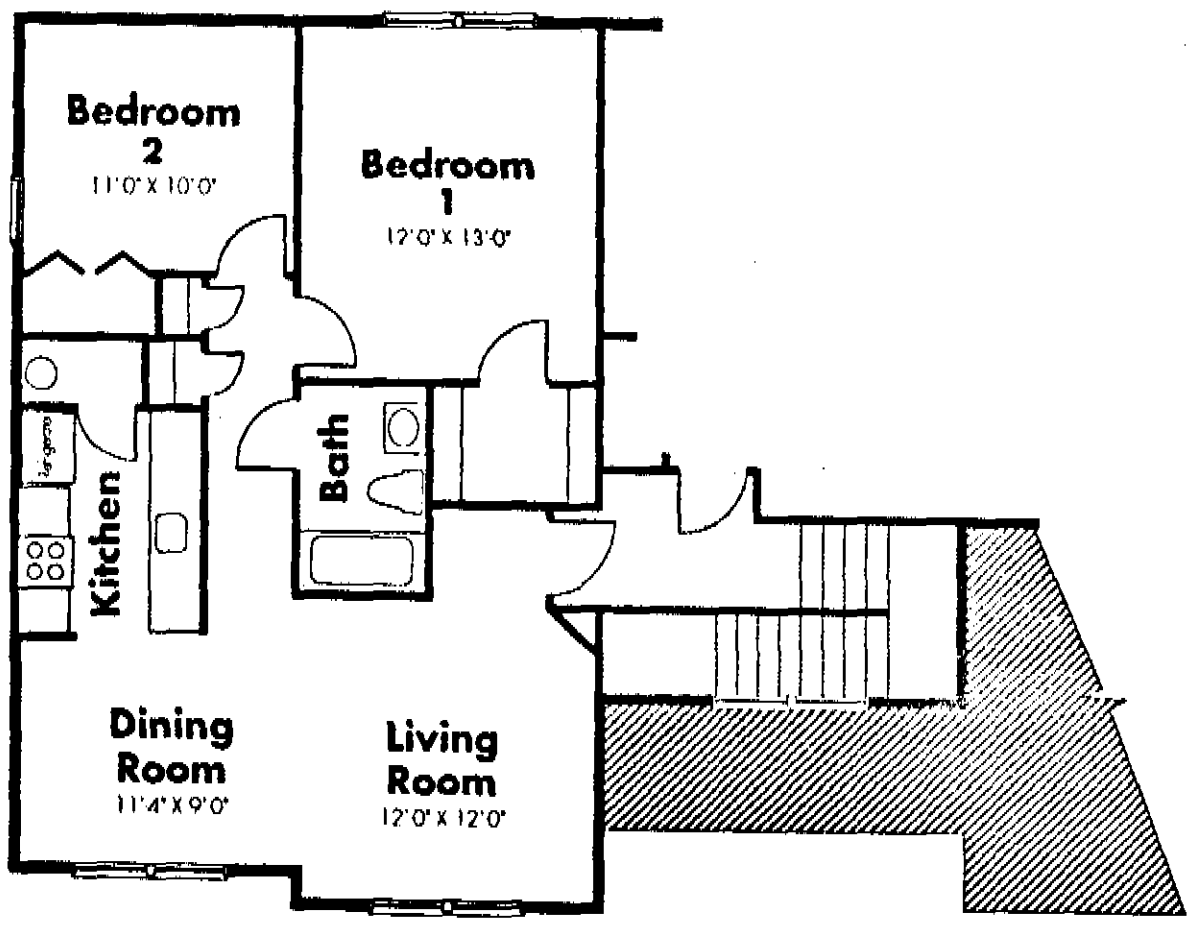
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- Limited common element
- General common element

Unit Type B

Murray Hill Farm Condominiums
New Providence, New Jersey DB4055-0166

1/7/94





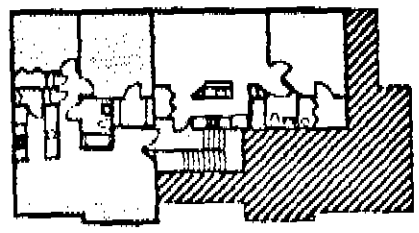
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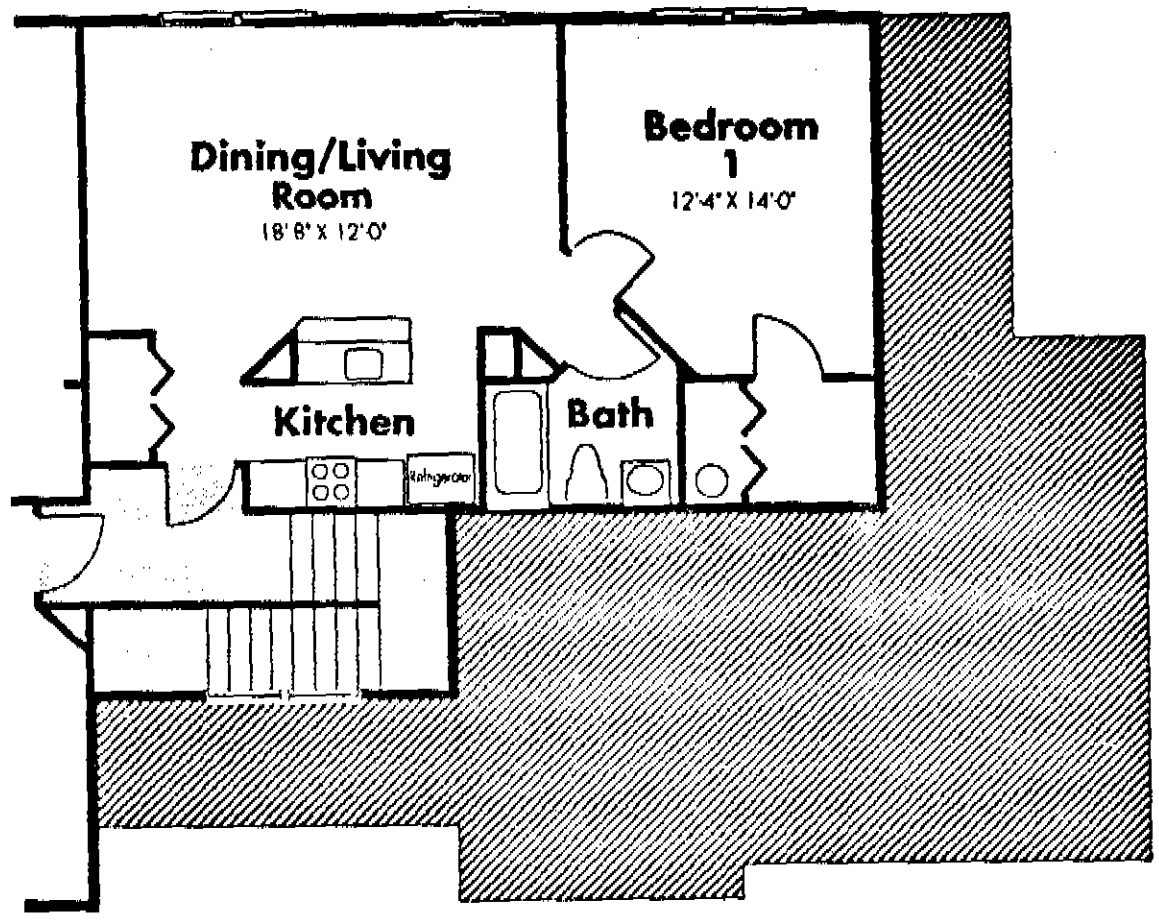
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- Limited common element
- General common element

Unit Type C

Murray Hill Farm Condominiums
New Providence, New Jersey DB4055-0167

1/7/94





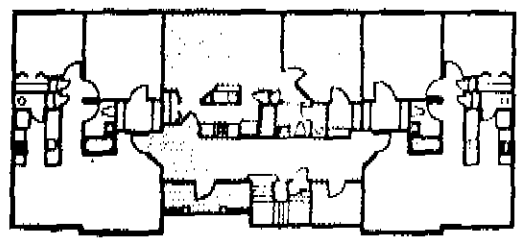
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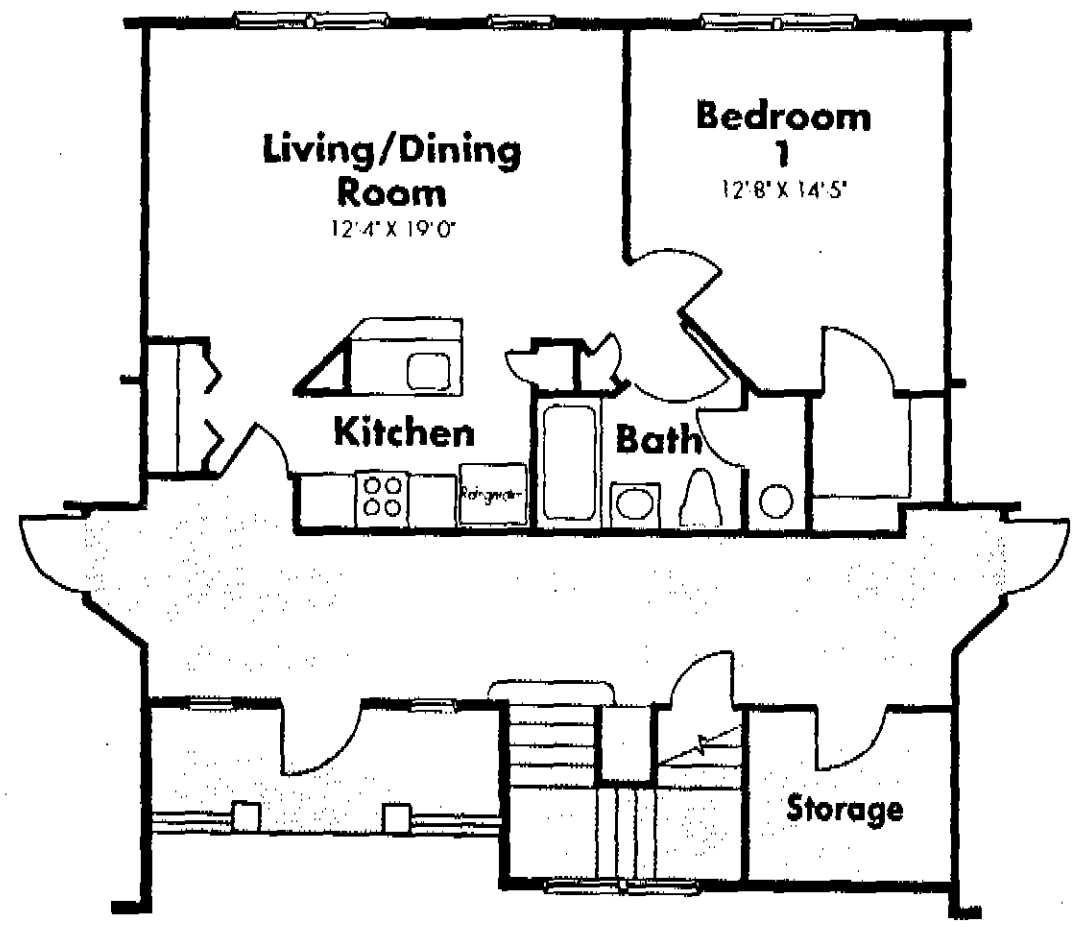
- Unit
- Limited common element
- General common element

Unit Type D

Murray Hill Farm Condominiums
New Providence, New Jersey DB4055-0168

1/7/94





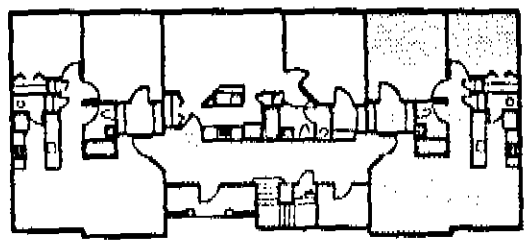
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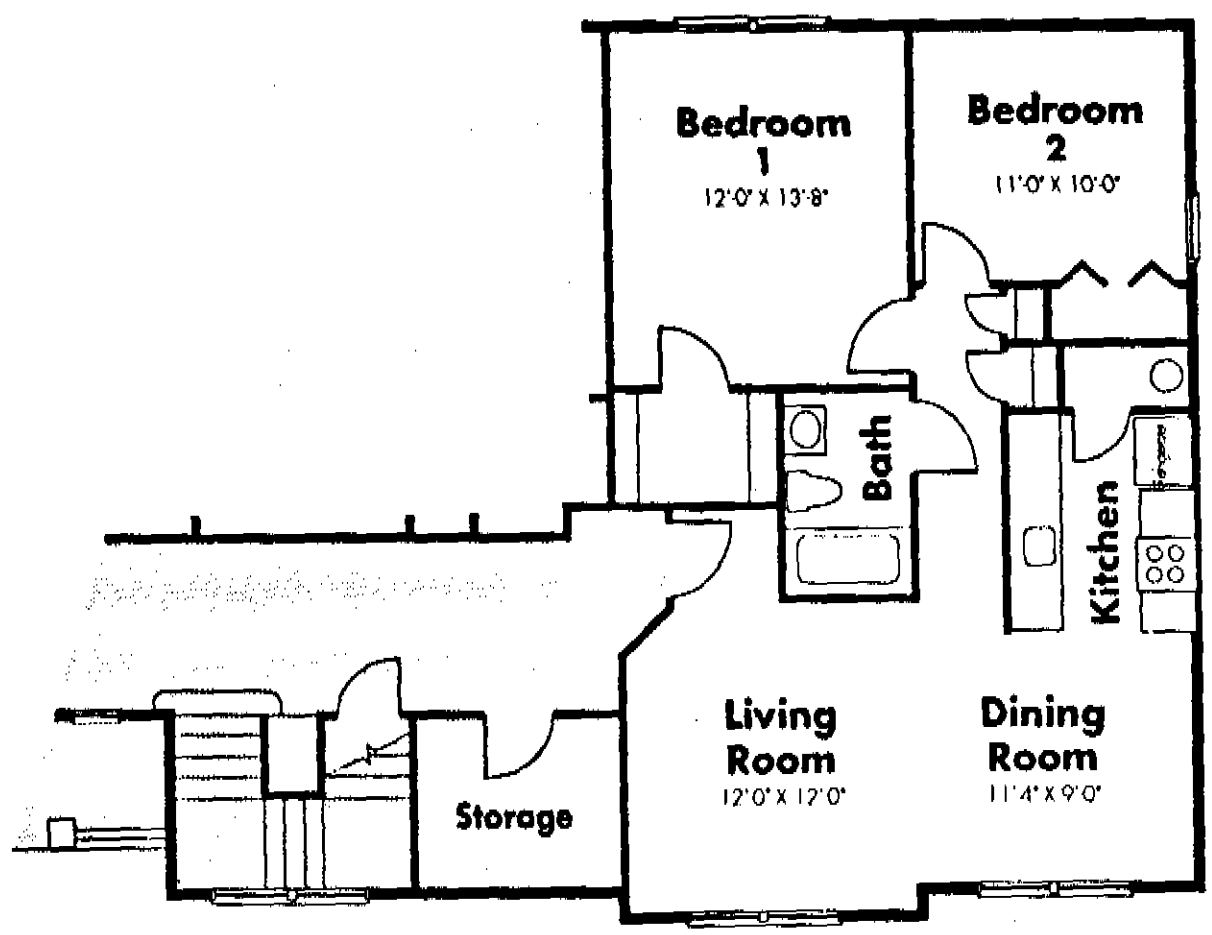
- Unit
- Limited common element
- General common element

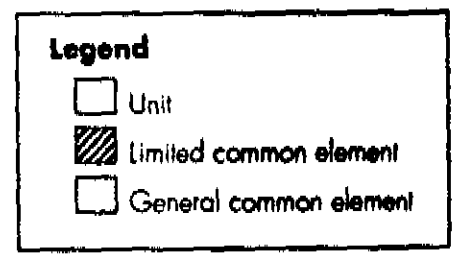
Unit Type E

Murray Hill Farm Condominiums
New Providence, New Jersey DB4055-0169

1/7/94





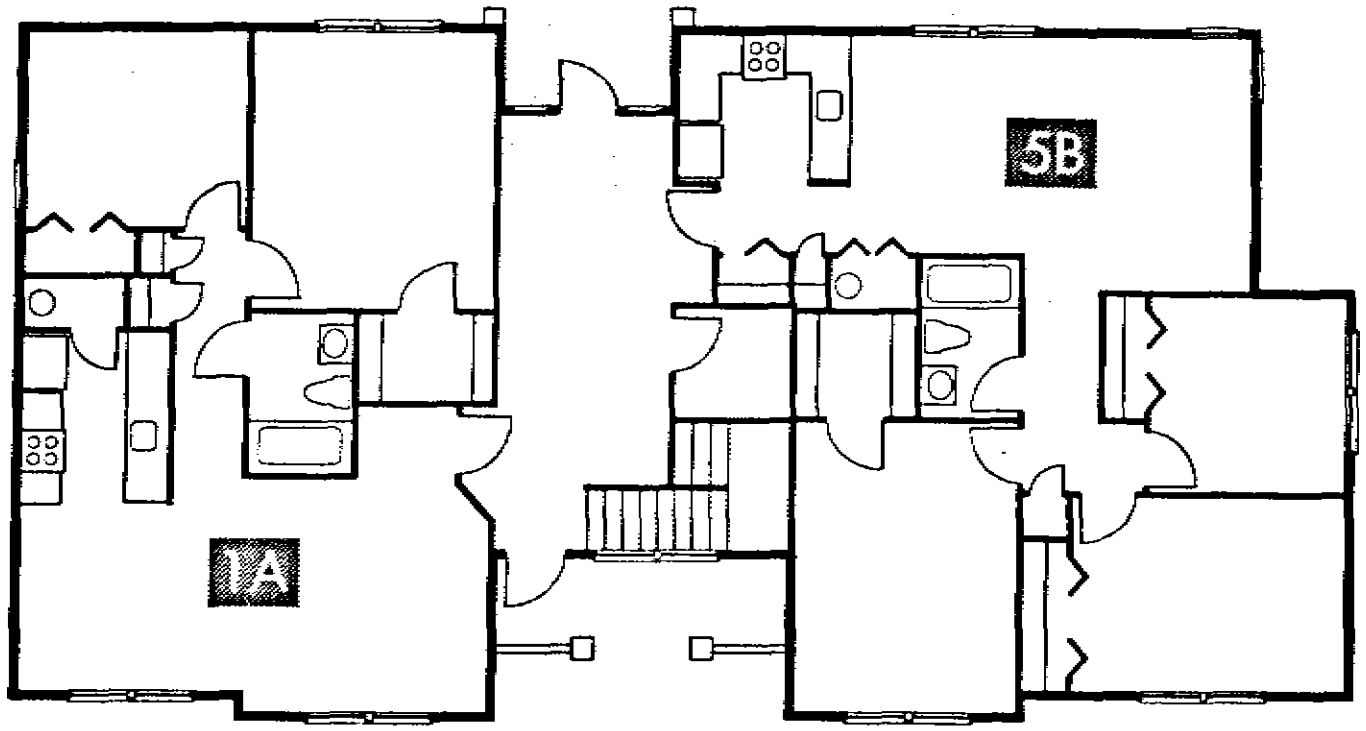


Unit Type F

Murray Hill Farm Condominiums
New Providence, New Jersey DB4055-0170

1/7/94

0840S5-0171



FIRST FLOOR

BUILDING No.1

Building Plan

Murray Hill Farm Condominiums

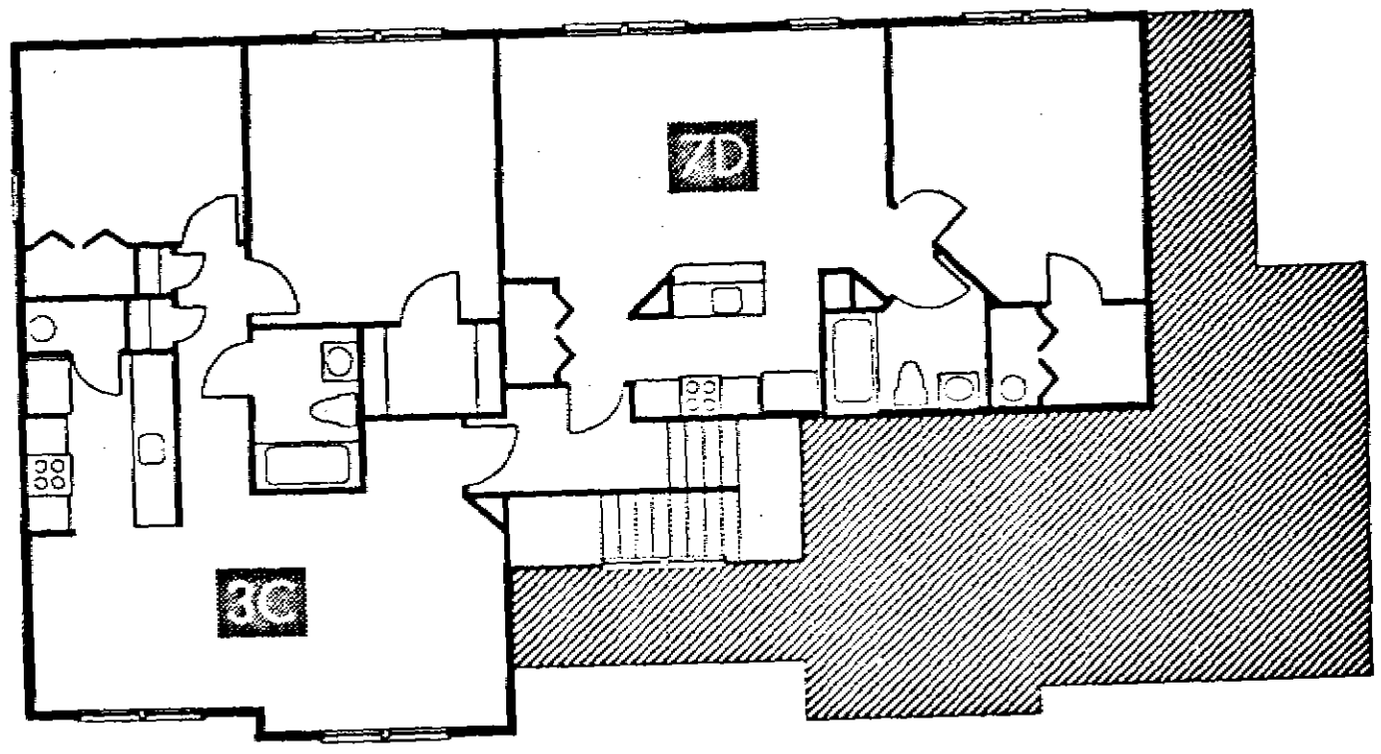
New Providence, New Jersey

Legend

- Unit
- Limited common element
- General common element
- 2A Unit number and type

1/7/94

DB4055-0172



SECOND FLOOR

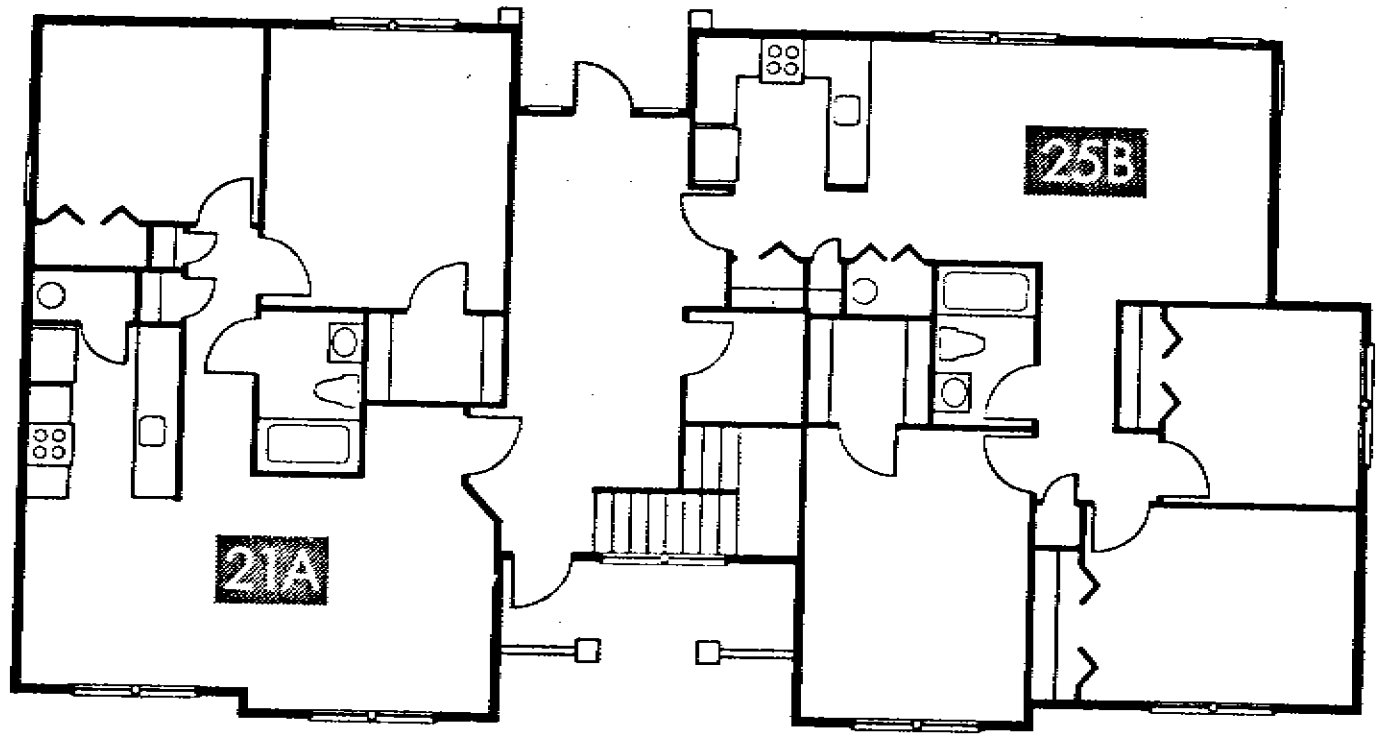
BUILDING No.1
Building Plan

Murray Hill Farm Condominiums
New Providence, New Jersey

Legend
- Unit
- Limited common element
- General common element
- 2A Unit number and type

1/7/94

0840055-0173



FIRST FLOOR

BUILDING No.2

Building Plan

Legend

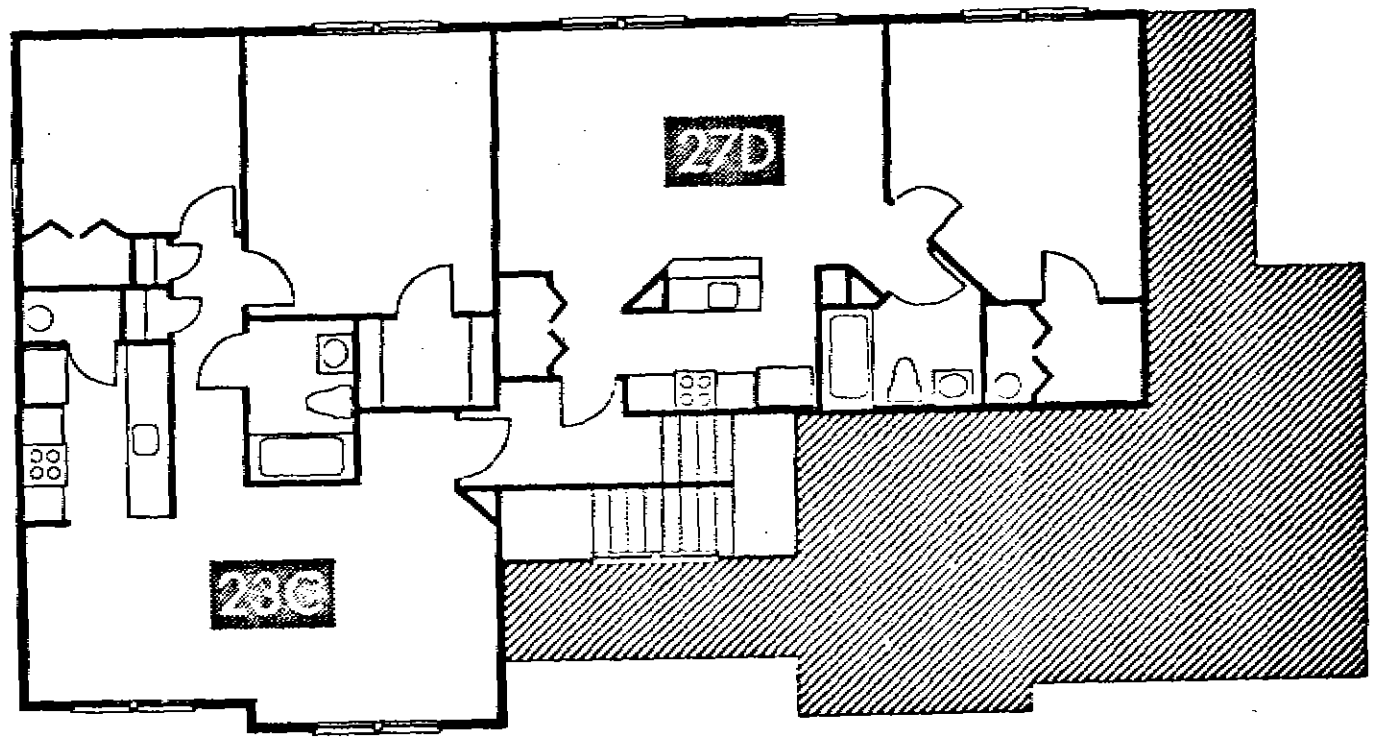
- Unit
- Limited common element
- General common element
- 2A Unit number and type

Murray Hill Farm Condominiums

New Providence, New Jersey

1/7/94

08405S-0174



SECOND FLOOR

BUILDING No.2

Building Plan

Murray Hill Farm Condominiums

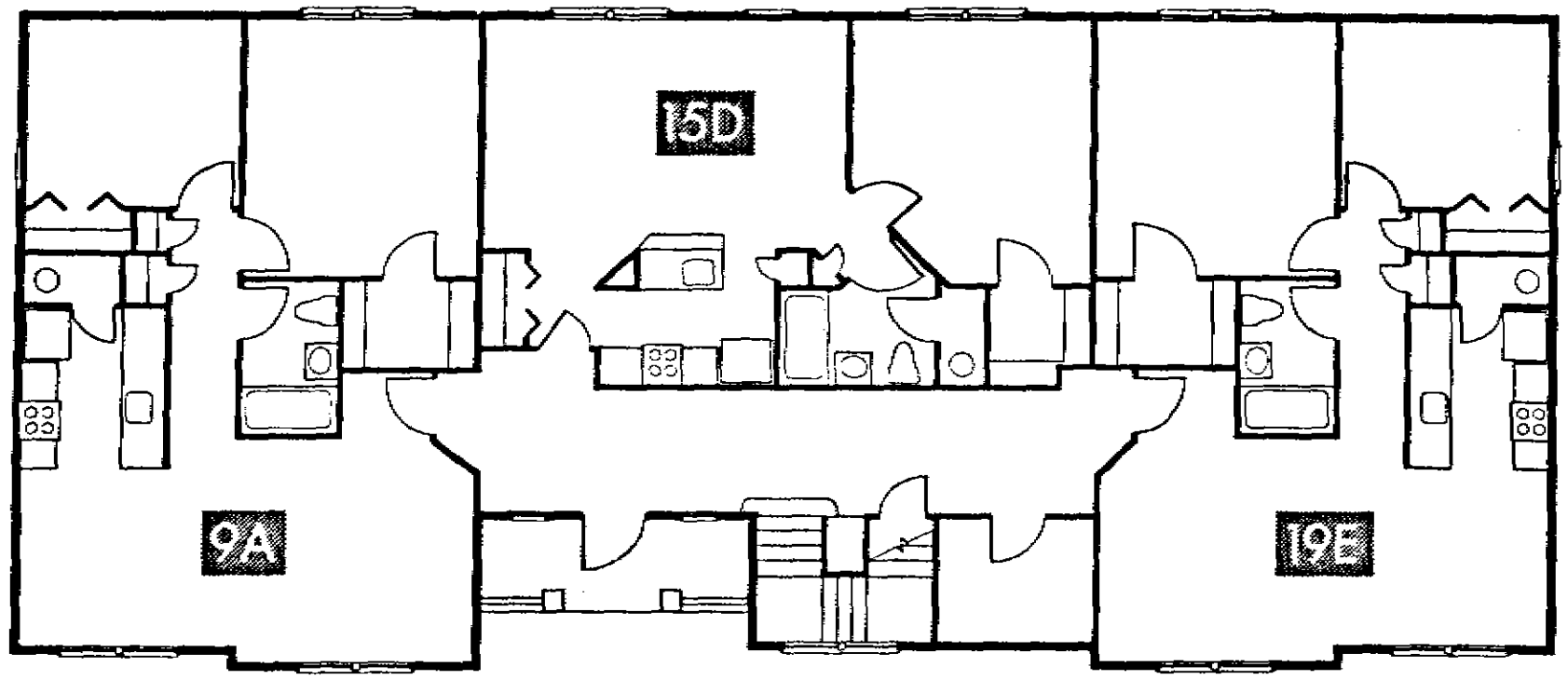
New Providence, New Jersey

Legend

- Unit
- Limited common element
- General common element
- 2A Unit number and type

1/7/94

0840S5-0175



FIRST FLOOR

BUILDING No.3

Building Plan

Legend

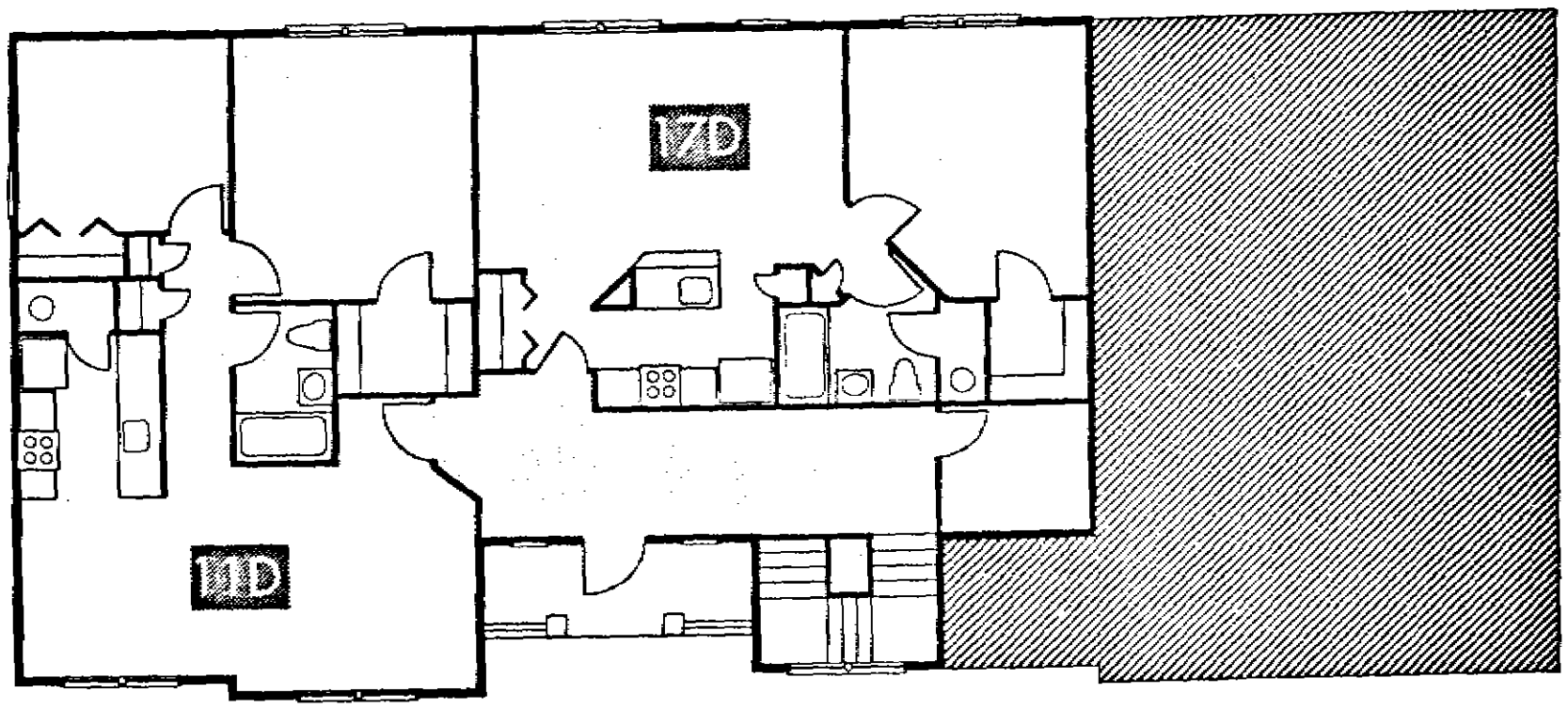
- Unit
- Limited common element
- General common element
- 2A Unit number and type

Murray Hill Farm Condominiums

New Providence, New Jersey

1/7/94

0840SS-0176



SECOND FLOOR

Legend
- Unit
- Limited common element
- General common element
- 2A Unit number and type

BUILDING No.3
Building Plan

Murray Hill Farm Condominiums
New Providence, New Jersey

1/7/94

EXHIBIT D

Certificate of Incorporation of
MHF Condominium Association, Inc.

CERTIFICATE OF INCORPORATION

OF

MHF CONDOMINIUM ASSOCIATION, INC.

The undersigned, being over the age of eighteen years, in order to form a corporation pursuant to the provisions of the New Jersey Nonprofit Corporation Act, do hereby certify:

FIRST: The name of the corporation is MHF CONDOMINIUM ASSOCIATION, INC.

SECOND: The purposes for which the corporation is organized are:

The corporation is formed to be a homeowners association within the meaning of Section 528 of the Internal Revenue Code.

The corporation shall provide for the maintenance, preservation and control of the common areas and facilities within that certain tract of property described in Exhibit "A" of a certain Master Deed for "The Murray Hill Square Condominium" recorded or intended to be recorded in the Office of the Register of Union County, and to promote the health, safety and welfare of the members of the corporation. The corporation shall have and may exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Act of the State of New Jersey by law may now or hereafter have or exercise. Without limited the generality of the foregoing, the corporation shall have the following specific powers:

(a) To exercise all of the powers and privileges and perform all of the duties and obligations of the corporation, as set forth in the aforesaid Master Deed and the By-Laws of the corporation, annexed to the Master Deed as Exhibit "E", as they both may be amended as therein provided, said Master Deed and By-Laws being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce, by any lawful means, payment of all charges or assessments pursuant to the terms of said Master Deed and the By-Laws of the corporation; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the corporation;

(c) To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation; and

(d) Subject to the terms of said Master Deed and the By-Laws of the corporation, as they both may be amended as therein provided, to borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

THIRD: The corporation shall have members. Every person who is a record owner of a fee interest in any Unit which is subject to the aforesaid Master Deed is subject to assessment by the corporation, and qualifies in accordance with the By-Laws, shall be a member of the corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of any

such Unit shall be the sole qualification for membership. Upon termination of the interest of the Unit Owner, his membership shall automatically terminate and shall be transferred and shall inure to the new Unit Owner succeeding him in interest.

FOURTH: The address of the corporation's initial registered office is 471 Union Avenue, New Providence, New Jersey 07974, and the name of the corporation's initial registered agent at such address is Sydney W. Kitson.

FIFTH: The method of electing trustees shall be as set forth in the By-Laws of the corporation.

SIXTH: The corporation shall indemnify every corporate agent as defined in, and to the full extent permitted by Section 15A:3-4 of the New Jersey Nonprofit Corporation Act, and to the full extent otherwise permitted by law. No trustee or officer of the corporation shall be personally liable to the corporation or its members for damages for breach of any duty owed to the corporation, except for liabilities arising from any breach of duty based upon an act or omission (1) in breach of the duty of loyalty to the corporation, (2) not in good faith or involving a knowing violation of law or (3) resulting in receipt by such trustee or officer of an improper personal benefit. Neither the amendment or repeal of this Article SIXTH, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article SIXTH, shall eliminate or reduce the protection offered by this Article SIXTH to a trustee or officer of the corporation or other

corporate agent in respect to any matter which occurred, or any cause of action, suit or claim which but for this Article SIXTH would have accrued or arisen, prior to such amendment, repeal or adoption.

SEVENTH: The affairs of the corporation shall be managed by its board of trustees. The number of trustees constituting the first board is three, and the names and addresses of the persons who are to serve as such trustees, who need not be members of the corporation, are:

Sydney W. Kitson
471 Union Avenue
New Providence, New Jersey 07974

Bruce M. Coultas
471 Union Avenue
New Providence, New Jersey 07974

Joan M. Kitson
471 Union Avenue
New Providence, New Jersey 07974

The By-Laws shall provide the range of the number of trustees (not less than three) other than the first board.

EIGHTH: The names and addresses of the incorporators are Sidney W. Kitson, 471 Union Avenue, New Providence, New Jersey 07974 and David S. Pennock, Blue Mill Road, Morristown, New Jersey 07960.

NINTH: No part of the net earnings of the corporation shall inure (other than by acquiring, constructing or providing management, maintenance and care of the corporation's property, if

any, and other than by a rebate of excess of membership dues, fees or assessments) to the benefit of any private individual.

TENTH: This Certificate of Incorporation may be amended only with the assent of seventy-five (75%) percent of the members of the corporation.

ELEVENTH: The duration of the corporation shall be perpetual.

TWELFTH: Upon dissolution, after payment of all debts, no part of the remaining assets may be distributed to any director or officer of the corporation but shall be distributed as the by-laws may direct in accordance with law, provided, however, that the distribution must be to another organization exempt under the provisions of 501(c)(3) of the United States Internal Revenue Code or to the United States, a State or local government.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Incorporation this 26 day of March, 1993.

SYDNEY W. KITSON

DAVID S. PENNOCK

EXHIBIT E

By-Laws of MHF Condominium Association, Inc.

BY-LAWS

OF

MHF CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NATURE OF BY-LAWS

1.01 Purpose. These By-Laws are intended to govern the administration of NHF Condominium Association, Inc., a non-profit corporation organized under Title 15A of the New Jersey Statutes Annotated, and to provide for the management, administration, utilization and maintenance of the Common Elements described in the Master Deed for The Murray Hill Farm Condominium.

1.02 Definitions. Unless the context clearly indicates otherwise, all definitions set forth in the aforesaid Master Deed or in N.J.S.A. 46:8B-3 are incorporated herein by reference.

1.03 Fiscal Year. The fiscal year of the corporation shall be determined by the Board of Trustees.

1.04 Principal Office. The principal office of the corporation. is located at 471 Union Avenue, New Providence, New Jersey 07974.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

2.01 Members. Every person, firm, association, corporation or other legal entity who is a record Owner or Co-Owner of the fee simple title to any Unit shall be a member of the Condominium 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 Condominium Association. Notwithstanding anything to the contrary in the preceding, Sponsor shall have one membership in the Condominium Association for each Unit, completed or prospective, which has not been conveyed to an individual purchaser. Each Unit Owner shall also be a member of the Homeowners Association, entitled to the rights and privileges pertaining thereto, except that the voting rights shall be as specified in section 2.07 hereof.

2.02 Associate Members. Every person who is entitled to possession and occupancy of a Unit as a tenant or lessee of a Unit Owner may be an associate member of the Condominium Association,

but shall not be entitled to any vote with respect to Condominium Association matters.

2.03 Change of Membership. Change of membership shall be accomplished by recording in the Union County Register's Office a deed or other instrument establishing a record title to a Unit, and delivery to the secretary of the Condominium Association of a certified copy of such instrument. The membership of the prior Unit Owner shall be thereby terminated.

2.04 Rights of Membership. Every person who is entitled to membership in the Condominium Association, pursuant to the provisions of the Certificate of Incorporation and these ByLaws, shall be privileged to use and enjoy the General Common Elements, subject however to the right of the Association to:

(a) promulgate Rules and Regulations governing such use and enjoyment;

(b) suspend the use and enjoyment of the General Common Elements as provided in Section 2.05 hereof; and

(c) dedicate or transfer all or part of the General Common elements, other than any Building in which any Units are contained.

2.05 Suspension of Rights. The membership and voting rights of any member may be suspended by the Board for any period during which any assessment against the Unit to which his membership is appurtenant remains unpaid; but upon payment of such assessments, and any interest accrued thereon, whether by check or cash, his rights and privileges shall be immediately and automatically restored. Further, if Rules and Regulations governing the use of the Common Elements and the conduct of persons thereon have been adopted and published, as authorized in these By-Laws, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated. No such action shall be taken by the Board until the Unit Owner is afforded an opportunity for a hearing consistent with the principles of due process of law.

2.06 Initial Contribution. Each Unit Owner, upon acquisition of title to his Unit from Sponsor, shall pay a non-refundable fee for membership in the Condominium Association in an amount equal to one-sixth (1/6) of the current annual Common Expense assessment for his Unit, which fee may be used for working capital or any other lawful purpose. The payment of such fee shall be a condition precedent to membership in the Condominium Associa-

tion. Any unpaid membership fee shall be deemed a lien on the Unit in the same manner as any unpaid Common Expenses attributable to such Unit. This requirement shall only be applicable to the initial sale of a Unit by Sponsor. Nothing contained herein shall preclude the Board from requiring additional contributions to capital by way of assessment as set forth in the Master Deed.

2.07 Votes. Each Unit Owner shall be entitled to one vote for each Unit to which he holds title as is provided in Section 6 of the Master Deed. When more than one person holds title, the vote(s) for each Unit shall be exercised as the Co-owners among themselves determine. When one or more Co-Owners signs a proxy or purports to vote for his or her Co-Owners, such vote(s) shall be counted unless one or more of the other Co-Owners is present and objects to such vote(s); or, if not present, submits a proxy or objects in a writing delivered to the secretary of the Condominium Association before the vote(s) is counted. If Co-Owners disagree as to the vote(s), the vote shall be split equally among the Co-Owners. Although each Unit Owner is a member of the Homeowners Association, the Condominium Association shall have the one and only vote in the affairs of the Homeowners Association, which vote shall be cast by a Trustee designated by the Board to cast such vote.

2.08 Proxies. Proxy ballots shall be permitted with respect to all elections of Directors, and all amendments to the Certificate of Incorporation, the Master Deed of these By-Laws, or any other otter which properly comes before a meeting of the membership of the Condominium Association. All proxies shall be in writing, signed by all individual Unit Owners (or in the case of joint owners by any one of them), or by his or their duly authorized representative(s) and delivered to the Secretary of the Condominium Association, or such other person as the President may designate, at least twenty-four (24) hours prior to the commencement of the meeting at which ballots are to be cast. Proxies may be revoked at any time prior to the opening of the polls, and no proxy shall be voted on after eleven (11) months from its date unless said proxy provides for a longer period, not to exceed three (3) years from the date of execution. All proxies shall be substantially in the form prescribed by the Board, and if not in such form shall be deemed invalid, which determination shall be made in the sole and absolute discretion of the Board.

ARTICLE III

MEETINGS OF UNIT OWNERS

3.01 Place of Meetings. All meetings of the Unit Owners of the Condominium Association shall be held at the Condominium or

at such other place convenient to the members as may be designated by the Board.

3.02 First Annual Meeting and Regular Annual Meetings. All annual meetings of the Unit Owners of the Condominium Association shall be held on the day and month of the year to be established by the Board, except that the first such annual meeting shall be held not more than sixty (60) days after Unit Owners other than Sponsor own four (4) or more Units or on such earlier date as Sponsor, in its sole discretion, may elect. At the first annual meeting and each subsequent annual meeting the election of trustees shall take place. If the election of Trustees shall not be held at the annual meeting or any adjournment of such meeting, the Board shall cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special meeting the Unit Owners may elect the Trustees and transact other business with the same force and effect as at an annual meeting duly called and held. All proxies validly received for the originally scheduled meeting shall remain in full force and effect for any such adjourned meeting or special meeting and new proxies may be received for any such subsequent meeting.

3.03 Special Meetings. After the first annual or special meeting, special meetings of Unit Owners may be called by the President whenever he deems such a meeting advisable, or shall be called by the Secretary when so ordered by the Board, or upon the written request of members representing not less than twenty-five (25%) percent of all the votes entitled to be cast at such meeting. Such request shall state the purpose(s) of such meeting and the matter(s) proposed to be acted upon. Unless Unit Owners representing at least fifty(50%) percent of all votes entitled to be cast request such a meeting, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Unit Owners held during the preceding twelve (12) months, which determination shall be made in the sole and absolute discretion of the Board.

3.04 Notice of Meeting. Except as otherwise provided by law, notice of each meeting of Unit Owners, whether annual or special, shall be given not less than ten (10) days, more than ninety (90) days before the day on which the meeting is to be held, to each Unit Owner at his last known address, by delivering a written or printed notice thereof to said Unit Owner, or by mailing such notice, postage prepaid. Every such notice shall state the time and place of the meeting and shall state briefly the purpose(s) thereof. Notice of any meeting of the Unit Owners shall not be required to have been sent to any Unit Owners who shall attend such meeting in person or by proxy. Notice of any adjourned meeting of the Unit Owners shall not be required to be given except when expressly required by law. Except where otherwise expressly required by law, no publication of any notice of a meeting of Unit Owners shall be required.

3.05 Quorum and Adjourned Meetings. At such meeting of the Unit Owners, persons (including Sponsor or its representatives) holding twenty-five (25%) percent of the authorized votes present in person or by proxy, shall constitute a quorum for the transaction of business except where otherwise provided by law. In the absence of a quorum, the persons holding votes present in person or by proxy and entitled to vote, may, by majority vote, adjourn the meeting from time to time, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting originally called.

3.06 Organization. At each meeting of the Condominium Association, the President, or, in his absence, the Vice President, or in the absence of both of them, a person chosen by a majority vote of the Unit Owners present in person or represented by proxy and entitled to vote thereat, shall act as a chairperson, and the Secretary, or in his absence, a person whom the chairperson shall appoint, shall act as Secretary of the Meeting.

3.07 Voting. Except as otherwise required by the Certificate of Incorporation, the Master Deed or any law, a quorum being present, a majority of votes present, in person or by proxy, shall be sufficient on those matters which are to be voted on by the Unit Owners. The election of Trustees shall be by ballot. Unless determined by a majority of the votes of the Unit Owners present at such meeting, in person or by proxy, or determined by the chairperson of the meeting to be advisable, the vote on any other question need not be by ballot.

3.08 Member in Good Standing. A member shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Condominium Association if, and only if, he shall have fully paid all installments due for assessments made or levied against him and his Unit by the Trustees as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and to his Unit, at least three (3) days prior to the date fixed for such meeting.

3.09 Judges. If at any meeting of the Unit Owners a vote by ballot shall be taken on any question, the chairperson of such meeting shall appoint two Judges to act thereat with respect to such vote. Each Judge so appointed shall first subscribe an oath faithfully to execute the duties of a Judge at such meeting with strict impartiality and according to the best of his ability. Such Judges shall decide upon the qualifications of voters and shall report the number of votes represented at the meeting and entitled to vote on such question, shall conduct and accept the votes, and when the voting is completed, shall ascertain and report the number of votes respectively for and against the questions; but as to the election of Directors, the number of votes received by

each candidate need not be reported. Reports of Judges shall be in writing and subscribed and delivered by them to the Secretary of the meeting. The Judges need not be members of the Condominium Association, and any officer or Trustee of the Condominium Association may be a Judge on any question, other than a vote for or against his election to any position with the Condominium Association or any other question in which he may be directly interested. The Judges shall rule by majority vote.

3.10 Order of Business. The order of business at the annual meeting of the Unit owners or at any special meetings insofar as practicable shall be:

(a) Calling of the roll and certifying the proxies.

(b) Proof of notice of meeting and waiver of notice.

(c) Reading and disposal of any unapproved minutes.

(d) Appointment of Judges of Election, if appropriate.

(e) Election of Trustees, if appropriate.

(f) Receiving reports of officers.

(g) Receiving reports of committees.

(h) Old business.

(i) New business.

(j) Adjournment.

ARTICLE IV

BOARD OF TRUSTEES

4.01 Express and Implied Powers and Duties. The property, affairs and business of the Condominium Association shall be managed by the Board of Trustees, which shall have all those powers granted to it by the Certificate of Incorporation, the Master deed, these By-Laws, and by law.

4.02 Number and Qualifications.

(a) Until the first annual meeting of the membership of the Condominium Association, and thereafter until their consist of three (3) persons designated by Sponsor, none of whom need be Unit Owners.

Thereafter, the Board shall consist of five (5) Trustees (hereinafter referred to as Trustees A, B, C, D and E). Within thirty (30) days after the Unit Owners other than Sponsor own four (4) or more Units, the President shall call and give not less than twenty (20) nor more than thirty (30) days notice of a special meeting of the membership of the Condominium Association. At such special meeting, Unit Owners other than Sponsor shall be entitled to vote for and elect Trustees A and B and Sponsor shall have the right to appoint the Trustees C, D and E.

Thereafter, and within thirty (30) days after Unit Owners other than Sponsor own ten (10) of the Units, the President shall call and give not less than twenty (20) nor more than thirty (30) days notice of a special meeting of the membership of the Condominium Association. At such special meeting Unit Owners other than Sponsor shall be entitled to vote for all of the Trustees of the Board not theretofore elected by them, except that Sponsor shall be entitled to appoint Trustee E so long as Sponsor owns one or more Units and holds same for sale in the ordinary course of business.

(b) In the case of partnership owners, Trustees shall be members, agents or employees of such partnership or of the partners thereof; or, in the case of corporate owners (including Sponsor, during such time as Sponsor shall be an Owner of any Unit), Trustees shall be officers, stockholders, employees or agents of such corporation; or, in the case of fiduciary owners, Trustees shall be fiduciaries or officers or employees of such fiduciaries.

4.03 Election and Term of Office. At the first annual meeting of the membership that is called after Unit Owners other than Sponsor own four (4) Units, Trustees A and B shall be elected by the Unit Owners other than Sponsor, and Sponsor shall appoint Trustees C, D and E. Trustees A and B shall be elected for two (2) year terms and Trustees C, D and E shall be appointed to serve until their successors are elected at the special meeting held after ten (10) Units are owned by Unit Owners other than Sponsor. At said special meeting, Trustees C, D and E shall be elected by Unit Owners other than Sponsor (subject, however to Sponsor's right to appoint Trustee E as provided for in Section 4.02(a) above) to serve for an initial term which expires at the annual meeting of the membership at which Trustees A and B are not scheduled for reelection, but in no event shall such initial term be less than two (2) years nor more than three (3) years. Thereafter, the term for Trustees C, D and E shall be for two (2) years; it being the purpose and intent hereof that Trustees A and B shall be elected in alternate years to Trustees C, D and E.

The Trustees shall hold office until their respective successors have been duly elected and qualified, or until removed in the manner elsewhere provided. If at any meeting for election of membership to the Board more than twice the number of candidates

to be elected at such meeting are nominated, then, and in such event, there shall be two ballots for membership. At the end of the first ballot, the field of nominees shall be reduced so that there are twice as many candidates as there are positions to be filled, with the persons receiving the fewest votes being eliminated from the ensuing ballot. A second ballot shall be held, and on the second ballot, the persons receiving the most votes will be deemed to be elected in order to fill the vacant positions. If there are not more than twice the number of nominees for the number of positions to be filled, then there shall be one ballot, with the persons receiving the most votes being elected in order to fill the vacancies on the Board. If ever applicable, candidates polling the highest votes will be considered elected for the longest period of years. Election of Trustees at successive annual meetings shall be in accordance with this Section 4.03.

4.04 Sponsor's Protective Provisions. After control of the Board of Trustees has become vested in Trustees elected by Unit Owners other than Sponsor, and so long as Sponsor owns at least one (1) Unit and holds same for sale in the ordinary course of business, the following shall apply:

(a) Neither the Condominium Association nor its Board of Trustees shall take any action that will impair or adversely affect the rights of Sponsor or cause Sponsor to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the sale of Units, or the assessment of Sponsor for capital improvements.

(b) The Condominium Association and its Board of Trustees shall continue the same level of maintenance, operation and services as provided immediately prior to the assumption of control of the Condominium Association and the Board of Trustees by Unit Owners other than Sponsor.

4.05 Removal of Members of the Board. At any duly held regular or special meeting of the Unit Owners, any one or more Trustees may be removed with or without cause by a majority of the Unit Owner votes present, but not less than twenty-five (25%) percent of the total authorized votes in the Condominium Association, and a successor may then and there be appointed by a majority of the remaining Trustees to fill the vacancy thus created. Each person so appointed shall be a Trustee for the remainder of the term of the Trustee whose term he is filling and until his successor is duly elected and qualified. Any Trustee whose removal has been proposed shall be given an opportunity to be heard at the meeting. This provision shall not apply to any Trustee appointed by Sponsor. Notwithstanding the foregoing, Sponsor or a Sponsor-appointed Trustee may not, acting alone, remove a Unit Owner-

elected Trustee. In the event that all of the Trustees are removed, successors shall be elected by the Unit Owners other than Sponsor in the manner set forth in Section 4.03 herein to fill the vacancies thus created.

4.06 Vacancies. Vacancies on the Board caused by any reason other than the removal of a Trustee by a vote of the Unit Owners of the Condominium Association shall be filled by a vote of a majority of the remaining Trustees, including Sponsor's appointees, at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a Trustee for the remainder of the term of the Trustee whose term he is filling and until his successor shall have been duly elected and qualified. Notwithstanding the foregoing, until the first annual meeting of Unit Owners, Sponsor shall have the right to fill all vacancies on the Board by appointment. Unit Owner-elected vacancies on the Board shall only be filled with Unit Owners other than Sponsor, whether same be appointed or elected.

4.07 Meeting of the Board; Notices; Waiver of Notice. The first annual meeting of the Board shall be held within ten (10) days after the first annual meeting of the Unit Owners and at such time and place as shall be fixed by a majority of the Board and no notice shall be necessary. Thereafter, regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board, but at least two meetings shall be held each year. Notice of regular meetings of the Board shall be given to each Trustee by telephone, mail, or telegram at least three (3) days prior to the day of the meeting. Special meetings of the Board may be called by the President on three (3) days notice to each Trustee given by telephone, mail or telegram, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or the Secretary in like manner and on like notice on the written request of at least three (3) Trustees. Any Trustee may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by Trustees at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the Trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.08 Quorum and Adjourned Meetings. At all meetings of the Board, a majority of the Trustees shall constitute a quorum for the transaction of business, and the votes of a majority of the Trustees present and voting at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Board there shall be less than a quorum present, the majority of those present shall adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be

transacted without further notice. The vote of a majority of those present at a Board meeting at which a quorum is present shall be necessary for valid action by the Board on any matter.

4.09 Joinder in Meetings by Approval of Minutes. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be valid as though it were a meeting duly held after regular call and notice, if a quorum is present, and if either before or after the meeting, each Trustee signs any of the following: a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes thereof or of the resolution or act adopted at such meeting. All such waivers, consents or approvals, shall be in writing and filed with the Secretary and made a part of the minutes of the meeting even though filed subsequent thereto.

4.10 Non-Waiver. All the rights, duties and privileges of the Board shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future, nor shall any custom bind the Board.

4.11 Consent in Lieu of Meeting and Vote. Anything to the contrary in these By-Laws, the Certificate of Incorporation or the Master Deed notwithstanding, the entire Board of Trustees shall have the power to take action on any matter on which it is authorized to act, without the necessity of a formal meeting and vote if the entire Board, or all the Trustees empowered to act, whichever the case may be, shall consent in writing to such action.

ARTICLE V

POWERS AND DUTIES OF BOARD OF TRUSTEES

5.01 General Powers and Privileges. The Board shall have these powers, which include but which are not necessarily limited to the following, together with such other powers as may be provided herein or in the Master Deed, or By-Laws, or which may be necessarily implied.

(a) Employ, by contract or otherwise, a manager, managing agent or an independent contractor, to oversee, supervise and carry out the responsibilities of the Board. Said manager or said independent contractor shall be compensated upon such terms as the Board deems necessary and proper; and

(b) Employ any person, firm or corporation to repair, maintain or renovate the Common Elements of the Condominium; lay pipes or culverts; to bury utilities; to put up lights or poles; to erect signs and traffic and safety controls of various sorts on said Property; and

(c) Employ professional counsel and to obtain advice from persons, firms or corporations such as, but not limited to, landscape architects, architects, engineers, lawyers and accountants; and

(d) Employ or contract for water and sewer, electricity and gas or other forms of utilities, cable or master antenna television; and

(e) Adopt, amend, and publish Rules and Regulations covering the details of the operation and use of the Common Elements including but not limited to parking and pet controls; and

(f) Secure full performance by Unit Owners or occupants of all items of maintenance for which they are responsible; and

(g) Set minimum standards for floor coverings installed by all Unit Owners in Buildings, with the exception of Sponsor; and

(h) Coordinate the plans of Unit Owners and occupants of Units for moving their personal effects or property into the Unit or out of it, with a view toward scheduling such movements so that there shall be a minimum of inconvenience to others; and

(i) Establish and enforce rules and regulations for parking by, and the assignment of parking spaces to Unit Owners, subject to the provisions of the Master Deed, Certificate of Incorporation and these By-Laws; and

(j) Arrange for security protection as necessary; and

(k) Enforce obligations of the Unit Owners and do anything and everything else necessary and proper for the sound management of the Condominium, including the right to bring or defend lawsuits to enforce the terms, conditions and restrictions contained in the Master Deed, these By-Laws, or any Rules and Regulations; and

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(l) Borrow and repay monies giving notes, mortgages or other security upon such term or terms as it deems necessary; and

(m) Invest and reinvest monies, sue and be sued, collect interest, dividends, and capital gains; exercise rights; pay taxes; make and enter into contracts; enter into leases or concessions; make and execute any and all proper affidavits for various purposes; compromise any action without leave of court; and all other powers contained herein, and those necessary and incidental thereto; and

(n) Grant and obtain easements, licenses and other property rights with respect to contiguous lands; and

(o) Purchase or lease or otherwise acquire in the name of the Condominium Association or its designees, corporate or otherwise, on behalf of all Unit Owners within the Condominium, subject to the terms and restrictions of the Affordable Housing Plan, Units offered for sale or lease or surrendered by their Owners to the Board, provided that the foregoing shall not be construed to constitute a right of first refusal; and

(p) Purchase Units within the Condominium at foreclosure or other judicial sales in the name of the Condominium Association or its designees, corporate or otherwise, on behalf of all Unit Owners; and

(q) Subject to the terms and restrictions of the Affordable Housing Plan, sell, lease, mortgage (but not vote the votes appurtenant thereto) or otherwise deal with Units acquired by the Condominium Association, and sublease any such Units leased by the Condominium Association or its designees on behalf of all Unit Owners; and

(r) Bring and defend actions by or against more than one Unit Owner which are pertinent to the operation of the Condominium, the health, safety or general welfare of the Unit Owners, or any other legal action to which the Unit Owners may consent in accordance with these By-Laws; and

(s) Appoint an Insurance Trustee, who shall not be a member of the Condominium Association, an employee of Sponsor, or the manager, who shall discharge

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his duties in accordance with these Bylaws; in the absence of such an appointment, the Board shall be responsible for the disposition of all insurance proceeds; and

(t) Create, appoint members to and disband such committees as shall from time to time be deemed appropriate or necessary to aid the Board in the discharge of its duties, functions and powers.

5.02 Duties and Responsibilities. It shall be the affirmative and perpetual obligation and duty of the Board to perform the following:

(a) Cause the General and Limited Common Elements to be maintained according to accepted standards and as set forth in the Master Deed including, but not limited to such maintenance, painting, replacement and repair work as may be necessary and lawn maintenance as the Board may deem appropriate; all repairs and replacements shall be substantially similar to the original application and installation and shall be of first class quality; and

(b) Investigate, hire, pay, supervise and discharge the personnel necessary to be employed, and provide the equipment and materials necessary, in order to properly maintain and operate the Common Elements; compensation for the services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the Condominium Association; and

(c) Cause a complete record of all its acts and corporate affairs to be kept, and to present a summary report thereof to the members at the annual meeting or at any special meeting when requested in writing at least twenty-one (21) days in advance by members entitled to cast at least twenty-five percent (25%) of the total votes of the Condominium Association; and

(d) Allocate common surplus or make repairs, additions, improvements to, or restoration of the Common Elements in accordance with the provisions of these By-Laws and the Master Deed after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings; and

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(e) Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises maintained by the Condominium Association placed thereon by any federal, state, county or municipal authority having jurisdiction thereover, and order of the Board of Fire Underwriters or other similar bodies; and

(f) Place and keep in force all insurance coverages required to be maintained by the Condominium Association, applicable to its property and members including, but not limited to:

(i) Physical Damage Insurance. Broad form insurance against loss by fire and against loss by lightning, windstorm and other risks normally included within all risk extended coverage, including vandalism and malicious mischief, insuring all improvements existing on the Condominium Property, together with all service machinery appurtenant thereto, and covering the interest of the Condominium Association, the Board, Sponsor, and all Unit Owners and Eligible Mortgage Holders, as their respective interests may appear, in an amount equal to the full replacement value of such improvements (exclusive of foundations and footings), without deduction for depreciation. Each policy shall contain a standard mortgagee clause in favor of each Eligible Mortgage Holder, which shall provide that the loss, if any, thereunder, shall be payable to each Eligible Mortgage Holder as its interest may appear, subject to the loss payment provisions set forth in section 16 of the Master Deed. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board shall obtain a qualified appraisal of the full replacement value of the Units and Common Elements and the improvements located thereon, without deduction for depreciation, for the purposes of determining the amount of fire insurance to be effected pursuant to this subparagraph. The amount of any deductible and the responsibility for payment of same shall be determined by the Board, in its sole discretion.

(ii) Public Liability Insurance. To the extent obtainable, public liability insurance for personal injury and death from accidents

occurring within the Common Elements, (and any other areas which the Board may deem advisable) and the defense of any actions brought by injury or death of a person or damage to property, occurring within such Common Elements, and not arising by reason of any act or negligence of any individual Unit Owner. Said insurance shall be in such limits as the Board may from time to time determine, covering each Member of the Board, the managing agent, the manager, and each Member, and shall also cover cross liability claims of one insured against another. Until the first meeting of the Board following the first annual meeting, such public liability insurance shall be in a single limit of one million dollars ($1,000,000.00) covering all claims for personal injury or property damage arising out of any one occurrence. The Board shall review such limits once a year.

(iii) Directors and Officers Liability Insurance. Liability insurance indemnifying the Trustees and Officers of the Condominium Association against liability for errors and omissions occurring in connection with the performance of their duties, with any deductible amount to be in the sole discretion of the Board.

(iv) Workers Compensation Insurance. Workers compensation and New Jersey disability benefits insurance as required by law.

(v) Other Insurance. Such other insurance as the Board may determine.

All policies shall: (i) provide that adjustment of loss shall be made by the Board and that the net proceeds thereof, if twenty-five thousand dollars ($25,000.00) or less shall be payable to the Board, and if more than twenty-five thousand dollars ($25,000.00) shall be payable to the Insurance Trustee; (ii) require that the proceeds of physical damage insurance be applied to the restoration of such Common Elements and structural portions and service machinery as is required by the Master Deed and these By-Laws; (iii) to the extent obtainable contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any

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acts of the insured; and (iv) provide that such policies may not be cancel led without at least thirty (30) days prior written notice to all of the named insureds, including all Unit Owners and Eligible Mortgage Holders.

Any insurance maintained by the Board may provide for such deductible amount as the Board may determine.

Unit Owners shall not be prohibited from carrying insurance for their own benefit provided that all such policies shall contain waivers of subrogation; and, further provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

The premiums for all insurance and fidelity bonds carried by the Condominium Association shall be a Common Expense and shall be borne by the Unit Owners in direct proportion to their respective percentage of interests; and

(g) Manage the fiscal affairs of the Condominium Association as hereinafter provided in Article VI; and

(h) Establish a Covenants Committee as hereinafter provided in Article IX.

ARTICLE VI

FISCAL MANAGEMENT

6.01 Common Receipts. The Board shall have the duty to collect from each Unit Owner, his heirs, administrators, successors and assigns, as "Common Receipts", the proportionate part of the Common Expenses assessed against such Unit Owner as provided in the Master Deed, the Certificate of Incorporation, these By-Laws, and in accordance with applicable law.

6.02 Determination of Common Expenses. The amount of monies for Common Expenses deemed necessary by the Board and the manner of expenditure thereof, including but not limited to the allocation thereof, shall be a matter for the sole discretion of the Board.

6.03 Disbursements. The Board shall take and hold the funds as collected, and shall disburse the same for the purposes and in the manner set forth herein and as required by the Master Deed, Certificate of Incorporation, and applicable law.

6.04 Depositories. The depository of the Condominium Association shall be such a bank or banks as shall be designated from time to time by the Board and in which the monies of the Condominium Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such parties as are authorized by the Board, provided that a management agreement may include among its provisions authority for the manager to sign checks on behalf of the Condominium Association for payment of the obligations of the Condominium Association, if the proper fidelity bond is furnished to the Condominium Association.

6.05 Accounts. The receipts and expenditures of the Condominium Association shall be common charges and Common Expenses respectively, and shall be credited and charged to accounts under the following classifications as the Board shall deem appropriate, all of which expenditures shall be Common Expenses:

(a) Current expenses, which shall include expenditures within the year for which the budget is made, including reasonable allowances for contingencies and working funds. Current expenses shall not include expenditures chargeable to reserves. At the end of each year, the unexpended amount remaining in this account shall be applied to reduce the assessments for current expenses for the succeeding year, or may be distributed to the current membership in the same manner as assessed, as the Board shall determine.i

(b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement of the Common Elements and those portions of the improvements located on the Property which the Condominium Association is obligated to maintain or repair which is required because of damage, depreciation or obsolescence. The amounts in this account shall be allocated among each of the separate categories of replacement items.

(d) Reserves for capital improvements, which shall include the funds to be used for capital expenditures or for acquisition of additional personal property that will be part of the Common Elements.

(a) Operations, which shall include all funds from the use of the Common Elements or from any other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation or otherwise shall be used to reduce the assessments for current expenses for the succeeding year, or at the discretion of the Board, distributed to the current membership in the same manner as assessed. Losses from operations or otherwise shall be met by special assessments against Unit Owners, which assessments may be made in advance in order to provide a working fund.

The Board shall not be required to physically segregate the funds held in the above accounts except for reserves for replacement and repair, which funds must be maintained in a separate account. The Board may, in its sole discretion, maintain the remaining funds in one or more consolidated accounts. As to each consolidated account, the division into the various accounts set forth above need be made only on the Condominium Association's records.

6.06 Reserves. The Board shall not be obligated to expend all of the revenues collected in any accounting period, and must maintain reasonable reserves for, among other things, repairs, replacements, emergencies, contingencies of bad weather or uncollected accounts. Notwithstanding anything herein to the contrary, the Board in its determination of the Common Expenses and the preparation of a budget shall specifically designate and identify that portion of the Common Expenses which is to be assessed against the Unit Owners as a capital contribution and is allocable to reserves for each separate item of capital improvement of and to said Property. The amounts assessed and collected for the reserves shall be kept in one or more interest-bearing savings accounts, or certificates of deposit and shall not be utilized for any purpose other than that which was contemplated at the time of the assessment. The foregoing shall not be construed to mean that the Board shall not be permitted to keep additional cash on hand, in a checking or petty cash account, for the necessary discharge of its functions.

6.07 Exemption from Assessments for Capital Improvements. Anything to the contrary herein notwithstanding, neither Sponsor nor any Eligible Mortgage Holder for any Unit shall be required to pay any assessment for capital improvements, whether by way of regular or special assessments or otherwise. Further, this provision may not be amended without the written consent of Sponsor and every Eligible Mortgage Holder.

6.08 Notice. The Board shall give notice to each Unit Owner, in writing, and to any Eligible Mortgage Holder who requests same, of the amount estimated by the Board for Common Expenses for the management and operation of the Condominium Association for the next ensuing budget period, directed to the Unit Owner at his last known address by ordinary mail, or by hand delivery. Said notice shall be conclusively presumed to have been delivered five (5) days after deposit in the United States mails. If an annual Common Expense assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment, increased by ten (10%) percent; and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual Common Expense assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board, provided that nothing herein shall serve to prohibit or prevent the Board from imposing a lump sum assessment in the case of any immediate need or emergency which cannot be met by reserve funds allocated for such contingency.

6.09 Acceleration of Assessment Installment Upon Default. If a Unit Owner shall be in default in the payment of an installment of a Common Expense assessment, the Board may accelerate the remaining installments of the assessment and file a lien for such accelerated amount upon notice to the Unit Owner, and if the delinquent installment has not been theretofore paid, the then unpaid balance of the Common Expense assessment shall become due upon the date stated in the notice, which date shall not be less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. If no such notice is given and default shall continue for a period of thirty (30) days then the Board shall be required to accelerate the remaining installments of the assessment upon similar notice to the Unit Owner, and to file a lien for such accelerated assessment as permitted by law if the delinquent assessment has not been heretofore paid. In such latter event, the Board may also notify any Mortgage Holder holding a mortgage which encumbers the Unit affected by such default or publish appropriate notice of such delinquency to the membership of the Condominium Association. If said default continues for a period of ninety (90) days, then the Board shall foreclose the foregoing lien pursuant to law and/or commence a suit against the appropriate parties to collect said assessment.

6.10 Interest and Counsel Fees. The Board at its option shall have the right in connection with the collection of any Common Expense assessment, or other charge, to impose a late charge of any reasonable amount and/or interest at the legal maximum rate permitted by law for the payment of delinquent real estate taxes, if such payment is made after a date certain stated in such notice. In the event that the Board shall effectuate collection of said

assessments or charges by resort to counsel, and/or the filing of a lien, the Board may add to the aforesaid assessments or charges a sum or sums of twenty (20%) percent of the gross amount due as counsel fees, plus the reasonable costs for preparation, filing and discharge of the lien, in addition to such other costs as may be allowable by law.

(a) In the case of any action or proceeding brought or defended by the Condominium Association or the Board pursuant to the provisions of these By-Laws, the Condominium Association's reasonable costs and expenses of preparation and litigation, including attorneys fees, shall be a Common Expense allocated to all Unit Owners.

(b) Money judgments recovered by the Condominium Association in any action or proceeding brought hereunder, including costs, penalties or damages shall be deemed a special fund to be applied to (1) the payment of unpaid litigation expenses; (2) refunding to the Unit Owners the cost and expenses of litigation advanced by them; (3) Common Charges, if the recovery thereof was the purpose of the litigation; (4) repair or reconstruction of the Common Elements if recovery of damages to same was the motivation for the litigation; and (5) any amount not applied to (1), (2), (3) and (4) above shall be at the discretion of the Board treated either as (i) a common surplus which shall be allocated and distributed pursuant to the provisions of Section 6 of the Master Deed or (ii) a set off against the common charges generally. Notwithstanding the foregoing, if a Unit Owner(s), the Board or any other person or legal entity affected by any such; distribution, shall assert that the damages; sustained or the diminution in value suffered by a Unit Owner(s) was disproportionate to his or their percentage of common interest, in that event the matter shall be submitted to binding arbitration to be decided in accordance with the procedures set forth in Article XV hereof.

(c) All Common Receipts received and to be received by the Board for the purpose of paying any judgment obtained against the Condominium Association or the Board shall constitute trust funds, and the same shall be expended first for such purpose before expending any part of the same for any other purpose.

(d) In the event that a Unit Owner(s) succeeds in obtaining a judgment or order against the Condominium Association or the Board, then, in addition to any other sums to which said Owner(s) would otherwise be entitled by such judgment or order, he or they shall also be entitled to the restitution or recovery of any sums paid to the Board as common charges for litigation expenses in relation to said action or proceeding.

6.11 Power of Attorney to Mortgage Holder. In the event the Board shall not cause the enforcement procedures provided herein to be implemented within the time provided, any Mortgage Holder for any Unit as to which there shall be such unpaid Common Expense assessments is hereby irrevocably granted a power of attorney to commence such actions and to invoke such other remedies, all in the name of the Condominium Association. This power of attorney is expressly stipulated to be coupled with an interest in the subject matter.

6.12 Annual Audit. The Board shall submit the books, records, and memoranda of the condominium Association to an annual audit by an independent certified public accountant who shall audit the same and render a report thereon in writing to the Board and in summary form to the Unit Owners and such Eligible Mortgage Holders or other persons, firms or corporations as may be entitled to same.

6.13 Examination of Books. Each Unit Owner shall be permitted to examine the books of account of the Board by appointment at a reasonable time on business days; provided, however, that the Treasurer has been given at least ten (10) days prior written notice of the Unit Owner's desire to make such an examination.

6.14 Fidelity Bonds. Fidelity bonds shall be required by the Board from all persons handling or responsible for Condominium Association funds. The amount of such bonds shall be determined by the Board. The premiums on such bonds shall be paid by the Condominium Association.

ARTICLE VII

OFFICERS

7.01 Designation. The principal officers of the Condominium Association shall be a President, a Vice-President, both of whom shall be members of the Board, a Secretary and a Treasurer. The Board may also appoint such other Assistant Treasurers and Assistant Secretaries as in its judgment may be

necessary. Any two (2) offices, except that of President and Vice President, may be held by one person.

7.02 Election of Officers. The officers of the Condominium Association shall be elected annually by the Board at the first Board of Trustees meeting following each annual meeting and such officers shall hold office at the pleasure of the Board.

7.03 Removal of Officers. Upon an affirmative vote of a majority of the full number of Trustees, any officer may be removed, either with or without cause, after opportunity for a hearing, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

7.04 Duties and Responsibilities of Officers.

(a) The President shall be the chief executive officer of the Condominium Association. He shall preside at all meetings of the Condominium Association and of the Board. He shall have all of the general powers and duties which are usually vested in the of f ice of President of an Association. Unless and until a different Trustee is designated by the Board, he shall also serve as the Condominium Association's representative to the Homeowners Association, and shall exercise all duties and fulfill all responsibilities attendant to that position. In the event he is unable or elects not to serve in this capacity or to attend any meeting of the Homeowners Association, the Board shall designate another person to serve in such capacity or to attend any such meeting.

(b) The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other Trustee to so do on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

(c) The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the members of the Condominium Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

(d) The Treasurer shall have the responsibility for the custody of Condominium Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Condominium Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Condominium Association in such depositories as may from time to time be authorized by the Board.

7.05 Other Duties and Powers. The Officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board.

7.06 Eligibility of Trustees. Nothing herein contained shall prohibit a Trustee from being an Officer.

ARTICLE VIII

COMPENSATION, INDEMNIFICATION AND EXCULPABILITY OF OFFICERS, TRUSTEES, AND COMMITTEE MEMBERS

8.01 Compensation. No compensation shall be paid to the President, or the Vice-President, or any Trustee, or committee member for acting as such officer or Trustee. The Secretary and/or Treasurer may be compensated for their services if the Board determines that such compensation is appropriate. Nothing herein stated shall prevent any officer or Trustee, or committee member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Condominium Association, provided, however, that any such expenses incurred or services rendered shall have been authorized in advance by the Board.

8.02 Indemnification. Each Trustee, officer or Committee Member of the Condominium Association shall be indemnified by the Condominium Association against the actual amount of net loss, including counsel fees, reasonably incurred by or imposed upon him in connection with any action, suit or proceeding to which he may be a party by reason of his being or having been a Trustee, officer, or committee member of the Condominium Association, or delegee, except as to matters for which he shall be ultimately found in such action to be liable for gross negligence or willful misconduct. In the event of a settlement of any such case, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Condominium Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct.

8.03 Exculpability. Unless acting in bad faith, neither the Board as a body nor any Trustee, officer, or committee member shall be personally liable to any Unit Owner in any respect for any action or lack of action arising out of the execution of his office. Each Unit Owner shall be bound by the good faith actions of the Board, officers and committee members of the Association, in the execution of the duties of said Trustee, officers and committee members.

ARTICLE IX - COVENANTS COMMITTEE

9.01 Purpose. The Board shall establish a Covenants Committee, consisting of three members appointed by the Board, each to serve for a term of one year, in order to assure that the Condominium shall always be maintained in a manner:

(1) providing for visual harmony and soundness of repair;

(2) avoiding activities deleterious to the aesthetic or property values of the Condominium;

(3) furthering the comfort of the Unit Owners, their guests, invitees and lessees; and

(4) promoting the general welfare and safety of the Condominium community.

9.02 Powers. The Covenants Committee shall regulate the external design, appearance, use and maintenance of the Common Elements in accordance with standards and guidelines contained in the Master Deed or By-Laws or otherwise adopted by the Board, unless any of said transactions are to be exercised by the Homeowners Association in accordance with the Declaration and Master Deed. The Covenants Committee shall have the power to issue a cease and desist request to a Unit Owner, his guests, invitees, or lessees, whose actions are inconsistent with the provisions of the Condominium Act, the Master Deed, the By-Laws, the rules and regulations, resolutions of the Board or the Affordable Housing Plan (upon petition of any Unit Owner or upon its own motion). The Covenants Committee shall from time to time, as required, provide interpretations of the Master Deed, Certificate of Incorporation and By-Laws, Rules and Regulations and resolutions of the Board pursuant to the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board. Any action, ruling or decision of the Covenants Committee may be appealed to the Board by any party deemed by the Board to have standing as an aggrieved party, and a vote of a majority of the full authorized membership of the Board may modify or reverse any such action, ruling or decision.

9.03 Authority. The Covenants Committee shall have such additional duties, power and authority as the Board may from time to time provide by resolution including the right to impose fines pursuant to Sections 11.02 hereof. The Board may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case by case basis by vote of a majority of its full authorized membership thereof. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board. Notwithstanding the foregoing, no action may be taken by the Covenants Committee without giving the Unit Owner(s) involved at least ten (10) days prior written notice and affording him the opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

ARTICLE X

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY ThE CONDOMINIUM ASSOCIATION

Whenever, in the judgment of the Board, the Common Elements require improvements costing in excess of five thousand dollars ($5,000.00), said improvements shall not be made unless they have been approved by a majority of votes present in person or by proxy at a meeting of the Unit Owners at which a quorum is present. When said approval has been obtained, all Unit Owners benefiting from same shall be assessed for the cost thereof as a Common Expense. In the event of any emergency which could cause damage to any Building or part(s) thereof, the Board may expend sums in excess of five thousand dollars ($5,000.00) to protect the said Building or part(s) and the judgment of the Board in such a case shall be final.

ARTICLE XI
ENFORCEMENT

11.01 Enforcement. The Board shall have the power, at its sole option, to enforce the terms of this instrument or any rule or regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Condominium Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action before any court, summary or otherwise, as may be provided by law.

11.02 Fines. The Board shall also have the power to levy fines against any Unit Owner(s) for violation(s) of any rule or

regulation of the Condominium Association or for any covenants or restrictions contained in the Master Deed or By-Laws, except that no fine may be levied for more than twenty-five dollars ($25.00) for any one violation; provided, however, that for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against any Unit Owner(s) involved as if the fine were a Common Expense owed by the particular Unit Owner(s). Notwithstanding the foregoing, before any fine is imposed by the Board, the Unit Owner involved shall be given at least ten (10) days prior written notice and afforded an opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

11.03 Fines. No restriction, condition, obligation or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XII

AMENDMENTS

Subject to the restrictions in Section 6.07 hereof, these -By-Laws, or any of them, may be altered or repealed, or new By-Laws may be made, at any meeting of the Condominium 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 fifty-one (51%) percent in number and interest of the-votes entitled to be cast in person or by proxy, 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 or 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; (iv) no such new By-Law, amendment or repeal shall in any way affect Sponsor, including any successor of Sponsor, unless Sponsor, or it successor, has given its prior written consent thereto; or (v) no such new By-Law, amendment or repeal affecting the Affordable Housing Plan shall be effective until the same has been approved by the Borough of New Providence by resolution of its governing body.

ARTICLE XIII

CONFLICT; INVALIDITY

13.01 Conflict. Anything to the contrary herein not withstanding, if any provision of these By-Laws is in conflict with or contradiction of the Master Deed, the Certificate of Incorporation or with the requirements of any law, then the requirements of said Master Deed or law shall be deemed controlling.

13.02 Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the enforceability or affect the remaining provisions of the By-Laws.

ARTICLE XIV

NOTICE

Any notice required to be sent to any Unit Owner under the provisions of the Master Deed or Certificate of Incorporation or these By-Laws shall be deemed to have been properly sent and notice thereby given, when mailed, by regular post with postage prepaid, addressed to the Unit Owner at the last known post office address of the person who appears as a member on the records of the Condominium Association at the time of such mailing. Notice to one of two or more co-owners of a Unit shall constitute notice to all co-owners. It shall be the obligation of every Unit Owner to immediately notify the Secretary of the Condominium Association in writing of any change of address. Valid notice may also be given to Unit Owners by (i) personal delivery to any occupant of said Unit over fourteen (14) years of age or (ii) by affixing said notice to or sliding same under the front door of any Unit.

ARTICLE XV

ARBITRATION

Any arbitration provided for in these By-Laws shall be conducted before one arbitrator in Union County, New Jersey by the American Arbitration Association, in accordance with its rules then obtaining, and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. All of the Condominium Association's expenses of arbitration hereunder including the fees and expenses of counsel and experts shall be Common Expenses.

ARTICLE XVI

CORPORATE SEAL

The Condominium Association shall have a seal in circular form having within its circumference the words "MHF Condominium Association, Inc."

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EXHIBIT F

Percentage of Interest Schedule

EXHIBIT F

PERCENTAGE OF INTEREST SCHEDULE

Unit	% Interest
1	7.69
3	7.69
5	7.69
7	7.69
9	7.69
11	7.69
15	7.69
17	7.69
19	7.69
21	7.69
23	7.70
25	7.70
27	7.70
	100%

EXHIBIT G

Affordable Housing Plan

AFFORDABLE HOUSING PLAN

FOR

THE MURRAY HILL FARM CONDOMINIUM

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AFFORDABLE HOUSING PLAN

FOR

THE MURRAY HILL FARM CONDOMINIUM

Providence Development Group, Inc. (the "Developer") will construct three (3) buildings containing thirteen (13) Units restricted to occupancy by Households meeting certain low and moderate income criteria on a lot within the Murray Hill Farm residential development (the "Development") in the Borough of New Providence and the Township of Berkeley Heights, Union County, New Jersey. The lot containing the thirteen (13) Affordable Housing Units will be located in the Borough of New Providence and is to be known as The Murray Hill Farm Condominium (the "Project"). The Project is located on the property described in Exhibit A of the Mater Deed for the Project (the "Master Deed"). These Units will be owned and occupied as described further in this Affordable Housing Plan (hereafter, the "Plan"), which is Exhibit G to the aforesaid Master Deed.

1. DEFINITIONS. All definitions included in the Master Deed are incorporated herein by reference. Any definition contained herein which conflicts with that of the Master Deed shall have the meaning contained herein for the purpose of this instrument only. For purposes of this Plan, all capitalized terms shall have the meanings ascribed to them in this Section One.

1.01 Affordable Housing - shall mean Units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than eighty percent (80%) of the Median Income level.

1.02 Affordable Housing Agreement - shall mean a written 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 Households for the period of time specified in the agreement.

1.03 Affordable Housing Unit - shall mean a one, two or three bedroom unit with one bath, the sales price of which is established in accordance with this Plan and which will be sold to a Low Income Purchaser or Moderate Income Purchaser.

1.04 Agency - shall mean the New Jersey Housing and Mortgage Finance Agency established by N.J.S.A. 55:14K-1, *et seq.*

1.05 Assessments - shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowners association as the applicable case may be, imposed upon the Affordable Housing Unit.

1.06 Association - MHF Condominium Association, Inc., its successors and assigns, as defined in the Master Deed.

1.07 Authority - shall mean (i) the Borough; or (ii), to the extent that the Borough has delegated its authority to the Affordable Housing Board created pursuant to Article 4 of the New Providence Affordable Housing Procedures Ordinance, Authority shall mean the Affordable Housing Board; or (iii), to the extent that the Borough delegates its authority by contract to a third party, such as a non-profit housing corporation or a state agency, Authority shall mean such third party as is designated by the Borough by contract.

1.08 Base Price - shall mean the initial sales price of a Unit produced for or designated as an Owner-occupied Affordable Housing Unit.

1.09 Borough - shall mean the Borough of New Providence, in the County of Union, acting through its governing body, the New Providence Borough Council.

1.10 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 Housing Officer.

1.11 Council or COAH - shall mean the Council on Affordable Housing established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, *et seq*.

1.12 Department - shall mean the New Jersey State Department of Community Affairs.

1.13 Exempt Transaction - shall mean the following "non-sales" title transactions: (i) transfer of ownership between husband and wife; (ii) 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); (iii) transfer of ownership through an Executor's deed to a Class A Beneficiary; and (iv) transfer of ownership by court order. All other title transfers shall be deemed non-exempt.

1.14 Fair Market Price - shall mean the unrestricted price of an Affordable Housing Unit if sold at a current real estate market rate.

1.15 Family - All persons living as a single non-profit housekeeping unit, whether or not same are related by blood, marriage or otherwise.

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1.16 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.

1.17 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 assignee of the First Purchase Money Mortgage.

1.18 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.

1.19 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 and/or that can be utilized for the purpose of mortgage approval.

1.20 Gross Monthly Income - shall mean one-twelfth (1/12th) of a Household's Gross Annual Income.

1.21 Housing Officer - shall mean the Housing Officer appointed by the Borough Council pursuant to Article 7 of the New Providence Affordable Housing Procedures Ordinance.

1.22 Hardship Waiver - shall mean an approval by the Authority of a non-exempt transfer of title to sell an Affordable Housing 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 complied with the procedures set forth in Section 16 of this Plan in order to obtain approval of 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 eighty percent (80%) or above the applicable Median Income level. The Hardship Waiver is only valid for a single sale.

1.23 Household - shall mean the person or persons occupying a Unit.

1.24 HUD - shall mean the United States Department of Housing and Urban Development.

1.25 Index - shall mean the measured percentage of change in the Median Income level for a Household of four by geo-

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graphic region using the income guideline approved for use by the Council.

1.26 Improvements - shall mean capital improvements and additions within an Affordable Housing Unit, including materials, supplies, appliances or fixtures, which become a permanent part of, or are affixed to, an Affordable Housing Unit.

1.27 Low Income Household - shall mean a Household whose total Gross Annual Income is equal to fifty percent (50%) or less of the Median Income figure established by geographic region and household size using the income guideline approved for use by the Council.

1.28 Low Income Purchaser - shall mean a Low Income Household that purchases an Affordable Housing Unit.

1.29 Master Deed - shall mean the Master Deed for The Murray Hill Farm Condominium, recorded or to be recorded in the Office of the Register of Union County, and any duly recorded amendments thereto.

1.30 Median Income or Median Family Income - shall mean the annual median family income figure established by geographic region and household size using the income guideline approved for use by the Council.

1.31 Moderate Income Household - shall mean a Household whose total Gross Annual Income is equal to more than fifty percent (50%) but less than eighty percent (80%) of the Median Income figure established by geographic region and household size using the income guideline approved for use by the Council.

1.32 Moderate Income Purchaser - shall mean a Moderate Income Household that purchases an Affordable Housing Unit.

1.33 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, the Owner shall include the Developer. 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.

1.34 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

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determined by the Authority at the time a Notice of Intent to Sell has been received from the Owner.

1.35 Primary Residence - shall mean the Unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

1.36 Purchaser - shall mean a Certified Household who has a signed an agreement to purchase an Affordable Housing Unit subject to a mortgage commitment and closing.

1.37 Repayment - shall mean the Owner's obligation to the Borough for payment of ninety-five percent (95%) of the Price Differential between the maximum allowable Resale Price and the fair market selling price which has accrued to the Affordable Housing Unit during the restricted period of resale at the first non-exempt sale of the Unit after restrictions have ended as specified in the Affordable Housing Agreement.

1.38 Repayment Mortgage - shall mean the second mortgage document signed by the Owner that is given to the Borough as security for the payment due under the Repayment Note.

1.39 Repayment Note - shall mean the second mortgage note signed by the Owner that requires the repayment to the Borough of ninety-five percent (95%) of the Price Differential which has accrued to the Affordable Housing 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.

1.40 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 Improvement.

1.41 Structure - shall mean any building having a roof supported by columns or by walls and intended to house any person or Family.

1.42 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.

1.43 Unit - Shall mean and refer to an Affordable Housing Unit or one of the Development's market units, as the case may be.

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2. CRITERIA FOR PURCHASE. (a) To qualify to purchase an Affordable Housing Unit, the Low Income Purchaser or Moderate Income Purchaser shall not be required to spend more than twenty-eight percent (28%) of their Gross Annual Income at time of purchase of an Affordable Housing Unit for the Total Monthly Housing Costs as same are determined under any type of mortgage loan including but not limited to loans commonly known as "fixed rate", "adjustable rate", "graduated payment adjustable rate" or "growing equity", including loan programs being offered by the Agency or by federal lending agencies. The Developer shall limit the purchase prices of Affordable Housing Units so that the Total Monthly Housing Cost of any Affordable Housing Unit is affordable to a Low Income Household or Moderate Income Household in accordance herewith. The Base Price of Affordable Housing Units as well as the Resale Price shall be governed by the following provisions.

(b) The Base Price of an Affordable Housing Unit shall be calculated so that a prospective Purchaser shall not be required to spend more than twenty-eight percent (28%) (the "Ceiling") of his or her eligible Gross Monthly Income for Total Monthly Housing Costs (assuming a ten percent (10%) downpayment, and using the assumed or appropriate interest rate for the mortgage loan being made to the prospective Purchaser). For a Moderate Income Purchaser, the Ceiling shall be applied to a range of between fifty percent (50%) and eighty percent (80%) of Median Income (the distribution within said range being specified in Subsection 2(c) below) and for a Low Income Purchaser the Ceiling shall be applied to a range of between forty percent (40%) and fifty percent (50%) of Median Income (the distribution within said range being specified in Subsection 2(c) below). The interest rate to be used for calculating the Base Price, regardless of the specific rate of the loan made to any Purchaser, shall be the rate currently being charged by the Agency for five percent (5%) down, thirty (30) year standard program financing, or, in the absence of such rate, the rate of the most favorable fixed rate mortgage loan available. If, however, the initial rate payable in respect of a Low Income Purchaser's or a Moderate Income Purchaser's mortgage loan increases by more than seven and a half percent (7½%) in any or all of the first five years of the term of the loan, then the average payment rate during the first five years of the Purchaser's mortgage loan shall be used to calculate the sales price (assuming a ten percent (10%) downpayment and ninety percent (90%) of Base Price financed).

(c) Among the thirteen (13) Affordable Housing Units to be made available by the Developer, the distribution of said Units is as follows:

Unit Type	No. for Moderate Income Households	No. for Low Income Households	Total
1 Bedroom	2	2	4
2 Bedroom	3	4	7
3 Bedroom	1	1	2
	6	7	13

In determining the Base Price of the Affordable Housing Units, the distribution within the ranges specified for Low Income Households and Moderate Income Households for the thirteen Affordable Housing Units shall be as follows:

LOW
1 Unit at 40.0 through 42.5%
2 Units at 42.6 through 47.5%
4 Units at 47.6 through 50.0%

MODERATE
1 Unit at 50.1 through 57.5%
1 Unit at 57.6 through 65.1%
1 Unit at 65.2 through 72.5%
1 Unit at 72.6 through 77.5%
2 Units at 77.6 through 80.0%

(d) In determining the Base Price of the Affordable Housing Units, the following criteria shall be used to establish the applicable Median Income by Household size: the one-bedroom Units shall be affordable to two-person Households; the two-bedroom Units shall be affordable to three-person Households; and the three bedroom Units shall be affordable to five-person Households.

(e) The Base Price of the Affordable Housing Units shall be calculated based upon the most current Eligible Income by County tables adopted by the Council. The table adopted by the Council on July 1, 1992, which was used in the initial pricing of the Affordable Housing Units, is attached hereto as Schedule I.

(f) In accordance with the criteria set forth hereinabove, the formula to be used to calculate the Base Price of the Affordable Housing Units is:

a. annual income/12 = monthly income X twenty-eight percent (28%) = funds available for housing less ____ for monthly taxes, insurance, and Association fees = funds available for monthly mortgage payment.

b. funds available for monthly mortgage payment/cost per $1000 of mortgage at

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applicable interest rate[1] X $1000 = maximum mortgage.

c. maximum mortgage/.9[1] = maximum selling price.

(g) Once a Purchaser becomes an Owner of an Affordable Housing Unit in accordance with the provisions of this Plan, any increase or decrease in the Gross Annual Income of such Owner shall not affect ownership rights, privileges or obligations of such Owner.

3. CRITERIA FOR LEASING. (a) Leasing for initial occupancy shall follow, as nearly as possible, the procedures for sales for initial occupancy; leasing for other than initial occupancy shall follow, as nearly as possible, the procedures for resale in this Plan.

(b) If the prevailing interest rate increases beyond eleven percent (11%), the Developer shall have the option to either reduce the Base Price to comply with the affordability standards set forth in this Plan or rent any unsold Affordable Housing Units to Low Income Households or Moderate Income Households at rents which are deemed affordable as provided below. The following procedure shall determine the rent charged for Affordable Housing Units.

(c) The rent charged, excluding utilities, to Low Income Households or Moderate Income Households shall be calculated so that the monthly rent does not exceed thirty percent (30%) (the "Rent Ceiling") of the Gross Monthly Income for the appropriate Household size. Maximum rent shall be calculated as a percentage of the uncapped HUD Section 8 income limit or other recognized standard adopted by the Council that applies to the rental Unit.

(d) If the Developer elects to rent any unsold Affordable Housing Units as permitted under this paragraph 3, the Housing Officer shall verify that the actual rent charged for such Unit does not exceed the guidelines set forth in Subsection 3(c) above. The Developer may rent any such Units until the later of the date at which the Developer is able to sell such Affordable Housing Units in compliance with the provisions of this Plan and at an interest rate equal to or less than eleven percent (11%), or the expiration date of any lease of an Affordable Housing Unit.

(e) Within ten (10) business days after any Owner of an Affordable Housing Unit executes a lease, whether for initial occupancy or subsequent occupancy, such Owner shall notify the

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[1]Assumes ten percent (10%) downpayment and ninety percent (90%) of purchase price financed.

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Housing Officer in writing of the address of the Unit and the name of the new tenant.

(f) No later than January 30th of each year, the Owner of an Affordable Housing Unit that is rented shall file with the Housing Officer a written report, certified under oath to be true and accurate, showing the following:

1. the address of the Unit;

2. the name(s) of the tenant as of January 1 of such year;

3. the actual monthly rent as of January 1 of such year; and

4. the amounts of the rent payments made during the prior calendar year.

(g) The Housing Officer shall have the right to audit the bookkeeping records of any Owner who is believed to be renting his or her Unit at a rent in excess of the amount permitted under this Plan, Borough ordinances or the rules promulgated by the Council.

4. FLOOR PLANS. Floor plans of the Affordable Housing Units are attached to the Master Deed as Exhibit C. The Affordable Housing Units actually constructed will be substantially similar to those shown in the aforesaid Exhibit C. The Developer shall have the right to modify the floor plans so long as they meet the criteria and provisions set forth in this Plan and the Borough is notified in writing of any modification.

5. LOCATION. The location of the Buildings in which the Affordable Housing Units are located shall be depicted in Exhibit B to the Master Deed.

6. MASTER DEED PROVISION; AMENDMENT. All Affordable Housing Units shall be subject to all terms and conditions of the Master Deed. The Master Deed shall include subsections 18.01 to 18.04, as set forth below, which concern Affordable Housing Units and the restrictions on resale of Affordable Housing Units to be imposed upon their Owners. The terms of the Master Deed shall also be a part of and incorporated into the Plan. The Master Deed shall bear the following provisions which shall apply to all Affordable Housing Units.

18.01 Purpose. The Condominium is comprised of thirteen (13) Units which are subject to the Affordable Housing Plan of The Murray Hill Farm Condominium, attached hereto as Exhibit "G" (hereinafter the "Affordable

Housing Plan"). The Affordable Housing Plan reflects requirements of (i) the rules and regulation of the Council on Affordable Housing adopted pursuant to the authority of the Fair Housing Act, (ii) the Borough of New Providence Affordable Housing Ordinance, and (iii) certain development approvals applicable to the Condominium. Therefore, all Units will be subject to the restrictions set forth in the Affordable Housing Plan.

18.02 Conveyance in Compliance with Plan. Owners of Units shall not convey title or, by lease or otherwise, deliver possession of the Units other than in accordance with the procedure and restrictions set forth in the Affordable Housing Plan. Owners of Units shall be required to execute deed restrictions and a mortgage lien to secure the performance of their obligations under and their compliance with the requirements of the Affordable Housing Plan.

18.03 Condominium Association's Responsibility for Resale Restrictions. The Condominium Association shall have no responsibility whatsoever for implementing, enforcing or supervising the Affordable Housing Plan.

18.04 Term of Restrictions. The provisions of the Master Deed referring to and incorporating the Plan shall automatically expire and terminate at the earliest of the following: (i) thirty (30) years from the date of commencement of the Affordable Housing Plan; or (ii) as to any individual Unit, the date upon which the right of redemption expires with respect to the foreclosure of a mortgage lien upon the Unit by the holder of such mortgage.

7. RESALE AND RE-RENTAL. The Resale Price of an Owner-occupied Affordable Housing Unit, as well as the rent charged for an Affordable Housing Unit, may increase annually based on the percentage increase in Median Income, or such other recognized standard adopted by the Council that applies to the rental of an Affordable Housing Unit. However, in no event shall the Resale Price established by the Authority be lower than the last recorded Resale Price.

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8. QUALIFIED PURCHASERS ON RESALE. Owners of Affordable Housing Units may sell their Units on resale only to a Certified Household in compliance with this Plan and all rules and regulations duly promulgated by the Council. It is the intent and purpose of this Plan that the Affordable Housing Units be and remain Affordable Housing Units which are affordable to Low and Moderate Income Households in accordance with the provisions hereof.

9. AUTHORITY RULES. In addition to the restrictions contained in this Plan, the resale of Affordable Housing Units shall be subject to the rules and regulations promulgated by the Authority. The Housing Officer shall monitor and approve initial sales and resales of Affordable Housing Units to assure that Purchasers of same shall be Low and Moderate Income Purchasers as defined herein. Notwithstanding the preceding, the Housing Officer shall approve any resale of an Affordable Housing Unit so long as the purchase price as stated in the contract of sale and in the deed conveying title to a prospective Purchaser does not exceed the maximum Resale Price. If the Housing Officer determines that exceptional circumstances exist, such Affordable Housing Units may be leased or rented for limited periods not to exceed one year, upon conditions set forth in the Authority's rules and regulations.

10. HOUSING OFFICER. The Borough has established the position of Housing Officer, whose responsibilities, among others, are to administer the provisions of the Plan and to determine the criteria and enforce the procedures by which Purchasers shall be selected prior to the initial sale by the Developer of each Affordable Housing Unit and, at the time of resale, to determine the Resale Price and allowable rentals of Affordable Housing Units. The Authority shall establish the standards which the Housing Officer shall apply. The Housing Officer, in accordance with rules and regulations established by the Authority, shall determine the application of such standards to the resales of Affordable Housing Units, the certification of Households, and the selection of Purchasers in accordance with the terms and provisions of this Plan. If the position of Housing Officer is at any time vacant, this Plan shall be administered by the Borough Administrator or any designee of the Authority.

11. IMPROVEMENTS AND PERSONALTY. (a) An Owner occupying an Affordable Housing Unit may make Improvements to his or her Unit. However, in no event shall such Improvements affect the determinations of the Resale Price for such Unit unless the Owner has first obtained permission of the Authority to increase the maximum Resale Price on the basis of such eligible Improvements. Eligible Improvements shall be those that render an Affordable Housing Unit suitable for a larger Household. In no event shall the maximum Resale Price of an Affordable Housing Unit exceed the limits of affordability for the larger Household.

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(b) At resale, all items of property which are permanently affixed to the Units or which were included when the Unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the sale at no additional charge above the maximum 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 shall 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.

12. AFFORDABLE HOUSING AGREEMENT. No Affordable Housing Unit shall be occupied prior to the issuance of a Certificate of Occupancy by the Borough. No Certificate of Occupancy shall be issued unless there is a written determination by the Authority that the Unit has been made subject to appropriate deed restrictions through the execution and recording of an Affordable Housing Agreement in form approved by the Council and an appropriate lien by the execution of a Repayment Note and the execution and recording of a Repayment Mortgage in form approved by the Council. The Authority shall make such determination within ten (10) days of the receipt of a proposed Affordable Housing Agreement and Repayment Note and Mortgage. Amendments to the Affordable Housing Agreement and Repayment Note and Mortgage shall be permitted only if they have been approved by the Council. A request for an amendment to the Affordable Housing Agreement, and/or the Repayment Note and Mortgage may be made by the Authority, the Borough or an Owner.

(b) The Certificate of Occupancy shall not be required for resales of Affordable Housing Units for which controls are allowed to expire or on which the repayment option specified in Subsection 12(d) below is being exercised.

(c) The Affordable Housing Agreement and the repayment mortgage shall have priority over all mortgages encumbering the Unit except for a First Purchase Money Mortgage placed on the Unit prior to the expiration of resale controls.

(d) The Affordable Housing Agreement shall include provisions granting an option to the Borough, the Department, the Agency, or a qualified non-profit entity as determined by the Council, to purchase the Affordable Housing Unit at the maximum Resale Price at the time of the first non-exempt sale of the Unit after controls on affordability have expired. The Affordable Housing Agreement shall require the Owner to notify the Authority

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by certified mail of any intent to sell the Unit ninety (90) days prior to entering into an agreement for the first non-exempt sale after affordability controls have expired. Upon receipt of such notice, the option to buy the Unit at the maximum Resale Price shall be available for ninety (90) days. The Authority shall notify the Borough, the Department, the Agency and the Council that the Unit is for sale. If the Borough exercises this option, it may enter into a contract of sale to purchase the Unit. If the Borough fails to exercise this option within ninety (90) days, the first of the other entities giving notice to the Owner of its intent to purchase during the ninety (90)-day period shall be entitled to purchase the Unit. If the option to purchase the Unit at the maximum Resale Price is not exercised by written offer to purchase the Unit within ninety (90) days of receipt of the notice of intent to sell, the Owner may proceed to sell the Unit. If the Owner does not sell the Unit within one year of the delivery of the notice of intent to sell, the option to buy the Unit shall be restored and the Owner shall be required to submit a new notice of intent to sell ninety (90) days prior to any future proposed date of sale. Any option to buy an Affordable Housing Unit at the maximum Resale Price shall be exercised by certified mail and shall be deemed exercised upon mailing.

(e) An Owner of an Affordable Housing Unit who was provided notice of an intent to sell as specified in Subsection 12(d) above, may proceed with the sale if no eligible entity, as outlined in Subsection 12(d) above, has exercised its option to purchase within ninety (90) days. Subject to the provisions of Subsection 12(j) below, the Owner may elect to: (1) sell to a Certified Household at the maximum Resale Price in accordance with existing Council rules, providing that the Unit is regulated by the Affordable Housing Agreement and Repayment Mortgage lien adopted by the Council for a period of up to twenty (20) years; or (2) exercise the repayment option and sell to any purchaser at market price, providing that the Repayment (as defined in Section 1.37) is paid to the Authority at closing. If the sale will be to a qualified Low and Moderate Income Household, the Authority shall determine that the same is a Certified Household and shall insure that the Affordable Housing Unit is regulated by an Affordable Housing Agreement and Repayment Mortgage lien as required by the Council.

(f) The Authority shall examine any Contract of Sale containing a repayment option to determine if the proposed sales price bears a reasonable relationship to the Unit's fair market value. In making this determination, the Authority may rely upon comparable sales data or an appraisal. The Authority shall not approve any contract of sale where there is a determination that the sales price does not bear a reasonable relationship to fair market value. The Authority shall make a determination within 20 days of receipt of the contract of sale and shall calculate the repayment option payment.

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(g) The Authority shall adopt an appeal procedure by which an Owner may submit written documentation requesting the Authority to recompute the repayment obligation if the Owner believes an error has been made, or to reconsider a determination that a sales price does not bear a reasonable relationship to fair market value. A repayment obligation determination made as a result of an Owner's appeal shall be a final administrative determination by the Authority.

(h) The repayment shall occur at the date of closing and transfer of title for the first non-exempt transaction after the expiration of affordability controls.

(i) Repayment proceeds shall be deposited in a trust account devoted solely to the creation, rehabilitation or maintenance of Low and Moderate Income Housing. Money deposited in trust accounts may not be expended until the Borough submits and the Council approves a repayment housing plan. The Council may approve the repayment housing plan if it determines that it provides a realistic opportunity for the creation, rehabilitation or maintenance of Low and Moderate Income Housing.

(j) The Borough shall have the right to determine if the most desirable means of promoting an adequate supply of Low and Moderate Income Housing is to prohibit the exercise of the repayment option specified above and maintain controls on Affordable Housing Units sold within the Borough beyond the term of the affordability restrictions set forth in this Plan. Such determination shall be made by resolution of the Borough Council and shall be effective upon filing with the Council and the Authority. The resolution shall specify the time period for which the repayment option shall not be applicable. During such period, no Owner may utilize the repayment option specified in Subsection 12(e) above. If the Borough exercises the option contained in this Subsection 12(j), the Borough shall provide public notice in a newspaper of general circulation and shall notify the Authority and the Council of its action. The Authority shall insure that the Affordable Housing Agreements with respect to all affected Affordable Housing Units reflect the extended period of controls.

13. ASSOCIATION'S RESPONSIBILITY. The Association shall have no responsibility for implementing, enforcing, or supervising this Affordable Housing Plan.

14. TERM OF RESTRICTIONS. The restrictions and covenants contained in this Affordable Housing Plan shall commence on the later of (i) the date on which a Certificate of Occupancy is issued for the first Affordable Housing Unit, or (ii) the date on which closing and transfer of title takes place for the initial sale of the first Affordable Housing Unit (the later of such dates being referred to herein as the "Commencement Date") and shall automatically expire and terminate at the earliest of (i) thirty

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(30) years from the Commencement Date or (ii) as to any individual Affordable Housing Unit, the date upon which the right of redemption expires with respect to the Foreclosure of a permitted mortgage lien upon the Affordable Housing Unit by the holder of such mortgage.

15. DEEDS OF CONVEYANCE PROVISIONS. The contracts of sale and deeds of conveyance from the Owner to Purchasers of Affordable Housing Units shall include the following clause:

> 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 dated _____ and recorded on _____ in Book _____ at Page _____ *et seq.* in the Office of the Register of Union County, and is also on file with the Borough of New Providence Affordable Housing Board.

16. PROCEDURES FOR RESALE. (a) An Owner seeking to sell his or her Unit other than for initial occupancy shall notify the Housing Officer of his or her intent to sell, and shall offer a contract of sale to the Certified Household specified by the Housing Officer.

(b) Upon receipt of a notice of intent to sell, the Housing Officer shall furnish to the Owner the name and address of a Certified Household and send written notice to the prospective Certified Household. If the prospective Certified Household fails to enter an agreement to purchase the Unit at the Resale Price within ten (10) days after being offered such a contract, the Owner shall request the Housing Officer to furnish the name and address of the next Certified Household. The Owner may not independently contract with a Certified Household unless the waiting list of housing applicants has been exhausted.

(c) If none of the specified Certified Households enters into an agreement to purchase the Unit within ninety (90) days of notification of intent to sell, the Authority shall have the option to purchase the Unit for the maximum Resale Price. If the Authority does not elect to purchase the Unit within thirty (30) days after said ninety (90)-day period expires, or does not close the purchase within sixty (60) days after said ninety (90)-day period expires, the Owner may apply to the Housing Officer for a Hardship Waiver. The Owner shall document efforts to sell his or her Unit to a Certified Household as part of this application. If the Hardship 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 Gross Annual Income is at eighty percent (80%) or above the Median Income level. In no case shall the Owner be

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permitted to receive more than the maximum Resale Price. In any event, the Owner shall file a copy of the contract of sale with the Housing Officer within ten (10) days of its signing, and shall file a copy of the deed with the Housing Officer within ten (10) days after the closing of title. The Hardship Waiver is only valid for a single sale.

17. DE-CONTROL OF UNITS. Before any Unit which has been subject to affordability controls is offered for sale or lease for the first time free of such controls, the Owner shall comply with the procedures and restrictions contained in the Affordable Housing Agreement and set forth in Section 12 hereof.

18. EXEMPT TRANSACTIONS. Any Owner receiving title by virtue of an Exempt Transaction shall be entitled to receive from the Authority, and the Authority shall issue in each such case, a Statement of Exemption, and any such Exempt Transaction shall be deemed a "non-sale" for purposes of this Plan. Such transfers of ownership neither extinguish the restrictions and applicability of this Plan to such Affordable Housing Unit nor terminate any liens set forth under this Plan. Liens must be satisfied in full prior to the subsequent resale of the Affordable Housing Unit and all such subsequent resales are fully subject to the terms and provisions of this Plan. In the event of a threatened breach of any of the terms, restrictions and provisions of this Plan by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

19. VIOLATION OF PLAN. (a) In the event of a threatened breach of any of the terms, restrictions and provisions of this Plan 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 that a breach will cause irreparable harm to the Authority in light of the public policy set forth in the Fair Housing Act and the Borough's obligation for the provision of Low and Moderate Income Housing. Upon the occurrence of a breach of any of the terms, restrictions and provisions of this Plan by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to Foreclosure, as set forth below in this Section 19, acceleration of all sums due under the Repayment Mortgage, recoupment of any funds from a sale in violation of this Plan, injunctive relief to prevent further violations, and specific performance.

(b) The interest of any Owner shall be subject to forfeiture in the event of a substantial breach of any of the terms, restrictions and provisions of this Plan which remains uncured for a period of sixty (60) days after service of a written notice of violation upon the Owner by the Authority. The notice of violation shall specify the particular infraction and shall advise the Owner that his or her interest is subject to forfeiture if such

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infraction is not cured within sixty (60) days of receipt of the notice. The provisions of this paragraph may be enforced by the Borough by court action in the nature of a mortgage foreclosure seeking a judgment which would result in the termination of the Owner's equity or other interest in the Unit. Any judgment shall be enforceable, as if same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the Affordable Housing Unit. Such judgment shall be enforceable at the option of the Authority, by means of an execution sale by the Union County Sheriff at which the Affordable Housing Unit of the Owner against whom judgment issues shall be sold at a sales price which is not less than the amount necessary to fully satisfy any First Purchase Money Mortgage and prior liens and costs of the enforcement proceedings, including attorneys fees, and in full compliance with the terms, restrictions and provisions of the Plan. The Owner receiving a notice of violation and against whom execution issues shall have his or her right to possession terminated as well as his or her title conveyed pursuant to the Sheriff's sale. Foreclosure shall not take place, however, until the remedies set forth in this Plan are exhausted.

(c) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage and any prior mortgage upon the Affordable Housing Unit. The excess, if any, shall be applied to reimburse the Borough 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 Borough in full as aforesaid, the Owner against whom execution has issued shall be personally responsible for such deficiency in addition to his or her liability for any and all costs incurred by the Authority in connection with collecting such deficiency. In the event of a surplus, the balance, if any, shall inure to the benefit of the Authority and shall be held and applied as provided in Subsection 12(i) hereof.

(d) Title shall be conveyed to the purchaser at the Sheriff's sale subject to the restrictions and provisions of this Plan. An Owner determined to be in violation of the provisions of this Plan and against whom judgment and execution issue shall not be entitled to any right of redemption. 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 Authority may acquire title to the Affordable Housing Unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the 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 Affordable Housing Unit could have been sold under the terms of this Plan. This surplus shall be treated in the same manner as the surplus which would have been realized from an actual sale as previously described. Failure of the

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Affordable Housing Unit to be either sold at the Sheriff's sale or acquired by the Authority shall obligate the Owner to accept an offer to purchase from any Certified Household which the Authority may refer to the Owner. Such offer to purchase shall be equal to the Resale Price of the Affordable Housing Unit as determined by this Plan.

(e) The Owner shall remain fully obligated and liable for complying with the terms and restrictions of this Plan until such time as the Owner conveys title.

20. COVENANTS RUNNING WITH LAND. The provisions of this Plan shall constitute covenants running with the land with respect to each Affordable Housing Unit affected hereby, and shall bind all purchasers of each such Affordable Housing Unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns, until released or terminated in accordance with the terms, restrictions or provisions of this Plan.

21. EFFECT OF FORECLOSURE. (a) Any Affordable Housing Unit which is acquired by a First Purchase Money Mortgagee by deed in lieu of foreclosure, or by any purchaser at a mortgage foreclosure sale conducted by the holder of the first mortgage (including the First Purchase Money Mortgagee but excepting the defaulting mortgagor) shall be permanently released from the provisions of this Plan and all resale restrictions shall cease to be effective as to the First Purchase Money Mortgagee, a lender in the secondary mortgage market, and all subsequent purchasers and mortgagees of that particular Unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Plan with respect to the Unit owned by him at the time of his default). Execution on foreclosure sales by any other class of creditor shall not result in a release of the Unit from the provisions of this Plan.

(b) Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the office of the Union County Register as evidence that such Affordable Housing Unit has been forever released from the terms, restrictions and provisions of this Plan and the Affordable Housing 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 terms, restrictions and provisions of this Plan.

(c) 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 the Foreclosure sale. For purposes of this Section 21, 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 Resale Price of the Affordable Housing Unit as of the date of the

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Foreclosure sale pursuant to the rules of the Authority and (2) the amount required to pay and satisfy the First Purchase Money Mortgage, including the costs of Foreclosure plus any second mortgages approved by the Authority in accordance with the Plan. The amount of excess fund 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.

(d) 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 the excess funds to the Authority shall be deemed to be a personal obligation of the Owner at the time of the Foreclosure sale, which obligation shall survive 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.

(e) No part of the excess funds shall be part of the defaulting mortgagor's equity. The defaulting mortgagor's equity shall be determined to be the difference between the maximum Resale Price of the Unit as of the date of the Foreclosure sale, as calculated in accordance with this Plan, 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 Resale Price.

(f) 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 (2) years or until such 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. Such funds shall be held and applied as provided in Subsection 12(i) hereof.

(g) Nothing shall preclude the Borough from acquiring an Affordable Housing Unit prior to Foreclosure at the maximum Resale Price and holding, renting or conveying it to a Certified Household if such right is exercised within ninety (90) days after the Unit is listed for sale and all outstanding obligations of the First Purchase Money Mortgagee are satisfied.

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22. OBLIGATIONS OF OWNERS. (a) Owners of Affordable Housing Units shall occupy them as their Primary Residence. Owners shall not agree to rent or sell 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 and full compliance with the terms, restrictions and provisions of this Plan.

(b) Any Owner of an Affordable Housing Unit shall notify the Authority and the First Purchase Money Mortgagee within ten (10) days in writing of any default in the performance by the Owner of any obligation under the Master Deed, including the failure to pay any lawful and proper Assessment by the Association, or under any mortgage, or other lien, against the Affordable Housing Unit which is not cured within sixty (60) days of the date upon which the default first occurs. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, to attach and remain on the Affordable Housing Unit for more than sixty (60) days.

(c) Owners of Affordable Housing Units shall maintain them in accordance with the standards established by the Association. Failure to do so shall permit the Association to carry out its maintenance responsibilities in accordance with Section 8.02 of the Master Deed.

(d) The Owner shall pay all taxes and public assessments and assessments by the Association levied upon or assessed against the Unit, or any part thereof, as and when the same become due and before penalties accrue.

(e) The Owner of the Affordable Housing Unit, in addition to paying any and all assessments required to be paid by the Market Units pursuant to the Master Deed, shall further fully comply with all of the terms, covenants or conditions of said Master Deed, as well as fully comply with all terms, conditions and restrictions of this Plan.

23. AUTHORITY'S RIGHTS TO CURE. The Authority may, at its option, advance and pay all amounts necessary to protect, preserve and retain the Unit as an Affordable Housing Unit subject to the terms of this Plan. All amounts so advanced and paid by the Authority shall become a lien against such Unit and shall have a priority higher than any lien except the First Purchase Money Mortgage lien and liens held by duly authorized government agencies. Such amounts may include, but are not limited to, insurance premiums, taxes, assessments (public or private) and liens which may be or become prior and senior to any First Purchase Money Mortgage as a lien on the Unit, or any part thereof. The Authority shall have the same priority of lien as was held by the First Mortgagee at the time the Township acquires such First Purchase Money Mortgage, and

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shall have the right of subrogation with respect to any other claim or lien it satisfies or acquires.

24. PROVISIONS FOR FIRST PURCHASE MONEY MORTGAGEES. (a) The terms and restrictions of this Plan shall be subordinate only to the First Purchase Money Mortgage lien on any Affordable Housing Unit 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 default as such remedies are set forth in the First Purchase Money Mortgage documents for the Unit. So long as the First Purchase Money Mortgage is not sold to the Federal National Mortgage Association or in the secondary mortgage market, the First Purchase Money Mortgagee and/or mortgage service shall serve written notice upon the Authority within ten (10) days after the First Purchase Money Mortgage is three months in arrears, and again within ten (10) calendar days of the filing of the complaint seeking Foreclosure of the First Purchase Money Mortgage held on an Affordable Housing Unit.

(b) The obligation of the First Purchase Money Mortgagee and mortgage servicer to notify the Authority shall cease automatically and immediately upon the sale of the First Purchase Money Mortgage to the Federal National Mortgage Association or in the secondary mortgage market unless the rules and regulations or guidelines of the Federal National Mortgage Association or other entity in the secondary mortgage market are so amended as not to prohibit or exclude placing such obligation upon the holder of the mortgage or its service representative, in which case, an instrument duly evidencing same must be recorded with the Office of the Register of Union County, New Jersey, before any such obligation shall exist. Provided that the First Purchase Money Mortgagee is obligated to give the Authority the above mentioned notices, the First Purchase Money Mortgagee shall also serve written notice of any proposed Foreclosure sale upon the Authority at least thirty (30) days prior to the first scheduled date of such sale. The First Mortgagee shall serve notice upon the Borough Clerk within thirty (30) days of the sale of the First Purchase Money Mortgage to the Federal National Mortgage Association or in the secondary mortgage market.

(c) The Authority shall have the right to purchase any mortgage which is in default at any time prior to the entry of a Foreclosure judgment, or within the redemption period thereafter. Notification of a default and of the institution of a Foreclosure action and of a Sheriff's sale shall be served in writing upon the Borough Clerk as aforesaid. The Authority shall at all times be considered a party in interest and shall have the right to be joined as a party defendant and/or shall have the right to intervene in any foreclosure action seeking Foreclosure of a first mortgage and/or shall have the right to redeem and acquire the Owner's equity of redemption or to acquire the Unit from the Owner

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upon terms and conditions consistent with this Plan and the rules promulgated by the Council.

25. PHASING SCHEDULE. The Affordable Housing Units shall be constructed in phases in accordance with the following schedule. Construction of the first twenty-five percent (25%) of the Development's market units which are located within the Borough (the "Borough Market Units") may be completed without receiving a Certificate of Occupancy for any Affordable Housing Units. Before completion of construction of the first Borough Market Unit to be built after Certificates of Occupancy are obtained for construction of the initial twenty-five percent (25%) of Borough Market Units, at least ten percent (10%) of Affordable Housing Units shall have been completed. Not more than fifty percent (50%) of the Borough Market Units shall be completed unless and until at least fifty percent (50%) of the Affordable Housing Units have been completed. Not more than seventy-five percent (75%) of the Borough Market Units in the Project shall be completed unless and until at least seventy-five percent (75%) of the Affordable Housing Units have been completed. Unless and until construction of all Affordable Housing Units have been completed, no more than ninety percent (90%) of the Borough Market Units may be completed. The above phasing provisions are set forth below:

Borough Market Units Completed		Affordable Housing Units Completed	
%	Units	%	Units
25%	9	0	0
25%+1	10	10%	2
50%	19	50%	7
75%	28	75%	10
90%	34	100%	13
100%	38	----	--

26. AFFIRMATIVE MARKETING PLAN. In accordance with Subchapter 15 of the Council's rules, the Developer shall formulate an affirmative marketing plan reasonably acceptable to the Authority. The Developer shall implement the affirmative marketing plan at least ninety (90) days before issuance of either temporary or permanent certificates of occupancy for the Affordable Housing Units and shall continue until all Affordable Housing Units are under contract for sale or leased.

27. SERVICE UPON AUTHORITY. Wherever in this Plan the Authority is authorized to receive letters, contracts or other documents, the Borough Clerk shall be the person to whom same are delivered.

28. CAPTION HEADINGS. All captions and headings in this Plan are for purposes of reference only and shall not affect the interpretation or construction of any provision of this Plan.

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29. SEVERABILITY. It is the intention of both the Authority and the Developer that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions hereof 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, at the time of recording of this instrument, is 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 unenforceablity, shall be deemed to apply retrospectively to this instrument, thereby operating to validate the provisions of this instrument which otherwise might be invalid and all parties whose interests are affected hereby covenant and agree 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.

30. CONTROLLING LAW. The term of this Plan shall be governed by and interpreted under the laws of the State of New Jersey.

31. AGREEMENT. The Developer shall construct the Affordable Housing Units and agrees that all Affordable Housing Units shall be sold, rented and marketed in accordance with the provisions of this Plan.

Dated: FEBRUARY 1, 1994

~~ATTEST:~~
WITNESS:

DEVELOPER:

PROVIDENCE DEVELOPMENT GROUP, INC.

By: _____
~~SYDNEY~~ W. KITSON, President

DB4055-0239

SCHEDULE I

New Jersey Council on Affordable Housing Housing
1992 Eligible Income by County

(Adjusted for Family Size) — Adopted by COAH 7/1/92

County	% Increase over 1991	Income	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Atlantic	3.80%	Moderate Low	19,824 12,390	22,656 14,160	25,488 15,930	28,320 17,700	30,586 19,116	32,851 20,532	35,117 21,948	37,382 23,364
Bergen	2.30%	Moderate Low	30,184 18,865	34,496 21,560	38,808 24,255	43,120 26,950	46,570 29,106	50,019 31,262	53,469 33,418	56,918 35,574
Burlington	0.50%	Moderate Low	23,184 14,490	26,496 16,560	29,808 18,630	33,120 20,700	35,770 22,356	38,419 24,012	41,069 25,668	43,718 27,324
Camden	0.50%	Moderate Low	23,184 14,490	26,496 16,560	29,808 18,630	33,120 20,700	35,770 22,356	38,419 24,012	41,069 25,668	43,718 27,324
Cape May	3.80%	Moderate Low	19,824 12,390	22,656 14,160	25,488 15,930	28,320 17,700	30,586 19,116	32,851 20,532	35,117 21,948	37,382 23,364
Cumberland	5.10%	Moderate Low	18,424 11,515	21,056 13,160	23,698 14,805	26,320 16,450	28,426 17,766	30,531 19,082	32,637 20,398	34,742 21,714
Essex	2.70%	Moderate Low	27,664 17,290	31,616 19,760	35,568 22,230	39,520 24,700	42,682 26,676	45,843 28,652	49,005 30,628	52,166 32,604
Gloucester	0.50%	Moderate Low	23,184 14,490	26,496 16,560	29,808 18,630	33,120 20,700	35,770 22,356	38,419 24,012	41,069 25,668	43,718 27,324
Hudson	0.00%	Moderate Low	19,768 12,355	22,592 14,120	25,416 15,885	28,240 17,650	30,499 19,062	32,758 20,474	35,018 21,886	37,277 23,298
Hunterdon	2.30%	Moderate Low	30,576 19,110	34,944 21,840	39,312 24,570	43,680 27,300	47,174 29,484	50,669 31,668	54,163 33,852	57,658 36,036
Mercer	4.80%	Moderate Low	28,336 17,710	32,384 20,240	36,432 22,770	40,480 25,300	43,718 27,324	46,957 29,348	50,195 31,372	53,434 33,396
Middlesex	2.30%	Moderate Low	30,576 19,110	34,944 21,840	39,312 24,570	43,680 27,300	47,174 29,484	50,669 31,668	54,163 33,852	57,658 36,036
Monmouth	1.10%	Moderate Low	25,704 16,065	29,376 18,360	33,048 20,655	36,720 22,950	39,658 24,786	42,595 26,622	45,533 28,458	48,470 30,294
Morris	2.70%	Moderate Low	27,664 17,290	31,616 19,760	35,568 22,230	39,520 24,700	42,682 26,676	45,843 28,652	49,005 30,628	52,166 32,604
Ocean	1.10%	Moderate Low	25,704 16,065	29,376 18,360	33,048 20,655	36,720 22,950	39,658 24,786	42,595 26,622	45,533 28,458	48,470 30,294
Passaic	2.30%	Moderate Low	30,184 18,865	34,496 21,560	38,808 24,255	43,120 26,950	46,570 29,106	50,019 31,262	53,469 33,418	56,918 35,574
Salem	0.50%	Moderate Low	23,352 14,595	26,688 16,680	30,024 18,765	33,360 20,850	36,029 22,518	38,698 24,186	41,366 25,854	44,035 27,522
Somerset	2.30%	Moderate Low	30,576 19,110	34,944 21,840	39,312 24,570	43,680 27,300	47,174 29,484	50,669 31,668	54,163 33,852	57,658 36,036
Sussex	2.70%	Moderate Low	27,664 17,290	31,616 19,760	35,568 22,230	39,520 24,700	42,682 26,676	45,843 28,652	49,005 30,628	52,166 32,604
Union	2.70%	Moderate Low	27,664 17,290	31,616 19,760	35,568 22,230	39,520 24,700	42,682 26,676	45,843 28,652	49,005 30,628	52,166 32,604
Warren	0.00%	Moderate Low	21,616 13,510	24,704 15,440	27,792 17,370	30,880 19,300	33,350 20,844	35,821 22,388	38,291 23,932	40,762 25,476

State median = $47200
% 1991-1992 change = 1.94%

Source: (1) Four person median income figures are the U.S. Department of Housing and Urban Development (HUD) estimates as of May 1, 1992
(2) Family size adjustments were made by the New Jersey Housing and Mortgage FinanceAgency (HMFA) the HUD family size adjust- -t methodology for their 80 % of median income.

RECORD AND RETURN TO:

PITNEY, HARDIN, KIPP & SZUCH

ATTN: Joel M. Rosen, Esq.
PARK AVENUE AT MORRIS COUNTY
P.O. BOX 1945
MORRISTOWN, NJ 07962-1945

07797

218.00 pd.

DB4055-0241

END OF DOCUMENT

APPENDIX L

Elizabeth Barabash Manor

- 1994 Lease

AGREEMENT OF LEASE

THIS AGREEMENT made this 27 day of June 1994, by and between

BOROUGH OF NEW PROVIDENCE, IN THE COUNTY OF UNION, a municipal corporation of the State of New Jersey, hereinafter referred to as the Lessor;

and

CHURCH COALITION FOR NEW PROVIDENCE AFFORDABLE HOUSING CORPORATION (CCNPAH CORP.) a non-profit New Jersey corporation, having its principal office at 35 Ashwood Road, New Providence, New Jersey 07974, hereinafter referred to as the Lessee;

WITNESSETH:

That the Lessor does hereby lease to the Lessee and the Lessee does hereby let from the Lessor the following premises:

A portion of Lot 14 in Block 50 as shown on the Tax Map of the Borough of New Providence, in the County of Union, and State of New Jersey, more particularly described in Schedule "A" annexed hereto,

For a term of 30 years, commencing on March 1, 1995 and ending on February 28, 2025, to be used only for the purpose of construction and operation of 22 apartment units and appurtenances as shown in plans prepared by Gregory R. Arner, Architect, which have been furnished to the Lessors. The term of this lease may commence at an earlier date by Agreement of the parties. The lease may only commence upon satisfactory proof to the Lessor that the Lessee has arranged adequate financing for construction of the 22 apartment unit complex and appurtenances as aforesaid.

THE LEASE is made upon the following covenants and conditions:

FIRST: The Lessee covenants and agrees to pay to the Lessor the sum of ONE ($1.00) DOLLAR per year payable in advance at the beginning of each year of the lease. No real estate taxes shall be payable by the Lessee.

SECOND: Permitted Use--Construction and operation of apartments rented to low income*senior citizen tenants. Rentals must be sufficient to pay all debt service and operating costs

*"Low income" as used throughout this lease means up to 60% of median income.

of the facility, including utilities not paid directly by tenants, property insurance, maintenance, repairs, and other management expenses.

THIRD: Lessee shall keep premises insured for general liability in amount set forth below and property insurance covering interest of the Borough in amount equal to replacement.

FOURTH: The Lessee assumes all risks of or liability for injury to persons and damage to property incurred or alleged to be incurred through the use of the premises or on account of any condition existing on the premises and shall indemnify and save harmless and defend the Borough, its elected and appointed officers, employees and agents from or against any and all expenses resulting from or in connection with claims, demands, actions, suits and judgments which may be made, instituted or recovered against the Borough of New Providence, its elected or appointed officers, employees or agents, on account of injuries to person or persons (including death at any time), damage to property, goods or materials alleged to have been sold and delivered, work alleged to have been performed, or on account of any other claim alleged to have occurred or arisen through or in connection with the use of the premises, whether such claim is alleged to have arisen as the result of the act or failure of the lessee or act or failure of any other person. The Lessee, at its expense, will from time to time furnish the Borough with, and keep in force and effect for the full term of this agreement, liability and property damage insurance in the usual form and for the following amounts or such other amounts as may be required by the Borough:

$500,000.00 per person
$500,000.00 per accident
$5,000 - $100,000 property damage.

The Borough shall be named as an additional insured on such policy or policies. Copies of all current policies shall be furnished to the Borough as they are issued.

FIFTH: Lessee shall keep premises in good repair at all times.

SIXTH: Lessee shall pay all liens and make timely periodic payments on mortgage indebtedness and other indebtedness incurred in construction of buildings.

SEVENTH: Lessor has the right to terminate the lease in event of any default in any term of this lease by Lessee

continued for more than 30 days after notice of said default to Lessee and the mortgagee(s) and other investors whose names and addresses are on file with the lessor, each of which shall have the right to cure such default. Default shall occur upon failure of the Lessee to provide for payment of all mortgage indebtedness, repairs, maintenance, insurance and competent management of the project, and failure to comply with any of these requirements shall be cause for termination of the lease, as aforesaid, but in that event the Lessor shall use the rentals for the payment of all mortgage indebtedness and other obligations set forth herein. In addition,upon the full payment of the mortgage indebtedness and all other debts connected with the premises in question, the Lessor shall have the right to terminate the lease and assume operation of the project.

EIGHTH: Assignment of the lease may be made to any organization which is competent to administer the project in the same manner as CCNPAH Corp., subject to approval of the Lessor, which shall not be unreasonably withheld.

NINTH: Lessor acknowledges that this lease is or will be subordinate to the rights of institutional mortgagees in total amount of $800,000.00 for a 30-year period and/or limited partner investors for up to 30 years.

TENTH: In the event that Lessee holds over after expiration of the lease without renewal, all obligations of the Lessee shall continue in full force and effect, but the lease shall be treated as one from year to year, terminable on one year's notice in writing.

ELEVENTH: The Lessor requires that residential occupancy shall extend on a continuing basis to low-income senior citizens who have been residents of the Borough of New Providence for at least one year prior to application for residency within the project. In the event that there shall exist at any time an inability to fill the premises with qualified Borough residents, next preference shall be granted to qualified parents of residents of the Borough of New Providence, and only after determination that said sources of residency are exhausted shall other low-income senior citizens be considered for tenancy.

TWELFTH: Construction contracts must provide for a performance bond from the general contractors insuring to the benefit of the Lessor and Lessee in the full amount of such contract and said contracts shall be subject to and contain all such

requirements as may be reasonably required by the Borough in respect to the construction of said project as public property.

THIRTEENTH: Prior to the commencement of construction, CCNPAH will furnish to the Borough in writing a list of New Providence residents who express an interest in occupying residences within the project and who will qualify under existing Federal and State guidelines for low-income housing.

FOURTEENTH: Lessee will in its proposal to the Lessor provide a detailed statement as to the manner and mode in which the project shall be maintained and managed over the course of its responsibility so that no public funds will be necessary for same. In this respect, Lessee must reveal to the Lessor in writing the corporate structure of Lessee and the specific nature of the entity which will control the management of said project while it is under its control and management.

FIFTEENTH: Lessee and its assigns shall be at all times subject to and shall comply with all the ordinances, codes, rules and regulations and orders of the Borough of New Providence and the State of New Jersey, particularly the sanitary requirements and fire and police requirements, and shall pay all fees in connection with the construction, operation and maintenance of the premises and its facilities. Officials and designated personnel of the Borough of New Providence shall at all times have access to the premises and records for the purpose of checking the observance of all the provisions of this agreement and enforcing the same.

SIXTEENTH: It is the intention of the Lessee to maintain and coordinate its leasing policy with the Housing Board of the Borough of New Providence. In the event that there is any substantive change in the nature of use of the building, the Lessor may terminate the lease but will continue to use the premises for the same purpose as set forth in this lease for the useful life of the building.

SEVENTEENTH: An annual report and audit will be timely provided to the Borough by the Lessee.

EIGHTEENTH: Moneys received from the development fee will be used exclusively for expenditures connected with the operation and maintenance and/or capital improvements of the building, provided that if the Lessee wishes to use such funds for any affordable housing, it shall first obtain approval of such expenditure from the Lessor.

NINETEENTH: This lease is subject to site plan and subdivision approval by the Planning Board of the Borough of New Providence.

TWENTIETH: The Mayor of the Borough of New Providence shall have the right to appoint two members of the Board of Trustees of the Lessee.

IN WITNESS WHEREOF, the Borough of New Providence and Church Coalition for New Providence Affordable Housing Corporation have caused these presents to be signed by its Mayor and President, respectively, and attested by its Borough Clerk and Secretary, respectively, the day and year first above written.

ATTEST:

Wendi B. Barry
Wendi B. Barry
Borough Clerk

BOROUGH OF NEW PROVIDENCE,
IN THE COUNTY OF UNION

By: Harold A. Weideli
HAROLD A. WEIDELI, JR., Mayor

CHURCH COALITION FOR NEW PROVIDENCE AFFORDABLE HOUSING CORPORATION

Wilma Nenninger
Wilma Nenninger
Secretary

By: John M. Barstow
JOHN M. BARSTOW, President

STATE OF NEW JERSEY, COUNTY OF U n i o n: ss.:

BE IT REMEMBERED, that on June 29th 1994, before me, the subscriber, personally appeared **WENDI B. BARRY,** who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Borough Clerk of the Borough of New Providence, in the County of Union, the corporation named in the within Instrument; that **HAROLD A.WEIDELI, JR.** is the Mayor of said corporation; that the execution, as well as the making of this Instrument, has been duly authorized by vote of the Borough Council of the Borough of New Providence, in the County of Union; that deponent well knows the corporate seal of said corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Mayor as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

Sworn to and Subscribed before me the date aforesaid.

Wendi B. Barry
WENDI B. BARRY

Grace D. Marshall

GRACE D. MARSHALL
Notary Public of New Jersey
My Commission Expires July 12, 1998

STATE OF NEW JERSEY, COUNTY OF U n i o n: ss.:

I CERTIFY, that on June 9 1994, **WILMA NENNINGER,**

personally came before me and this person acknowledged under oath, to my satisfaction, that:

a) this person is the Secretary of **CHURCH COALITION FOR NEW PROVIDENCE AFFORDABLE HOUSING CORPORATION** the corporation named in the attached document;

b) this person is the attesting witness to the signing of this document by the proper corporate officer who is **JOHN M. BARSTOW** the President of the corporation;

c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a property resolution of its Board of Directors;

d) this person knows the proper seal of the corporation which was affixed to this document; and

e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me the date aforesaid.

Wilma Nenninger
WILMA NENNINGER

Rose M. Guarino

ROSE M. GUARINO
NOTARY PUBLIC OF NEW JERSEY
My Commission expires July 14, 1998

SCHEDULE "A"

Premises situate, lying and being in the Borough of New Providence, in the County of Union and State of New Jersey, more particularly described as follows:

BEGINNING at a point of intersection of the southerly side line of Elkwood Avenue and the westerly side line of Academy Street, thence running

(1) South 12 degrees 24 minutes 24 seconds East along the westerly side line of Academy Street 142.50 feet to a point; thence

(2) along a new line South 78 degrees 37 minutes 00 seconds West 108.33 feet to a point; thence

(3) along a new line North 12 degrees 28 minutes 20 seconds West 21.00 feet; thence

(4) along a new line South 77 degrees 31 minutes 40 seconds West 58.00 feet; thence

(5) along a new line South 74 degrees 30 minutes West 51.25 feet; thence

(6) North 09 degrees 44 minutes 00 seconds West 111.04 feet to the aforementioned southerly side line of Elkwood Avenue; thence

(7) along the said southerly sideline of Elkwood Avenue, North 74 degrees 30 minutes 00 seconds East 212.65 feet to the point and place of BEGINNING.

AGREEMENT OF LEASE

Between:

BOROUGH OF NEW PROVIDENCE,
IN THE COUNTY OF UNION,
a municipal corporation
of the State of New Jersey,
Lessor;

-and-

CHURCH COALITION FOR NEW
PROVIDENCE AFFORDABLE
HOUSING CORPORATION,
a non-profit New Jersey
corporation, Lessee;

DATED: 1994.

JUAN J. RYAN, ESQ.
1351 Springfield Avenue
New Providence, NJ 07974
(908) 464-2264

FIRST AMENDMENT TO LEASE

The provisions of the Ordinance of the Borough of New Providence authorizing this lease are incorporated herein by reference as though fully set forth and constitute additional terms and conditions hereof.

ATTEST:

Wendi B. Barry
Borough Clerk

BOROUGH OF NEW PROVIDENCE,
IN THE COUNTY OF UNION

By: _____
HAROLD WEIDELI, JR., MAYOR

CHURCH COALITION FOR NEW PROVIDENCE
AFFORDABLE HOUSING CORPORATION

Wilma Nenninger
Secretary

By: _____
JOHN M. BARSTOW, President

APPENDIX M

Group Homes

- Our House
- Community Action Independent Living
- Union County Arc I
- Union County Arc II
- Arc of Union County

Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey

Municipality: New Providence County: Union

Sponsor: Our House, Inc. Developer: Our House, Inc.

Block: 111 Lot: 29 Street Address: 32 Pine Way

Facility Name: Pine Way group home

Section 1: Type of Facility:

- ☑ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☐ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project :

- ☐ Capital Application Funding Unit $_____
- ☐ HMFA Special Needs Housing Trust Fund $_____
- ☐ Balanced Housing – Amount $_____
- ☑ HUD – Amount $ 57,810 Program HOME
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☑ Other – Please specify: DDD Fire alarm

☐ For proposed projects, please submit a pro forma
☐ Municipal resolution to commit funding, if applicable
☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households _____
Low-income clients/households _____
Moderate-income clients/households _____
Market-income clients/households _____

Section 4: For permanent supportive housing:

Total # of units 4, including: Residents meet HOME program income levels

of very low-income units _____
of low-income units _____
of moderate-income units _____
of market-income units _____

Section 5:

Length of Controls: 15 years

Effective Date of Controls: 5/__/2018

Expiration Date of Controls: 5/__/2033

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

Section 6: Purchased 1982

CO Date: __/__/__

For licensed facilities, indicate licensing agency:

☑ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF

☐ Other _____

Initial License Date: __/__/__

Current License Date 8/31/2018

Section 7:

Has the project received project-based rental assistance? ___Yes ✓No; Length of commitment: NA

Other operating subsidy sources: _____; Length of commitment: NA

Is the subsidy renewable? ___Yes ___No NA

Section 8: The following verification is attached:

- ☑ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ✓Yes ___No

Population Served (describe): developmentally disabled

Age-restricted? ___Yes ✓No

Accessible (in accordance with NJ Barrier Free Subcode)? ✓Yes ___No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☑ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

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

Certified by: Claire Daniels — Project Administrator — Date: 6-7-19

Certified by: _____ — Municipal Housing Liaison — Date: _____

103—DEED - BARGAIN AND SALE (COVENANT AGAINST GRANTOR) IND. TO IND. OR CORP. G R S T COPYRIGHT© 1965 BY ALL-STATE LEGAL SUPPLY CO. 269 SHEFFIELD STREET, MOUNTAINSIDE, N.J. 07092

29788

This Deed, *made the* 21st *day of* April *19* 82 ,

Between WILLIAM W. CARLOUGH, JR. and HARRIETTE E. CARLOUGH

respectively residing at 23 Magnolia Drive, in the Borough of New Providence, County of Union, State of New Jersey, and

~~xxxxxxxxx~~ 32 Pine Way *in the* Borough *of* New Providence *in the County of* Union *and State of* New Jersey *herein designated as the Grantors,*

And

OUR HOUSE, INC.

residing or located at 24 Beechwood Road *in the* City *of* Summit *in the County of* Union *and State of* New Jersey *herein designated as the Grantees;*

Witnesseth, *that the Grantors, for and in consideration of*

ONE HUNDRED THIRTY-NINE THOUSAND and no/100 ($139,000.00).....DOLLARS

lawful money of the United States of America, to the Grantors in hand well and truly paid by the Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the Grantors being therewith fully satisfied, do by these presents grant, bargain, sell and convey unto the Grantees forever,

All that *tract or parcel of land and premises, situate, lying and being in the* Borough *of* New Providence *in the County of* Union *and State of New Jersey, more particularly described herein.*

Tax Map Reference

(NJS 46: 15-2.1) Municipality of: New Providence *Account No.*
Block No. 111 *Lot No.* 29
☐ *No property tax identification number is available on date of this deed. (Check box if applicable.)*

BEGINNING at a point in the westerly side line of Pine Way therein distant 298.49 feet northerly from the intersection of the said westerly side of Pine Way with the northerly side of Springfield Avenue, from said point of beginning running thence (1) North 87 degrees 28 minutes 5 seconds West 199.69 feet; thence (2) North 7 degrees 48 minutes 40 seconds East 210.17 feet; thence (3) South 84 degrees 34 minutes 15 seconds East 172.01 feet to the westerly side of Pine Way; thence (4) along the westerly side of Pine Way southerly on a curve to the left having a radius of 425 feet a distance of 167.24 feet; thence (5) still along the westerly side of Pine Way southerly on a curve to the right having a radius of 375 feet a distance of 34.92 feet to the point or place of BEGINNING.

COMMONLY known as 32 Pine Way, New Providence, New Jersey.

BEING the same premises conveyed to William W. Carlough, Jr. and Harriette E. Carlough by Deed of William T. McKee, Widower, dated July 14, 1972 and recorded July 17, 1972 in Book 2950 of Deeds for Union County at Page 681.

RECEIVED & RECORDED UNION COUNTY, N.J. APR 21 11 11 AM '82 3284 772 Richard P. Hatfield REGISTER

COUNTY OF UNION
CONSIDERATION $139,000.
REALTY TRANSFER FEE $486.50
4/21/82 BY

BK 3284 PG 772

Together *with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof;* **And also** *all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantors both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances.* **To Have and to Hold** *all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.*

And *the Grantors covenant that they have not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.*

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, *the Grantors have hereunto set their hands and seals the day and year first above written.*

Signed, Sealed and Delivered in the presence of

Vincent J. McMann, Jr.

WILLIAM W. CARLOUGH, JR. (L.S.)

HARRIETTE E. CARLOUGH (L.S.)

State of New Jersey, County of UNION } ss.: **Be it Remembered,** *that on* April 1, *19* 82, *before me, the subscriber,* an Attorney at Law of New Jersey *personally appeared* WILLIAM W. CARLOUGH, JR. and HARRIETTE E. CARLOUGH

who, I am satisfied, are *the person s named in and who executed the within Instrument, and thereupon* they *acknowledged that* they *signed, sealed and delivered the same as* their *act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1 (c), is $* 139,000.00.

Prepared by:
Vincent J. McMann, Jr.

Vincent J. McMann, Jr., an Attorney at Law of New Jersey

29788

Deed

WILLIAM W. CARLOUGH and
HARRIETTE E. CARLOUGH

TO

OUR HOUSE, INC.

Dated April 1 *19* 82

O'GORMAN, MC MANN & TROXELL
414 Main Street
Chatham, New Jersey 07928

DEMPSEY, DEMPSEY & SHEEHAN
387 Springfield Avenue
Summit, New Jersey 07901
(201) 277-0388

RF 486.50 14.00 chg

BK 3284 PG 774

END OF DOCUMENT

DEED RESTRICTION

HOME INVESTMENT PARTNERSHIPS PROGRAM
COUNTY OF UNION, NEW JERSEY

A DECLARATION OF COVENANTS, CONDITIONS AND DEED RESTRICTIONS FOR THE PROPERTY LOCATED AT: 58 Pine Way, New Providence, N.J. 07974

This **DECLARATION** is made on this 29th day of May 2018,
by, Our House, Inc. owner of the property located at Block 111, Lot 29, in the Borough of New Providence.

WHEREAS, the Owner of the above Property has entered into an Owner's Agreement dated, August 8, 2013, the "Agreement") with the COUNTY OF UNION, New Jersey and the UNION COUNTY HOME PROGRAM, an instrumentality of Union County (collectively referred to as the "County") for funding under the HOME Investment Partnerships Program to assist in the rehabilitation of housing on the Property; and

WHEREAS, the Property in question was obtained by the Deed from William and Harriett Carlough, on April 1, 1982, duly recorded in the office of the Union County Clerk Mortgage in Deed book 3284, page 772, as evidence by copy of same attached.

WHEREAS, The County, has supported the rehabilitation/construction cost of the property through providing financial support and other tangible measures designed to assist in the completion of the project; and

WHEREAS, the HOME Investment Partnerships Program under the provisions of the National Affordable Housing Act of 1990 and its implementing regulations codified at 24 C.F.R. Part 92 (hereinafter referred to as the "Program") provides for the utilization of funding for purposes of providing affordable housing for households with low incomes in accordance with provisions of the Program; and

WHEREAS, the County has established a HOME Investment Partnerships Program and related guidelines under the Program; and

WHEREAS, pursuant to the Program, the project to be constructed on the property has been designated as subject to affordable housing requirements as defined by the Program; and

WHEREAS, the purpose of this Declaration is to ensure that the described project remains affordable to low income eligible households for that period of time described in SECTION II, TERM OF RESTRICTION; and

WHEREAS, The Agreement requires that the affordable housing guidelines set forth in 24 C.F. R. Section 92.252 must be enforced by a deed restriction and covenants running with the land; and

NOW, THEREFORE, for good and valuable consideration received, the Owner hereby declares this covenant and warrants that the affordability controls, as set forth in 24 C.F.R. Section 92.252 and/or 24 C.F.R. Section 92.254, and the terms and conditions of the Agreement constitute a valid and binding deed restriction and condition on the use, sale, resale and rental of the Property, and are recorded so as to bind the Owner and to notify all future purchasers successors and lienholders that this Property is encumbered with affordability controls; and by this Declaration, the Owner and Lessee agree to restrict the rental of the housing unit to low income eligible households as determined by the County for the specified period of time.

I. PROPERTY DESCRIPTION

This Agreement applies to the Owner interest in the real property commonly known as:

Street Address: 32 Pine Way

Block: 111 Lot: 29 Municipality: New Providence

County: Union State: New Jersey

II. TERM OF RESTRICTION

The terms, restrictions and covenants of this Declaration shall run for a period of 15 years, from project completion pursuant to HOME Investment Partnerships program affordability requirements set forth in Subpart (f).

III. RESTRICTION

The Owner's right, title and interest in the property and the use, sale, resale, transfer of title and rental of the property are subject to the affordability controls set forth in 24 C.F.R. Part 92.252 and/or 24 C.F.R. Part 92.254 for the entire period of the term.

The Owner's right, title, and interest in this property and the use, sale, resale and rental of this property are further subject to the terms, conditions, restrictions, limitations and provisions as set forth in the HOME Investment Partnerships Program Agreement dated August 8, 2013, which is on file with the Agency.

IV. REQUIREMENTS

a. This Declaration shall be recorded with the recording office of the County in which the affordable housing unit or units are located. The Declaration shall be filed prior to the disbursement of any HOME Program funds.

b. A repayment mortgage and a repayment note shall be executed between the Owner and the County. The repayment mortgage shall be recorded with the Office of the Union County Clerk.

V. COVENANTS RUNNING WITH LAND

It is agreed and acknowledged that the covenants, conditions and restrictions set forth in this Declaration constitute covenants running with the land with respect to the Property and shall bind the Owner any subsequent purchasers and lien holders and their heirs, assigns and any persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Declaration as set forth herein.

VI. OWNER/LESSEE RESPONSIBILITIES

a. The Owner shall notify the County in writing no less than ninety (90) days prior to any proposed sale or intent to sell or transfer the property. The Owner shall not execute any purchase agreement, convey title or otherwise deliver possession of the property without the prior written approval of the County.

b. The Owner shall not be permitted to place superior liens on the property without the approval of the County, which consent will not be unreasonably withheld.

VII. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Declaration by the Owner, the County shall have the right to seek all remedies provided at law or equity, including the right to seek injunctive relief or specific performance. It is hereby recognized by both parties to this Declaration that any breach will cause irreparable harm to the County, in light of the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of this Declaration or the Agreement, the County shall have all remedies provided at low 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/or specific performance.

VIII. INTERPRETATION OF THIS AGREEMENT

The terms of this Declaration shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the HOME Investment Partnerships Program for the duration of this Declaration and to ensure that the purchase price, mortgage payments and rents of designated affordable housing units remain affordable to low income eligible households as defined herein.

Dated: 5-29-18

Our House, Inc.
Michele Del Corsano (Print Name), President + CEO Title
Subgrantee

Dated:

Edward T. Oatman, COUNTY MANAGER
County of Union

CORPORATE ACKNOWLEDGEMENT

STATE OF New Jersey, COUNTY OF Union, ss.:

I CERTIFY that on May 29, 2018,

Michele Del Corsano, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;

(b) was authorized to and did execute this instrument as President + CEO (*title*) of Our Hoose, Inc., the entity named in this instrument; and,

(c) executed this instrument as the act of the entity named in this instrument.

Catherine Colford

Notary Public, State of New Jersey

CATHERINE COLFORD
Notary Public of New Jersey
My Commission Expires Dec. 2, 2019

CORPORATE ACKNOWLEDGEMENT

STATE OF New Jersey, COUNTY OF Union, ss.:

I CERTIFY that on _____, 20___,

Edward T. Oatman, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;

(b) was authorized to and did execute this instrument as County Manager (*title*) of **The County of Union**, the entity named in this instrument; and,

(c) executed this instrument as the act of the entity named in this instrument.

_____

(Print name and title below signature)
James E. Pellettiere, Clerk of Board
Union County Board of Chosen Freeholders

_____

Approved as to Form
Robert E. Barry Esq.

RECORD AND RETURN TO:

Jim Heim, Community Organization Specialist
Department of Parks & Community Renewal
Division of Planning & Community Development,
2nd Floor
Union County Administration Building
10 Elizabethtown Plaza
Elizabeth, N. J. 07207

"109—DEED – BARGAIN AND SALE (COVENANT AGAINST GRANTOR) (IND. TO IND. OR CORP.

G R S T COPYRIGHTED 1965 BY ALL-STATE LEGAL SUPPLY CO. 269 SHEFFIELD STREET, MOUNTAINSIDE, N.J. 07092

29788

This Deed, made the 1st day of April 19 82 ,

Between WILLIAM W. CARLOUGH, JR. and HARRIETTE E. CARLOUGH

respectively residing at 23 Magnolia Drive, in the Borough of New Providence, County of Union, State of New Jersey, and

residing at 32 Pine Way in the Borough of New Providence in the County of Union and State of New Jersey herein designated as the Grantors,

and

OUR HOUSE, INC.

residing or located at 24 Beechwood Road in the City of Summit in the County of Union and State of New Jersey herein designated as the Grantee;

Witnesseth, that the Grantors, for and in consideration of

ONE HUNDRED THIRTY-NINE THOUSAND and no/100 ($139,000.00) .....DOLLARS

lawful money of the United States of America, to the Grantors in hand well and truly paid by the Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the Grantors being therewith fully satisfied, do by these presents grant, bargain, sell and convey unto the Grantees forever,

All that tract or parcel of land and premises, situate, lying and being in the Borough of New Providence in the County of Union and State of New Jersey, more particularly described herein.

Account No.

Tax Map Reference

(N.J.S.A. 46:15-2.1) Municipality of: New Providence
Block No. 111 Lot No. 29
☐ No property tax identification number is available on date of this deed. (Check box if applicable.)

BEGINNING at a point in the westerly side line of Pine Way therein distant 298.49 feet northerly from the intersection of the said westerly side of Pine Way with the northerly side of Springfield Avenue, from said point of beginning running thence (1) North 87 degrees 28 minutes 5 seconds West 199.69 feet; thence (2) North 7 degrees 48 minutes 40 seconds East 210.17 feet; thence (3) South 84 degrees 34 minutes 15 seconds East 172.01 feet to the westerly side of Pine Way; thence (4) along the westerly side of Pine Way southerly on a curve to the left having a radius of 425 feet a distance of 167.24 feet; thence (5) still along the westerly side of Pine Way southerly on a curve to the right having a radius of 375 feet a distance of 34.92 feet to the point or place of BEGINNING.

COMMONLY known as 32 Pine Way, New Providence, New Jersey.

BEING the same premises conveyed to William W. Carlough, Jr. and Harriette E. Carlough by Deed of William T. McKee, Widower, dated July 14, 1972 and recorded July 17, 1972 in Book 2950 of Deeds for Union County at Page 681.

RECEIVED & RECORDED UNION COUNTY, N.J. APR 21 11 11 AM '82 3284 772 Richard P. Hutton REGISTER

COUNTY OF UNION
CONSIDERATION $139,000.00
CITY TRANSFER FEE $ 486.50
4/21/82 BY

BK 3284 PG 772

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantors both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantors covenant that they have not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Vincent J. McMann, Jr.

WILLIAM W. CARLOUGH, JR. (L.S.)

HARRIETTE E. CARLOUGH (L.S.)

State of New Jersey, County of UNION } ss.: Be it Remembered,
that on April 1, 19 82, before me, the subscriber, an Attorney at Law of New Jersey
personally appeared WILLIAM W. CARLOUGH, JR. and HARRIETTE E. CARLOUGH

who, I am satisfied, are the person s named in and who executed the within Instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1 (c), is $ 139,000.00.

Prepared by:
Vincent J. McMann, Jr.

Vincent J. McMann, Jr., an Attorney at Law of New Jersey

29788

Deed

WILLIAM W. CARLOUGH and
HARRIETTE E. CARLOUGH

TO

OUR HOUSE, INC.

Dated April 1 *19* 82

O'GORMAN, MC MANN & TROXELL
414 Main Street
Chatham, New Jersey 07928

DEMPSEY, DEMPSEY & SHEEHAN
387 Springfield Avenue
Summit, New Jersey 07901
(201) 277-0388

pf 48658 14.00 chg

#3284 rc 774

END OF DOCUMENT

MORTGAGE

This Mortgage is made on May 29, 2018, **between** Our House, Inc. referred to as "**Subgrantee**", and, the County of Union, County Administration Building, Elizabeth, New Jersey 07207, referred to as the "**County**".

MORTGAGE NOTE. Subgrantee promises to pay **$57,810.00** (called "principal"),plus interest in accordance with the terms of a Note dated April ___, 2018 (referred to as the "Note") together with any extensions or renewals thereof. The Note provides for the accrual of interest at a rate of **zero (0)%** per annum. All sums owed under the Note are due no later than the date of HOME project completion as defined in Subpart (f) of the Regulations. All terms of the Note are made a part of this Mortgage.

PROPERTY MORTGAGED. The properties mortgaged to the County (called the "Property") is located in the Borough of New Providence, County of Union, and State of New Jersey. The Property is commonly know as 32 Pine Way and is designated on the tax maps of the Municipality as Block 111, Lot 29. The Property includes the land, buildings fixtures, equipment and improvements contained thereon.

RIGHTS GIVEN TO COUNTY. Subgrantee mortgages the Property to the County. This means that the Subgrantee gives the County those rights stated in this Mortgage and also those rights the law gives to lenders who hold mortgages on real property.

1. **SUBGRANTEE PROMISES TO THE COUNTY THAT:**

   (a) Subgrantee will comply with all of the terms of the Note, the HOME Investment Partnerships Program Assistance Agreement ("Agreement") and this Mortgage, and any other agreements executed between the parties.

   (b) Subgrantee will make all payments required by the Note and this Mortgage.

   (c) Subgrantee warrants title to the premises. This

means the Subgrantee owns the Property and will defend its ownership against all claims.

(d) Subgrantee will pay all liens, taxes, assessments and other government charges made against the Property when due. The Subgrantee will not claim any deduction from the taxable value of the Property because of this Mortgage. The Subgrantee will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.

(e) Subgrantee must maintain extended coverage insurance on the Property. The County may also require that the Subgrantee maintain flood insurance or other types of insurance. The insurance companies, policies, amounts and types of coverage must be acceptable to the County. The Subgrantee will notify the County in the event of any substantial loss or damage. The County may then settle the claim on the Subgrantee's behalf if Subgrantee fails to do so. All payments from the insurance company must be payable to the County under a "standard mortgage clause" in the insurance policy. The County may use any proceeds to repair and restore the Property or to reduce the amount due under the Note and this Mortgage. This will not delay the due date for any payment under the Note and this Mortgage.

(f) Subgrantee will keep the Property in good repair, neither damaging nor abandoning it. The Subgrantee will allow the County to inspect the Property upon reasonable notice, in order to fulfill its obligations under the Agreement.

(g) Subgrantee will use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

2. **EMINENT DOMAIN.** If all or part of the Property is taken by a government entity for public use, the Subgrantee agrees that any compensation be given to the County. The County will use this to repair and restore the Property, or to reduce the amount owed on the Note and this Mortgage if repair and

restoration is not practical, in County's sole determination. Any remaining balance will be paid to the Subgrantee.

3. **DEFAULT.** The County may declare that the Subgrantee is in default on the Note and this Mortgage, if:

(a) the Subgrantee fails to keep any promise the Subgrantee makes in the Note, or this Mortgage;

(b) the ownership of the property is changed for any reason;

(c) the holder of any lien on the Property starts foreclosure proceedings;

(d) Subgrantee fails to comply with the affordability requirements set forth in Subpart F of the HOME Investment Partnerships Program (24 CFR Part 92) ("Regulations") during the period commencing with project completion, as defined in the Regulations and ending years thereafter; except that, upon foreclosure by any other lender, or a transfer to a lender in lieu of foreclosure, the affordability requirements shall be terminated if the lender that is foreclosing or to whom the Property is being transferred recognizes any contractual or legal rights of public agencies, non-profits sponsors or others to take actions that would preserve the low income nature of the Property; provided the affordability requirements shall be revived if, during the original affordability period, the Subgrantee or any entity that includes the Subgrantee or the principals or family members of the Subgrantees obtain any ownership interest in the Property.

(e) bankruptcy, insolvency or receivership proceedings are started by or against any of the Subgrantees;

(f) the Subgrantee defaults in any other obligation to the County or any prior lender.

4. **PAYMENTS DUE UPON DEFAULT.** If the County declares that the Subgrantee is in default, the Subgrantee must immediately

pay the full amount of all unpaid principal, interest, other amounts due on the Note and this Mortgage and the County's costs of collection and reasonable attorney's fees.

5. **COUNTY'S RIGHTS UPON DEFAULT.** If the County declares that the Note and this Mortgage are in default, the County will have all rights given by law or set forth in this Mortgage. This includes the right to do any one or more of the following:

(a) take possession of and manage the property, including the collection of rents and profits;

(b) have a court appoint a receiver to accept rent for the property (the Subgrantee consents to this);

(c) start a court action, known as foreclosure, which will result in a sale of the property to reduce the Subgrantee's obligations under the Note and this Mortgage; and

(d) sue the Subgrantee for any money that the Subgrantee owes the County. The Subgrantee shall also be responsible for any and all costs and expenses, including reasonable attorneys fees incurred by the County.

6. **NOTICES.** All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the address given in this Mortgage. Address changes may be made upon notice to the other party.

7. **NO WAIVER BY COUNTY.** County may exercise any right under this Mortgage or under any law, even if County has delayed in exercising that right. County does not waive its right to declare that the Subgrantee is in default by making payments or incurring expenses on the Subgrantee's behalf.

8. **PERSONS LIABLE.** This Mortgage is legally binding upon the Subgrantee, its successors or assigns.

9. **NO ORAL CHANGES.** This Mortgage can only be changed by an agreement in writing signed by both the Subgrantee and the County.

10. **COPY RECEIVED.** THE SUBGRANTEE ACKNOWLEDGES RECEIPT OF

A TRUE COPY OF THIS MORTGAGE WITHOUT CHARGE.

ATTEST or WITNESS:

Diane Driscoll
Signature of Witness

Diane Driscoll
(Print Name Here of Witness)

Our House, Inc.
Subgrantee

BY: Michele Del Corsano
President + CEO, Title

Michele Del Corsano
Signature

STATE OF NEW JERSEY)
) SS.:
COUNTY OF Union)

I CERTIFY that on May 29, 2018, Michele Del Corsano personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) Was the maker of the attached instrument;
(b) Was authorized to and did execute this instrument as President + CEO (title) of Our House, Inc., the entity named in this instrument; and,
(c) Executed this instrument as the act of the entity named in this instrument.

Catherine Colford
Notary Public or Attorney at Law

CATHERINE COLFORD
Notary Public of New Jersey
My Commission Expires Dec. 2, 2019

MORTGAGE	Dated:
Our House, Inc. (Subgrantee) to UNION COUNTY, NEW JERSEY **(County)**	**RECORD AND RETURN TO:** Dept. of Economic Development Division of Planning and Community Development Bureau of Housing County Administration Building 3rd Floor Elizabeth, NJ 07207 Attention: Jim Heim

To the County Recording Officer of Union County:

This Mortgage is fully paid. I authorize you to cancel it of record.

Dated:_____.

I certify that the signature of the County is genuine.

NOTE

This Mortgage Note is made on May-29, 2018 **from Our House, Inc.**, referred to as "Subgrantee", to, the County of Union, New Jersey, referred to as the "County".

1. **Obligation to Repay.** Subgrantee has received the sum of **$57,810.00** ("Principal") from County under the HOME Investment Partnerships Program and its implementing regulations 24 CFR Part 92 ("Regulations"). Subgrantee promises to repay the Principal, plus interest as set forth below, if

(a) it fails to comply with the Affordability Requirements set forth in Subpart F of the Regulations during the period commencing with Project Completion, as defined in the Regulations, and ending 15 years thereafter. Subgrantee shall have a reasonable period to cure any temporary noncompliance; or

(b) it materially fails to comply with the terms of the HOME Investment Partnerships Program Assistance Agreement ("Agreement") with the County after being given notice by the County of a violation of the Agreement and a reasonable period to cure.

(c) it defaults or violates the terms of the Agreement, specifically at subparts IV (a), (b) and (e) governing types of assistance.

2. **Interest.** Interest shall accrue on the Principal at the rate of **0%** per annum, but shall only be due and payable in the event of a default by Subgrantee.

3. **Security for Payment.** The Subgrantee has given a Mortgage dated **of even date** as security for the promises made in this Note. All terms of the Mortgage are made part of this Note.

32 Pine Way, New Providence, New Jersey 07974

4. **Default.** If Subgrantee fails to comply with the provisions of this Note, the Mortgage or the Agreement, the County may, after providing the Subgrantee with notice and a reasonable period to cure, declare a default of this Note. Upon default, Subgrantee must immediately pay the full amount of all unpaid principal, interest, other amounts due on this Note and the County's costs of collection, including reasonable attorney fees.

5. **Waivers.** Subgrantee waives presentment, notice of dishonor and protest. The County may exercise any right under this Note, the Agreement, the Mortgage or under any law, even if County has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. County does not give up its right to declare a default due to any previous delay or failure to declare default.

6. **No Oral Changes.** This Note can only be changed by an agreement in writing signed by both the Subgrantee and the County.

ATTEST OR WITNESS

Diane Driscoll
Signature of Witness

Diane Driscoll
(Print Name Here of Witness)

Our House, Inc.
Subgrantee

BY: Michele Del Corsano
President + CEO, Title

Signature

Rev. 3/29/18 gc

Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey

Municipality: Borough of New Providence
County: Union
Sponsor: Community Options Enterprises, Inc.
Developer:
Block: 63 Lot: 43
Street Address: 1141 Springfield Avenue
Facility Name: Community Options - 1141 Springfield

Section 1: Type of Facility:

- ☑ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☐ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project :

- ☐ Capital Application Funding Unit $_____
- ☐ HMFA Special Needs Housing Trust $_____
- ☐ Balanced Housing – Amount $_____
- ☐ HUD – Amount $_____ Program_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☐ Other – Amount $_____ Program_____
- ☐ For proposed projects, please submit a pro forma
- ☐ Municipal resolution to commit funding, if applicable
- ☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households	4
Low-income clients/households	
Moderate-income clients/households	
Market-income clients/households	

Section 4: For permanent supportive housing:

Total # of units _____, including:

# of very low-income units	
# of low-income units	
# of moderate-income units	
# of market-income units	

Section 5:

Length of Controls: _____ years
Effective Date of Controls: _____
Expiration Date of Controls: _____
Average Length of Stay: _____ months (transitional facilities only)

Section 6:

- ☐ CO Date: _____

For licensed facilities, indicate licensing agency:

☑ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF
☐ Other _____

Initial License Date: _____
Current License Date: 12/31/18

Section 7:

Has the project received project-based rental assistance? ☑ Yes ☐ No; Length of commitment: 1 years
Other operating subsidy sources: Supportive Housing Connection ; Length of commitment: 1 years
Is the subsidy renewable? ☑ Yes ☐ No

Section 8: The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ☑ Yes ☐ No
Population Served (describe): Adults with developmental disabilities
Age-restricted? ☑ Yes ☐ No
Accessible (in accordance with NJ Barrier Free Subcode)? ☐ Yes ☑ No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☑ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's xecutive Director

CERTIFICATIONS

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

Certified by: _____ 6/20/19
Project Administrator — Date

Certified by: _____
Municipal Housing Liaison — Date

p.1
9085162599
Community Options Inc
Jun 20 19, 04:43p

BOROUGH OF NEW PROVIDENCE
BUILDING DEPARTMENT
380 ELKWOOD AVE, TEL. # 665-1098

CERTIFICATE

Date Issued 6/9/92
Control #
Permit # 10407

IDENTIFICATION

Block 63 Lot 43
Work Site Location 1141 Springfield Ave.
New Providence NJ
Owner In Fee Community Action for Independent Living Inc.
Address 65 Springfield Ave.
Springfield, NJ 07081
Tele. ( ) 201-564-7557
Contractor
Address
Tele. ( )
Lic. No. or Bldrs. Reg. No.
Federal Emp. No.
or Social Security No.

Home Warranty No.
Use Group R3
Maximum Live Load 40
Description of Work/Use:

Use Group R3
Single Family Residential Dwelling

Type of Warranty Plan: [ ] State [ ] Private
Construction Classification 5B
Maximum Occupancy Load 5 clients - 2 staff - Total:7

CERTIFICATE OF OCCUPANCY/APPROVAL

☐ CERTIFICATE OF OCCUPANCY ☐ CERTIFICATE OF APPROVAL

This serves notice that said building, structure, or equipment has been constructed or installed in accordance with the New Jersey Uniform Construction Code, and is approved for use and/or occupancy.

☒ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ TEMPORARY CERTIFICATE OF OCCUPANCY

If this is a Temporary Certificate of Occupancy the following conditions must be met no later than _____, 19____ or the owner will be subject to a fine or order to vacate:

Roy N. Lutchen
CONSTRUCTION OFFICIAL

Fee $
Paid [ ] Check No.
Collected by:

U.C.C. Form F-260A

1 WHITE—APPLICANT 2 CANARY—OFFICE 3 PINK—TAX ASSESSOR

Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey

Municipality: New Providence County: Union

Sponsor: the Arc of Union County Developer: The Arc of Union County Inc

Block: 380 Lot: 19
Address:

Street 4 Possum Way
New Providence NJ 07974

Facility Name: Possum Way

Section 1: Type of Facility:

- ☑ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☐ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project :

Capital Application Funding Unit $_____
HMFA Special Needs Housing Trust Fund $_____
Balanced Housing – Amount $_____
HUD – Amount $_____ Program_____
Federal Home Loan Bank – Amount $_____
Farmers Home Administration – Amount $_____
Development fees – Amount $_____
Bank financing – Amount $ 178,200
Other – Please specify: DDD Grant 250,000

For proposed projects, please submit a pro forma
Municipal resolution to commit funding, if applicable
Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households 4
Low-income clients/households ____
Moderate-income clients/households ____
Market-income clients/households ____

Section 4: For permanent supportive housing:

Total # of units _____, including:

of very low-income units ____
of low-income units ____
of moderate-income units____
of market-income units ____

Section 5:

Length of Controls: _____ years

Effective Date of Controls: __/__/__

Expiration Date of Controls: __/__/__

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

Section 6:

☐ CO Date: __/__/__

For licensed facilities, indicate licensing agency:

☑ DDD ☐ DMHS ☐ DHSS ☑ DCA ☐ DCF

☐ Other _____

Initial License Date: __/__/__

Current License Date: 5/7/19 License audit done on 6/7/19 for the next year up to 6/202

Section 7:

Has the project received project-based rental assistance? ☑ Yes ___No; Length of commitment: _____

Other operating subsidy sources: _____; Length of commitment: _____

Is the subsidy renewable? ☑ Yes ___No

Section 8: The following verification is attached:

- ☑ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ☑ Yes ___No Age-restricted? ☑ Yes ___No 21 years or older

Population Served (describe): _____

_____	Accessible (in accordance with NJ Barrier Free Subcode)? ✓ Yes ___No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ✓ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

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

Certified by: _____ _____
Project Administrator Date

6/18/19

Certified by: _____ _____
Municipal Housing Liaison Date

License No. GH1098

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

The ARC/Union County

70 Diamond Road
Springfield, NJ 07081

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 4 individuals

at

4 POSSUM WAY
NEW PROVIDENCE, NJ 07974

This License is effective from 05/31/2018 to 05/31/2019

Carole Johnson, Commissioner, Department of Human Services

DEED

Prepared by:
Mark S. Anderson

This Deed is made on Dec 14 , 2001,

Received & Recorded Deed
Union County, NJ Inst. # 102766
12/20/2001 14:12
Joanne Rajoppi Consider. 396,000.00
County Clerk RT Fee 1,755.00
Operator PEREZ

BETWEEN

David James Thomson and Maja-Lisa Thomson, husband and wife,

The Grantor

whose address is

4 Possum Way
New Providence, New Jersey 07974

and

The Arc of Union County, Inc.

The Grantee

whose post office address is

1225 South Avenue
Plainfield, New Jersey 07062

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: $396,000.00.

The Grantor acknowledges receipt of this money.

Tax Map Reference (N.J.S.A. 46:15-1.1). Municipality of New Providence
Block Number: 380 Lot Number: 19 Account Number:
☐ 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 land located at 4 Possum Way, in the Borough of New Providence, County of Union and State of New Jersey. The legal description is:

BEGINNING at a point on the southeasterly side line of Possum Way distant therein 100.00 feet as measured along said side line of Possum Way on a course of South 54° 43' 20" West from the intersection of the side line of Possum Way if produced in a northeasterly direction with the southwesterly side line of Ryder Way if the same were produced in a northwesterly direction and running thence (1) along and binding upon said side line of Possum Way North 54° 43' 20" East 87.41 feet to a point; running thence (2) on a curve to the right having a radius of 15.00 feet an arc distance of 14.22 feet to a point in the aforesaid side line of Ryder Way; thence running (3) South 38° 49' 10" East 156.55 feet to a point; running thence (4) South 54° 43' 20" West 90.00 feet to a point; running thence (5) North 35° 16' 40" West 12.50 feet to a point; running thence (6) South 54° 43' 20" West 19.27 feet to a point; running thence (7) North 35° 16' 40" West 150.00 feet to the point and place of BEGINNING.

BEING further described in a survey prepared on behalf of the Grantee by Harbor Consultants, Inc. dated December 5, 2001 as follows:

BEGINNING at a point on the southwesterly side of Ryder Way, said point marking the end of a curve connecting the said southwesterly side of Ryder Way with the southeasterly side of Possum Way and from thence running:

1. along the said southwesterly side of Ryder Way, South 38 degrees 49 minutes 10 seconds East, 156.55 feet to a point; thence

2. South 54 degrees 43 minutes 20 seconds West, 90.00 feet to a point; thence

3. North 35 degrees 16 minutes 40 seconds West, 12.50 feet to a point; thence

4. South 54 degrees 43 minutes 20 seconds West, 19.27 feet to a point; thence

5. North 35 degrees 16 minutes 40 seconds West, 150.00 feet to a point on the southeasterly side of Possum Way; thence

6. along and binding upon said side line of Possum Way, North 54 degrees 43 minutes 20 seconds East, 87.41 feet to a point of curvature; thence

7. on a curve to the right having a radius of 15.00 feet, an arc distance of 14.25 feet to a point in the aforesaid side line of Ryder Way and the point and place of BEGINNING.

BEING the same premises conveyed to the Grantors by Deed of John A. Furnad and Isabella Furnad, his wife, dated April 1, 1969 and recorded in the Union County Clerk's office on April 2, 1969 in Deed Book 2857, Page 103.

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 and attested to by its proper corporate officers and its corporate seal is affixed.

Witnessed by:

(Seal)
DAVID JAMES THOMSON

(Seal)
MAJA-LISA THOMSON

State of New Jersey }
} ss:
County of Somerset }

I CERTIFY that on December 14, 2001

David James Thomson
personally came before me in person and stated to my satisfaction that he:

(a) made the attached deed;

(b) executed this deed as his own act; and

(c) made this Deed for $396,000.00 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.)

Attorney-at-law of NJ

State of New Jersey }
} ss:
County of Somerset }

I CERTIFY that on December 14, 2001

Maja-Lisa Thomson
personally came before me in person and stated to my satisfaction that she:

(a) made the attached deed;

(b) executed this deed as her own act; and

(c) made this Deed for $396,000.00 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.)

attorney-at-law of NJ

DB5212-0258

Deed

David J. Thomson and Maja-Lisa Thomson,
husband and wife,

Grantors

TO

The Arc of Union County, Inc.

Grantee

DATED: December , 2001

Record and return to:

Frieri & Conroy, LLC
777 Walnut Avenue
Cranford, New Jersey 07016
(908) 653-1441

FRIERI & CONROY LLC
777 WALNUT AVE

CRANFORD NJ 07016

Deed

Inst.#
102766

Paid
Recording Fee 26.00
RT Fee 1,755.00

DB5212-0259

END OF DOCUMENT

Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey

Municipality: New Providence County: Union

Sponsor: The Arc of Union County Developer: The Arc of Union County Inc

Block: 34 Lot: 17 Street 182 Runnymede Parkway
Address: New Providence NJ 07974

Facility Name: New Providence

Section 1: Type of Facility:

- ☑ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☐ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project :

Capital Application Funding Unit $_____
HMFA Special Needs Housing Trust Fund $_____
Balanced Housing – Amount $_____
HUD – Amount $ 24908 Program Sect 811 - Hud 42264-A & Hud 2283
Federal Home Loan Bank – Amount $_____
Farmers Home Administration – Amount $_____
Development fees – Amount $_____
Bank financing – Amount $_____
Other – Please specify: _____

For proposed projects, please submit a pro forma
Municipal resolution to commit funding, if applicable
Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households 5
Low-income clients/households ____
Moderate-income clients/households ____
Market-income clients/households ____

Section 4: For permanent supportive housing:

Total # of units _____, including:

of very low-income units ____
of low-income units ____
of moderate-income units ____
of market-income units ____

Section 5:

Length of Controls: _____ years

Effective Date of Controls: __/__/__

Expiration Date of Controls: __/__/__

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

Section 6:

☐ CO Date: __/__/__

For licensed facilities, indicate licensing agency:

☑ DDD ☐ DMHS ☐ DHSS ☑ DCA ☐ DCF

☐ Other _____

Initial License Date: __/__/__ licence audit done on 6/7/1

Current License Date: 5/31/19 for the next year up to 6/2020

Section 7:

Has the project received project-based rental assistance? ☑ Yes ___No; Length of commitment: _____

Other operating subsidy sources: _____; Length of commitment: _____

Is the subsidy renewable? ☑ Yes ___No

Section 8: The following verification is attached:

- ☑ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ☑ Yes ___No Age-restricted? ☑ Yes ___No age 21 or older

Population Served (describe): _____

_____	Accessible (in accordance with NJ Barrier Free Subcode)? ✓ Yes ___ No
Section 10: Affirmative Marketing Strategy (check all that apply): ☑ DDD/DMHS/DHSS waiting list ☐ Affirmative Marketing Plan approved by the Council's Executive Director	

CERTIFICATIONS

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

Certified by: _____ 6/18/19
Project Administrator Date

Certified by: _____ _____
Municipal Housing Liaison Date

License No. GH006

State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

The ARC/Union County

70 Diamond Road
Springfield, NJ 07081

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 5 individuals

at

182 RUNNYMEDE PARKWAY
NEW PROVIDENCE, NJ 07974

This License is effective from 05/31/2018 to 05/31/2019

Carole Johnson, Commissioner, Department of Human Services

32226

DEED-BARGAIN AND SALE(Covenant as to Grantor's Acts)
IND. TO IND. OR CORP. - Plain Language

Prepared by:

GERARD J. SHAMEY, ESQ.

RECEIVED & RECORDED
UNION COUNTY, N.J.
96 SEP 25 PM 1:58
JOANNE RAJOPPI
REGISTER

DEED

This Deed is made on September 25, 1996,

BETWEEN

ASSOCIATION FOR RETARDED CITIZENS/UNION COUNTY, INC., a non-profit corporation of the State of New Jersey

having its principal office at 1225 South Avenue, Plainfield, New Jersey, referred to as the Grantor,

AND

ARC HOUSING OF UNION COUNTY II, INC.

whose address is 1225 South Avenue, Plainfield, New Jersey, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

COUNTY OF UN
CONSIDERATION 205,681.-
REALTY TRANSFER FEE 1,805.-
DATE 9/25/96 BY DS

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 **TWO HUNDRED FIVE THOUSAND SIX HUNDRED EIGHTY ONE DOLLARS AND NO CENTS ($205,681.00)**. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of New Providence

Block No. 34 Lot No. 17 Account No.

[ ] No property tax identification number is available on the date of this Deed. (Check box if applicable).

Property. The property consists of the land and all the buildings and structures on the land in the Borough of New Providence, County of Union and State of New Jersey. The legal description is:

SEE LEGAL DESCRIPTION ATTACHED HERETO.

BEING the same premises conveyed to the grantors named herein by deed from Robert D. Timony and Margaret Timony, his wife, dated December 27, 1988, and recorded January 9, 1989 in Book 3582 of Deeds, page 917, in the Office of the Register of Union County.

BEING commonly known as 182 Runnymede Parkway, New Providence, Union County, New Jersey.

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:

_____(Seal)
ASSOCIATION FOR RETARDED CITIZENS/ UNION COUNTY, INC.
BY: STEPHEN SMITH, PRESIDENT

_____
BERTRAM SCHWARTZ, SECRETARY

STATE OF NEW JERSEY, COUNTY OF UNION, SS:

I CERTIFY that on September 25, 1996, **BERTRAM SCHWARTZ**, personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Secretary of **ASSOCIATION FOR RETARDED CITIZENS/UNION COUNTY, INC.**, the corporation named in the within document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is **STEPHEN SMITH**, the President of the corporation;

Vested Title Inc. # 43729

SURVEY DESCRIPTION

BOROUGH OF NEW PROVIDENCE
COUNTY OF UNION
STATE OF NEW JERSEY

Being known and designated as **Lot S-18** in **Block 2** as shown on a certain map entitled " **Map of Runnymede Estates Property of Functional Homes Inc., Borough of New Providence, Union County, NJ** ", filed in the Office of the Union County Register on April 10, 1951 as filed map no. **352-C.**

Being more particularly described as follows :

Beginning at a point in the southeasterly line of Runnymede Parkway distant 432.18 feet southwesterly from its intersection with the southwesterly line of Ridgeview Avenue, if produced to intersect, and running; thence

1) South 52 degrees 04 minutes East 125.00 feet; thence

2) southwesterly, along a curve to the left having a radius of 425.00 feet an arc length of 59.34 feet; thence

3) North 60 degrees 04 minutes West 125.00 feet to a point in the southeasterly line of Runnymede Parkway; thence

4) along said line, in a northeasterly direction, on a curve to the right having a radius of 550.00 feet an arc length of 76.79 feet to the point or place of Beginning.

The above description being drawn in accordance with a survey made by **William Held Associates, Inc.** dated **August 30, 1956.**

Known and designated as **Lot 17** in **Block 34** on the current tax map of the Borough of **New Providence**, Union County, New Jersey.

NOTE for Information :
The premises is commonly known as 182 Runnymede Parkway, New Providence, NJ.

(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(d) this person knows the proper seal of the corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me
on September 25, 1996.

NOTARY PUBLIC OF NEW JERSEY
RUSSELL BRYANT
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 4, 1998

ASSOCIATION FOR RETARDED CITIZENS/UNION COUNTY, INC.
BY: BERTRAM SCHWARTZ, SECRETARY

DEED

Dated: September 25, 1996

ASSOCIATION FOR RETARDED CITIZENS/UNION COUNTY, INC., a non-profit corporation of the State of New Jersey

Grantor,

TO

ARC HOUSING OF UNION COUNTY II, INC.

Grantee

Record and Return to:

Gerard J. Shamey, Esq.
6 South Avenue East
Cranford, NJ 07016

32226

24.02

END OF DOCUMENT

DB4435-0188

R.F. 805-

Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey

Municipality: New Providence County: Union

Sponsor: The Arc of Union County Developer: the Arc of Union County Inc

Block: 102 Lot: 24 Street 905 Springfield Ave
Address: New Providence NJ 07974

Facility Name: Gavin House

Section 1: Type of Facility:

- ☑ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☐ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project :

Capital Application Funding Unit $_____
HMFA Special Needs Housing Trust Fund $_____
Balanced Housing – Amount $_____
HUD – Amount $_____ Program_____
Federal Home Loan Bank – Amount $_____
Farmers Home Administration – Amount $_____
Development fees – Amount $
Bank financing – Amount $ PSI 410,000
Other – Please specify: ARC 17,542

For proposed projects, please submit a pro forma
Municipal resolution to commit funding, if applicable
Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households 3
Low-income clients/households ____
Moderate-income clients/households ____
Market-income clients/households ____

Section 4: For permanent supportive housing:

Total # of units _____, including:

of very low-income units ____
of low-income units ____
of moderate-income units ____
of market-income units ____

Section 5:

Length of Controls: _____ years

Effective Date of Controls: __/__/__

Expiration Date of Controls: __/__/__

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

Section 6:

☐ CO Date: __/__/__

For licensed facilities, indicate licensing agency:

☑ DDD ☐ DMHS ☐ DHSS ☑ DCA ☐ DCF

☐ Other _____

Initial License Date: __/__/__

Current License Date: 5/31/19 license audit done on 6/7/19 for the next year up to 6/2020

Section 7:

Has the project received project-based rental assistance? ☑ Yes ___ No; Length of commitment: _____

Other operating subsidy sources: _____; Length of commitment: _____

Is the subsidy renewable? ☑ Yes ___ No

Section 8: The following verification is attached:

- ☑ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ☑ Yes ___ No Age-restricted? ☑ Yes ___ No 21 years or older

Population Served (describe): _____

	Accessible (in accordance with NJ Barrier Free Subcode)? ✓ Yes ___No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☑ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

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

Certified by: _____ Project Administrator — Date: 6/18/19

Certified by: _____ Municipal Housing Liaison — Date: _____

License No. GH1021

State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

The ARC/Union County

70 Diamond Road
Springfield, NJ 07081

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 3 individuals

at

905 SPRINGFIELD AVENUE
NEW PROVIDENCE, NJ 07974

This License is effective from 05/31/2018 to 05/31/2019

Carole Johnson, Commissioner, Department of Human Services

Prepared by:

James J. Damato, Esquire

Received & Recorded
Union County, NJ
10/07/2009 14:08
Joanne Rajoppi
County Clerk
Operator
RAPUANO

Deed-1
Inst# 208989
Pgs-5
Consider. 415,000.00
RT Fee 1,559.50

DEED

This Deed is made on September 30, 2009

BETWEEN

MILDRED T. LAMAGNA, widowed, by her Attorney in Fact, ANNETTE L. MACKIE

whose post office address is 100 Larned Road, Summit, New Jersey 07901
referred to as the Grantor

AND

ARC OF UNION COUNTY, INC., A New Jersey Corporation,
whose post office address is 53 Fadem Road, Springfield, New Jersey 07081
referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of Four Hundred Fifteen Thousand and 00/100 dollars ($415,000.00)

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Borough of New Providence, County of Union, State of New Jersey, Block 102, Lot 24.

3. The Property consists of the land and all the structures on the land in the Borough of New Providence, County of Union and State of New Jersey.

4. The Legal description is annexed hereto and made a part hereof.

BEING THE SAME PREMISES conveyed to Joseph Lamagna and Mildred T. Lamagna, his wife, as Tenants By The Entirety by Deed from Edward A. Baldassarre and Marie A. Baldassarre, his wife, dated July 14, 1955, recorded July 15, 1955 in the Union County Register's Office in Deed Book 2200 at page 521;

On December 31, 1996 Joseph John Lamagna died a resident of New Jersey leaving Mildred T. Lamagna as the surviving Tenant by the Entirety.

THE WITHIN CONVEYANCE is subject to easements and restrictions of record, all ordinances and regulations of local, municipal or other governmental authorities;

subsurface conditions not disclosed by an instrument of record; and any state of facts as would be disclosed by an accurate survey or inspection of the premises.

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 legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

The street address of the Property is 905 Springfield Avenue, New Providence, New Jersey.

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

ANNETTE MACKIE,
Attorney in Fact for MILDRED T. LAMAGNA

Witnessed by:

JAMES J. DAMATO, ESQ.

STATE OF NEW JERSEY, COUNTY OF UNION SS:

I CERTIFY that on September 30, 2009, ANNETTE MACKIE personally came before me and stated to my satisfaction that she is the person who (a) was the maker of this Deed; (b) executed this Deed as her own act; and, (c) made this Deed for $415,000.00 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.)

JAMES J. DAMATO, ESQ.
AN ATTORNEY AT LAW OF NEW JERSEY

RECORD AND RETURN TO:
FRIERI CONROY & LOMBARDO ESQS
777 WALNUT AVENUE
CRANFORD
NJ 07016

END OF DOCUMENT

John Frie
777 Wali
Cranfor

Deed

Inst.#
208989

Paid
Recording Fee 80.00
RT Fee 1,559.50

DB5794-0425

APPENDIX N

Affordable Housing Ordinances and Resolution

- Ordinance 2017-07 – "UHAC" Ordinance – Adopted May 22, 2017
- Ordinance 2017-09 – Adopting a revised Development Fee Ordinance – Adopted May 22, 2017
- Ordinance 2019-06 – Creating an affordable housing inclusionary zone and three affordable housing overlay inclusionary zones – Introduced June 24, 2019; public hearing scheduled for July 15, 2019
- Resolution 2017-139 – Affirmative Marketing Plan – Adopted May 22, 2017

BOROUGH OF NEW PROVIDENCE

ORDINANCE NO. 2017-07

AN ORDINANCE AMENDING CHAPTER 275 OF THE ZONING ORDINANCE OF THE BOROUGH OF NEW PROVIDENCE TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORABILITY CONTROLS (UHAC) REGARDING COMPLIANCE WITH THE BOROUGH'S AFFORDABLE HOUSING OBLIGATIONS

BE IT ORDAINED by the Council of the Borough of New Providence, Union County, New Jersey, that Chapter 275 of the Code of the Borough of New Providence is hereby amended to include provisions addressing New Providence's constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This Ordinance is intended to provide assurances that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy those units. This Ordinance shall apply except where inconsistent with applicable law.

The New Providence Borough Planning Board adopted a Housing Element and Fair Share Plan on March 7, 2017 pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Housing Element and Fair Share Plan has been endorsed by the Borough Council. This Ordinance implements and incorporates the adopted and endorsed Housing Element and Fair Share Plan and addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C.5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

Section 1. Monitoring and Reporting Requirements

The Borough of New Providence shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its Court-approved Housing Element and Fair Share Plan:

1. Beginning on February 1, 2018, and on every anniversary of that date through February 1, 2025, the Borough agrees to provide annual reporting of its Affordable Housing 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 (FSHC) and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs (NJDCA), Council on Affordable Housing (COAH), or Local Government Services (NJLGS). The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

2. Beginning on February 1, 2018, and on every anniversary of that date through February 1, 2025, the Borough 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 COAH or any other forms endorsed by the Court Appointed Special Master and FSHC

3. By July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to FSHC, 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 FSHC, 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.

4. By March 1, 2020, and every third year thereafter, as required by N.J.S.A. 52:27D-329.1, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income housing requirements, including its family very low income requirements. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income and family very low income housing obligations.

Section 2. Definitions

The following terms when used in this Ordinance shall have the meanings given in this Section:

"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 designated by the Borough to administer affordable units in accordance with this Ordinance, N.J.A.C. 5:93, and UHAC (N.J.A.C. 5:80-26).

"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 new restricted units in an affordable housing development are affordable to low- and moderate-income households.

"Affordable" means, a sales price or rent level that is within the means of a low- or moderate-income household as defined within N.J.A.C. 5:93-7.4, and, 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 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 housing development" means a development included in or approved pursuant to the Housing Element and Fair Share Plan or otherwise intended to address the Borough's fair share obligation, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

"Affordable housing program(s)" means any mechanism in a municipal Fair Share Plan prepared or implemented to address a Borough's fair share obligation.

"Affordable unit" means a housing unit proposed or created pursuant to the Act and approved for crediting by the Court 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 wherein the unit is situated are 62 years of age or older; or 2) at least 80 percent of the units are occupied by one person who is 55 years of age 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 arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of 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 that is 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, as established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et 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 requires 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 included in a proposed development including the holder of an option to contract to 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.

"Inclusionary development" means a development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

"Low-income household" means a household with a total gross annual household income equal to 50 percent or less of the regional median household income by household size.

"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 and 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.

"Median income" means the median income by household size for the applicable housing region, as adopted annually by COAH or a successor entity approved by the Court.

"Moderate-income household" means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the regional median household income by household size.

"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 percent of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

"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 an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

"UHAC" means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26, et seq.

"Very low-income household" means a household with a total gross annual household income equal to 30 percent or less of the regional median household income by household size.

"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 purposes of a rehabilitation program.

Section 3. Applicability

1. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the

Borough of New Providence pursuant to the Borough's most recently adopted Housing Element and Fair Share Plan.

2. Moreover, this Ordinance shall apply to all developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units.

Section 4. Alternative Living Arrangements

1. The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:

a. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;

b. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).

2. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30 year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.

3. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

Section 5. Phasing Schedule for Inclusionary Zoning

In inclusionary developments the following schedule shall be followed:

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

Section 6. New Construction

1. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

a. The fair share obligation 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. 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 regional median income by household size). The very low income units shall be counted as part of the required number of low income units within the development.

b. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be very low or low-income units.

c. 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 percent of the total low- and moderate-income units;

2) At least 30 percent of all low- and moderate-income units shall be two bedroom units;

3) At least 20 percent 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.

d. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

2. 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 and the following:

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; and

2) An adaptable kitchen on the first floor; and

3) An interior accessible route of travel on the first floor; and

4) 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

5) If all of the foregoing requirements in b.1) through b.4) cannot be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs b.1) through b.4) above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; 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 New Providence has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:

a) 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.

b) To this end, the builder of restricted units shall deposit funds within the Borough of New Providence's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.

c) The funds deposited under paragraph 6)b) above shall be used by the Borough of New Providence for the sole purpose of making the adaptable entrance of an 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.

d) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Borough of New Providence for the conversion of adaptable to accessible entrances.

e) 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 Borough's Affordable Housing Trust Fund in care of the Borough Treasurer who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.

6) 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.

3. Design:

a. In inclusionary developments, low- and moderate-income units shall be integrated with the market units to the extent possible.

b. In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.

4. 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.

b. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.

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, provided that at least 13 percent of all low- and moderate-income rental units shall be affordable to very low-income households, which very low-income units shall be part of the low-income requirement.

d. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.

e. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:

1) A studio 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 sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:

1) A studio 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 percent 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 percent 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 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, 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 rents of very low-, low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the Northeast Urban Area. This increase shall not exceed nine percent 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.

Section 7. Utilities

1. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.

2. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by the NJDCA for its Section 8 program.

Section 8. Occupancy Standards

In referring certified households to specific restricted units, the Administrative Agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:

1. Provide an occupant for each bedroom;

2. Provide children of different sexes with separate bedrooms;

3. Provide separate bedrooms for parents and children; and

4. Prevent more than two persons from occupying a single bedroom.

Section 9. 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, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until New Providence takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

2. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.

3. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.

4. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

5. 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.

6. 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 following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

Section 10. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

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:

1. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.

2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.

3. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.

4. 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 anticipated capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom. See Section 13.

Section 11. 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 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.

2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the Borough Council, and may be subject to approval by the Court appointed Special Master or the Court, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit.

3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

4. 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 percent of the household's eligible monthly income.

Section 12. Limitations on Indebtedness Secured by Ownership Unit; Subordination

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

2. With the exception of First Purchase Money Mortgages, 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 percent of the maximum allowable resale price of the unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

Section 13. Capital Improvements To Ownership Units

1. 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 made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.

2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of 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, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, 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 the time of or as a condition of resale.

Section 14. 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, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 30 years, until New Providence takes action to release the unit from such requirements. Prior to such action, a restricted rental

unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

2. 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 Union. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

3. 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

3. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

Section 15. Rent Restrictions for Rental Units; Leases

1. A written lease shall be required for all restricted rental units 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 five percent 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.

4. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15% of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

Section 16. 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 percent of the regional median household income by household size.

b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of the regional median household income by household size.

c. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of the regional median household income by household size.

2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent 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 percent (40 percent 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 percent (40 percent 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 reliable anticipated 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 1.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

Section 17. Municipal Housing Liaison

1. The Borough of New Providence shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for overseeing the Borough's affordable housing program, including overseeing the administration of affordability controls on the affordable units and the affirmative marketing of available affordable units in accordance with the Borough's Affirmative Marketing Plan; fulfilling monitoring and reporting requirements; and supervising Administrative Agent(s). New Providence shall adopt an Ordinance creating the position of Municipal Housing Liaison and a Resolution appointing the person to fulfill the position of Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by the

governing body and may be a full or part time municipal employee. The Municipal Housing Liaison shall be approved by the Court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.

2. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for New Providence, including the following responsibilities which may not be contracted out to the Administrative Agent:

a. Serving as New Providence's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;

b. Monitoring the status of all restricted units in New Providence's Fair Share Plan;

c. Compiling, verifying, submitting and posting all monitoring reports as required by the Court and by this Ordinance;

d. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and

e. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.

3. Subject to the approval of the Court, the Borough of New Providence shall designate one or more Administrative Agent(s) to administer and to affirmatively market the affordable units constructed in the Borough in accordance with UHAC and this Ordinance. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and may be subject to approval of the Court appointed Special Master or the Court. The Operating Manual(s) shall be available for public inspection in the office of the Borough Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the Administrative Agent(s). The Municipal Housing Liaison shall supervise the work of the Administrative Agent(s).

Section 18. Administrative Agent

An Administrative Agent shall be an independent entity serving under contract to and reporting to the municipality. ***The fees of the Administrative Agent shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required.*** The Administrative Agent shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which includes:

1. Affirmative Marketing:

a. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Borough of New Providence and the provisions of N.J.A.C. 5:80-26.15; and

b. Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

2. Household Certification:

a. Soliciting, scheduling, conducting and following up on interviews with interested households;

b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;

c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;

d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;

e. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;

f. Employing a random selection process as provided in the Affirmative Marketing Plan of the Borough of New Providence when referring households for certification to affordable units; and

g. Notifying the following entities of the availability of affordable housing units in the Borough of New Providence: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, East Orange NAACP, Newark NAACP, Elizabeth NAACP and the New Jersey Housing Resource Center.

3. Affordability Controls:

a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;

b. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;

c. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Union County Register of Deeds or Union County Clerk's office after the termination of the affordability controls for each restricted unit;

d. Communicating with lenders regarding foreclosures; and

e. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

4. Resales and Rerentals:

a. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rerental; and

b. Instituting and maintaining an effective means of communicating information to low- (or very low-) and moderate-income households regarding the availability of restricted units for resale or re-rental.

5. Processing Requests from Unit Owners:

a. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;

b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;

c. Notifying the municipality of an owner's intent to sell a restricted unit; and

d. Making determinations on requests by owners of restricted units for hardship waivers.

6. Enforcement:

a. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;

b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

c. Posting annually, in all rental properties (including two-family homes), a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;

d. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;

e. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and

f. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the Borough Council and the Court, setting forth procedures for administering the affordability controls.

7. Additional Responsibilities:

a. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

b. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet the Court-approved monitoring and reporting requirements in accordance with the deadlines set forth in this Ordinance.

c. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

Section 19. Affirmative Marketing Requirements

1. The Borough of New Providence shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court, that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.

2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs marketing activities toward Housing Region 2 and is required to be followed throughout the period of restriction.

3. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 2, comprised of Morris, Essex, Union and Warren Counties.

4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and rerentals. The Administrative Agent designated by the Borough of New Providence shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.

5. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

6. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.

7. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.

8. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in the municipality in which the units are located; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.

9. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

Section 20. Enforcement of Affordable Housing Regulations

1. Upon the occurrence of a breach of any of the regulations governing an 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, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in 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(s) 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 adjudged 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:

1) A fine of not more than $500.00 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation continues or exists

shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

2) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Borough of New Providence Affordable Housing Trust Fund of the gross amount of rent illegally collected;

3) In the case of an Owner who has rented a 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 that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such 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- or moderate-income unit.

1) The 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 his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.

2) 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 the full 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 escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. 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.

3) 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.

4) 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.

5) 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.

6) 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.

Section 21. Appeals

Appeals from all decisions of an Administrative Agent appointed pursuant to this Ordinance shall be filed in writing with the Court.

REPEALER

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

EFFECTIVE DATE

This Ordinance shall take effect upon passage and publication as provided by law.

INTRODUCTION: May 8, 2017
PUBLIC HEARING: May 22, 2017
ADOPTION: May 22, 2017

Record of Council Vote

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

BOROUGH OF NEW PROVIDENCE
COUNTY OF UNION
STATE OF NEW JERSEY

_____
Allen Morgan, Mayor

Attest:

_____
Wendi B. Barry, Borough Clerk

BOROUGH OF NEW PROVIDENCE
ORDINANCE No. 2017-09

AN ORDINANCE OF THE BOROUGH OF NEW PROVIDENCE, COUNTY OF UNION, STATE OF NEW JERSEY, AMENDING CHAPTER 285 TO ADOPT AN AMENDMENT TO THE BOROUGH'S DEVELOPMENT FEES

BE IT ORDAINED by the Mayor and the Borough Council of the Borough of New Providence, that Chapter 285, entitled "Housing Rehabilitation," shall be deleted in its entirety and replaced with the following amendments to the Borough's development fees:

1. Purpose

A 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, N.J.S.A. 52:27d-301 *et seq*., and the State Constitution, subject to the adoption of Rules by the Council on Affordable Housing (COAH).

B 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 was 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 were under the jurisdiction of COAH and that are now before a court of competent jurisdiction and have a Court-approved Spending Plan may retain fees collected from non-residential development.

C This Ordinance establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH's regulations developed in response to P.L. 2008, c. 46, Sections 8 and 32-38 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing low- and moderate-income housing in accordance with a Court-approved Spending Plan.

2. Basic Requirements

A This Ordinance shall not be effective until approved by the Court.

B The Borough of New Providence shall not spend development fees until the Court has approved a plan for spending such fees (Spending Plan).

3. Definitions

The following terms, as used in this Ordinance, shall have the following meanings:

"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 housing development.

"COAH" or the "Council" means the New Jersey Council on Affordable Housing established under the Fair Housing Act.

"Development fee" means money paid by a developer for the improvement of property as permitted at N.J.A.C. 5:97-8.3.

"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.

"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).

"Green building strategies" means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

4. Residential Development Fees

A Imposition of Fees

1) Within the Borough of New Providence, all residential developers, except for developers of the types of developments specifically exempted below and developers of developments that include affordable housing, shall pay a fee of one and a half percent (1.5%) of the equalized assessed value for all new residential development provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.

2) When an increase in residential density is permitted pursuant to a "d" variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a "bonus" development fee of six percent (6%) percent of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. 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.

B Eligible Exactions, Ineligible Exactions and Exemptions for Residential Developments

1) Affordable housing developments, developments where the developer is providing 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.

2) 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.

3) Owner-occupied residential structures demolished and replaced as a result of a fire, flood, or natural disaster shall be exempt from paying a development fee.

4) Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

5) Where there is an improvement to, expansion of, reconstruction or replacement of an existing residential structure requiring a Construction Permit, no development fee shall be required to be paid. The construction or improvement of a permitted accessory structure on a lot containing an existing residential structure shall not require the payment of a development fee.

6) Developers of houses of worship and other uses that are entitled to exemption from New Jersey real property tax shall be exempt from the payment of a development fee, provided that such development does not result in the construction of any additional housing or residential units, including assisted living and continuing care retirement communities.

5. Non-Residential Development Fees

A Imposition of Fees

1) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, 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.

2) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, 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.

3) 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 improvements and the equalized assessed value of the newly improved structure, i.e. land and improvements, and such calculation shall be made at the time a 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.

B Eligible Exactions, Ineligible Exactions and Exemptions for Non-residential Development

1) The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to a two and a half percent (2.5%) development fee, unless otherwise exempted below.

2) The two and a half percent (2.5%) development fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within the existing footprint, reconstruction, renovations and repairs.

3) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption". Any exemption claimed by a developer shall be substantiated by that developer.

4) A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as 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 for the non-residential development, whichever is later.

5) 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 the Borough of New Providence as a lien against the real property of the owner.

6) Pursuant to P.L. 2009, c. 90 and P.L.2011, c. 122, the non-residential statewide development fee of two and one-half (2.5%) percent for non-residential development is suspended for all non-residential projects that received preliminary or final site plan approval subsequent to July 17, 2008 until July 1, 2013, provided that a permit for the construction of the building has been issued prior to January 1, 2015.

6. Collection Procedures

A Upon the granting of a preliminary, final or other applicable approval for a development, the approving authority or entity shall notify or direct its staff to notify the Construction Official responsible for the issuance of a Construction Permit.

B 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.

C The Construction Official responsible for the issuance of a Construction Permit shall notify the Borough Tax Assessor of the issuance of the first Construction Permit for a development which is subject to a development fee.

D Within 90 days of receipt of such notification, the Borough Tax Assessor shall prepare an estimate of the equalized assessed value of the development based on the plans filed.

E The Construction Official responsible for the issuance of a final Certificate of Occupancy shall notify the Borough Tax Assessor of any and all requests for the scheduling of a final inspection on a property which is subject to a development fee.

F Within 10 business days of a request for the scheduling of a final inspection, the Borough Tax Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

G Should the Borough of New Providence 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).

H Except as provided in Section 5.A.3) hereinabove, fifty percent (50%) of the initially calculated development fee shall be collected at the time of issuance of the Construction Permit. The remaining portion shall be collected at the time of issuance of the Certificate of Occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the Construction Permit and that determined at the time of issuance of the Certificate of Occupancy.

I Appeal of Development Fees

1) 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 the Borough of New Providence. 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.

2) 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 the Borough of New Providence. 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.

7. Affordable Housing Trust Fund

A There is hereby created a separate, interest-bearing Affordable Housing Trust Fund to be maintained by the Chief Financial Officer of the Borough of New Providence for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

B The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

1) Payments in lieu of on-site construction of a fraction of an affordable unit, where permitted by Ordinance or by Agreement with the Borough of New Providence;

2) Funds contributed by developers to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;

3) Rental income from municipally operated units;

4) Repayments from affordable housing program loans;

5) Recapture funds;

6) Proceeds from the sale of affordable units; and

7) Any other funds collected in connection with New Providence's affordable housing program.

C In the event of a failure by the Borough of New Providence to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Borough of New Providence, or, if not practicable, then within the County or the Housing Region.

Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund. The Court may also impose such other remedies as may be reasonable and appropriate to the circumstances.

D Interest accrued in the Affordable Housing Trust Fund shall only be used to fund eligible affordable housing activities approved by the Court.

8. Use of Funds

A The expenditure of all funds shall conform to a Spending Plan approved by the Court. Funds deposited in the Affordable Housing Trust Fund may be used for any activity approved by the Court to address the Borough of New Providence'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; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market to affordable program; 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; and/or any other activity permitted by the Court and specified in the approved Spending Plan.

B Funds shall not be expended to reimburse the Borough of New Providence for past housing activities.

C At least 30 percent of all development fees collected and interest earned on such fees 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 the median income for Housing Region 2, in which New Providence is located.

1) 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. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.

2) 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. The specific programs to be used for very low income affordability assistance shall be identified and described within the Spending Plan.

3) Payments in lieu of constructing affordable housing units on site, if permitted by Ordinance or by Agreement with the Borough of New Providence, and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

D The Borough of New Providence may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including its programs for affordability assistance.

E 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 consultants' fees necessary to develop or implement a new construction program, prepare a Housing Element and Fair Share Plan, and/or administer an affirmative marketing program or a rehabilitation program.

1) In the case of a rehabilitation program, the administrative costs of the rehabilitation program shall be included as part of the 20 percent of collected development fees that may be expended on administration.

2) Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or related to securing or appealing a judgment from the Court are not eligible uses of the Affordable Housing

Trust Fund.

9. Monitoring

The Borough of New Providence shall provide annual reporting of Affordable Housing Trust Fund activity to the State of 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 Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, payments in lieu of constructing affordable units on site (if permitted by Ordinance or by Agreement with the Borough), funds from the sale of units with extinguished controls, barrier free escrow funds, rental income from Borough owned affordable housing units, repayments from affordable housing program loans, and any other funds collected in connection with New Providence's affordable housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

10. Ongoing Collection of Fees

A The ability for the Borough of New Providence to impose, collect and expend development fees shall expire with the expiration of the repose period covered by its Judgment of Compliance unless the Borough of New Providence has first filed an adopted Housing Element and Fair Share Plan with the Court or with a designated State administrative agency, has petitioned for a Judgment of Compliance from the Court or for Substantive Certification or its equivalent from a State administrative agency authorized to approve and administer municipal affordable housing compliance and has received approval of its Development Fee Ordinance from the entity that will be reviewing and approving the Housing Element and Fair Share Plan.

B If the Borough of New Providence fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing 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).

C The Borough of New Providence 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 the Borough of New Providence retroactively impose a development fee on such a development. The Borough of New Providence also shall not expend any of its collected development fees after the expiration of its Judgment of Compliance.

INTRODUCTION: May 8, 2017
PUBLIC HEARING: May 22, 2017
ADOPTION: May 22, 2017

Record of Council Vote

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

BOROUGH OF NEW PROVIDENCE
COUNTY OF UNION
STATE OF NEW JERSEY

_____
Allen Morgan, Mayor

Attest:

_____
Wendi B. Barry, Borough Clerk

Borough of New Providence, Union County

Ordinance No. 2019-06

AN ORDINANCE OF THE BOROUGH OF NEW PROVIDENCE AMENDING AND SUPPLEMENTING CERTAIN SECTIONS OF CHAPTER 310, ENTITLED "ZONING," OF THE BOROUGH'S REVISED GENERAL CODE TO ESTABLISH A NEW AFFORDABLE HOUSING ZONE AND NEW AFFORDABLE HOUSING OVERLAY ZONES OVER CERTAIN LOTS WITHIN THE BOROUGH

WHEREAS, the Borough Council of the Borough of New Providence desires to create a realistic opportunity for the creation of affordable housing within the Borough; and

WHEREAS, the Borough Council has determined that it is appropriate to place an overlay zone that requires an affordable housing set-aside over certain portions of the Technology and Business Innovation Zone I ("TBI-1") and the Technology and Business Innovation Zone II ("TBI-2"), and in doing so, create future opportunities for affordable housing; and

WHEREAS, the Borough Council has also determined that a portion of the TBI-2 Zone, known as Block 210 Lots 20 and 32, is appropriate for inclusionary development through the creation of a new zone known as the A4 Affordable Housing Zone; and

WHEREAS, the Borough has a constitutional obligation to create a realistic opportunity for the construction of its fair share of the region's need for affordable housing; and

WHEREAS, the Borough wishes to foster development that provides and affordable housing set-aside.

BE IT ORDAINED by the governing body of the Borough of New Providence, Union County, New Jersey, that the Zoning and Land Use Ordinance of the Borough of New Providence is hereby amended to establish the Affordable Housing (AHO) Overlay, Affordable Housing Age-Restricted (AH-ARO) Overlay, and the Planned Adult Community (PACO) Overlay as well as the A4 Affordable Housing Zone. This Ordinance is intended to encourage the construction of affordable housing opportunities within the Borough.

NOW, WHEREFORE, IT IS HEREBY ORDAINED by the Mayor and Borough Council of the Borough of New Providence as follows:

§ 310-6, entitled "Definitions," is hereby amended to revise definitions "District, Residential" and "Nonresidential District" to include the newly established Affordable Housing ("AH"), Affordable Housing Age-Restricted ("AH-AR"), and the Planned Adult Community ("PAC") Overlays as well as the A4 Affordable Housing Zone to read as follow:

> **"AGE-RESTRICTED UNIT:** A housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population where the head of household is a minimum of 62 years, or 55 and meets the provisions of the 42

U.S.C. §§3601 et seq., except that due to death, a remaining spouse of less than 55 years of age shall be permitted to continue to reside.

DISTRICT, RESIDENTIAL: The A1, A2, A3, A4, R1, R2, R2A, R3, R3A, R4, and RS Districts and residential uses in the OR District and the AHO*, AH-ARO*, and PACO* Overlay Zones. (*Note: only if/when these zones are developed with residential uses will they qualify as residential districts.)

NONRESIDENTIAL DISTRICT: Any district other than the A1, A2, A3, A4, R1, R2, R2A, R3, R3A, R4, and the AHO*, AH-ARO*, and PACO* Overlay Zones. (*Note: only if/when these zones are developed with residential uses will they qualify as residential districts.)"

§ 310-7, entitled "Districts Established," and § 310-8, entitled "Zoning Map," is hereby amended to rezone the following parcel from the Technology and Business Innovation Zone II ("TBI-2") to the A4 Affordable Housing Zone:

Block 210 Lots 20 and 32

§ 310-7, entitled "Districts Established," and § 310-8, entitled "Zoning Map," is hereby amended to place the following parcels in the Affordable Housing Age-Restricted-1 Overlay ("AH-ARO") Zone:

Block 221 Lot 5

§ 310-7, entitled "Districts Established," and § 310-8, entitled "Zoning Map," is hereby amended to place the following parcels in the Planning Adult Community Overlay ("PACO") Zone:

Block 370 Lot 1

§ 310-7, entitled "Districts Established," and § 310-8, entitled "Zoning Map," is hereby amended to place the following parcels in the Affordable Housing Overlay ("AHO") Zone:

Block 210: Lots 21, 23, 33
Block 221: Lots 2.01 and 6
Block 340: Lots 4, 6 and 8

§310-18A, entitled "Maximum Number of Buildings," is hereby amended to read:

"A. There shall be no more than one principal dwelling structure and two accessory structures, including a private garage, on each lot in any residential district, except as provided for in A1, A2, A3, A4, OR Districts and the AHO, AH-ARO, and PACO Overlay Zones under §310-22, Multifamily residential development or within the specific zone standards found herein."

§ 310-35, entitled "Affordable housing," is hereby shall be deleted.

§ 310-50, entitled "Affordable Housing Districts, Standards," is hereby amended to read:

"Special standards applicable to development of the A1, A2, A3, A4 Districts and the AHO, AH-ARO, and PACO Overlay Zones are only set forth in the Chapter 305, Subdivision of Land and Site Plan Review, § 305-12I, to expedite the production of lower-income housing. These standards are deemed to be the minimum necessary for public health, safety and welfare and remove standards which may be desirable to achieve but which may also be cost-generating to a developer of lower-income housing and thereby inhibit its production. Any provision of this chapter or any other ordinance which is in conflict with the affordable housing standards of the Subdivision and Site Plan Ordinance *Editor's Note: See Ch.* ***305****, Subdivision of Land and Site Plan Review.* and which imposes restrictions or limitations not required for health and safety shall be inapplicable to the A1, A2, A3, A4 Districts and the AHO, AH-ARO, and PACO Overlay Zones."

§ 310-50.1, entitled "A4 Affordable Housing Zone Standards" is hereby created to read as follows:

A4 Affordable Housing Zone

A. The purpose of the A4 Affordable Housing Zone, which applies to Block 210 Lots 20 and 32, is to provide areas within the Borough designated for multi-family housing, single-family townhouses, and affordable housing opportunities. The intent of this zone is to be developed as a single entity.

B. Principal permitted uses:

   a. Multi-family dwellings

   b. Townhouses, subject to the Borough's definition of "Town House" found in Ordinance Section 310-6 with the exception of height, which shall be governed by the standards within this section.

   c. Existing wireless communication tower

   d. Public parks, recreation building/facilities, and playgrounds

C. Permitted accessory uses:

   a. Private parks and playgrounds

   b. Private recreation buildings and facilities

   c. Garages and off-street parking facilities

   d. Uses customary and incidental to the principal use

   e. Building/roof-mounted wireless communication facility subject to the submission requirements found in Ordinance Section 310-47.1E

D. The following bulk standards shall apply:

   a. Minimum Lot Area: 20 Acres

b. Minimum Building Setbacks:

   i. From Commerce Street: 40 feet

   ii. From Spring Street: 40 feet

   iii. From Block 210, Lot 21: 30 feet

   iv. From the R-2 Zone: 40 feet

   v. From internal streets: 12 feet

c. Minimum Distance Between Buildings: No portion of a building shall be closer to another building than 50% of its height. In the event the adjacent buildings are different heights, the higher height shall govern.

d. Minimum Parking Setback for Multi-Family Residential Buildings: Surface parking areas shall be set back a minimum of 15 feet from the principal building.

e. Townhouse Driveways: Driveways shall be a minimum of 20 feet between the sidewalk and garage.

f. Maximum Building Height, measured in accordance with §310-6 of the Borough's Zoning and Land Use Ordinance:

   i. Townhouses: 3 stories / 38 feet; If the residential structure contains a ground-level enclosed parking area, then the calculation of the height and number of stories shall exclude the ground-level parking area. The height of the structure shall be measured from the finished floor of the first floor above the ground level parking area.

   ii. Multi-Family buildings: 3 stories / 38 feet. If the residential structure contains a ground-level enclosed parking area, then the calculation of the height and number of stories shall exclude the ground-level parking area. The height of the structure shall be measured from the finished floor of the first floor above the ground level parking area.

   iii. Clubhouse: 30 feet

   iv. All other accessory structures: 15 feet

g. Maximum Building Coverage: 25%

h. Maximum Impervious Coverage: 50%

E. Minimum Off-Street Parking:

a. Townhomes: 2 spaces per dwelling unit, 1 of which shall be in a garage.

b. Multi-Family: RSIS

c. A garage and driveway space shall count as two spaces; as well as a dedicated tandem space in a covered garage.

d. To the extent feasible, all off-street parking shall be located interior to the property and have limited visibility from the public rights-of-way.

F. Maximum Number of Units:

a. 192 total dwelling units.

b. Development of the site shall provide for a 20% set-aside for family rental affordable units.

G. Affordable Housing

a. Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing, provided a minimum of 13% of the affordable units are very low income units at 30% of the median income and 37% of the affordable units are low income units with the (up to) 50% balance of units allowed at moderate income; bedroom distribution; range of affordability; pricing and rent ·of units; affirmative marketing; 30-year minimum affordability controls and construction phasing with the market rate units developed on the tract.

H. Buffers

a. A 20-foot buffer shall be maintained along the property boundary abutting the R-2 residential zone. No buildings, signs, structures (including stormwater management facilities), parking, or roadways shall be permitted within the buffer area.

I. Signage

a. The provisions of §310-33, entitled "Signs" and amended by Ordinance 2011-20, shall govern any provisions regarding signage not addressed herein. Where there is conflict between §310-33 and this ordinance, this ordinance shall take precedence.

b. One freestanding sign is permitted at each entrance to the development. Each sign shall not exceed 50 square feet per side.

c. Freestanding signs may be internally illuminated and may also be illuminated by an exterior light source, facing down, not upwards toward the sky.

d. Freestanding signs shall be setback a minimum of 15 feet from the lot line.

e. Freestanding signs shall be setback a minimum of 12 feet from internal roadways.

f. Directional signs are permitted on all internal roadways. Directional signs shall be consistent with each other and the tract's other signage.

g. Numbers indicating the addresses of the multi-family residential buildings are permitted to be hung on the exterior walls, not to exceed 6 square feet and not to protrude more than 6 inches from the building's surface.

J. Additional Standards

a. Two or more principal uses are permitted on a single tract.

b. The development may include a recreational amenity, such as but not limited to a clubhouse, for use by the residents of the entire development.

c. To the extent feasible, the existing forested areas of the tract shall be maintained.

d. Access roads to the tract shall be permitted from Central Avenue, Spring Street and Commerce Drive.

e. To the extent feasible, all resident parking associated with multi-family structures shall be located under the building.

f. For surface parking areas associated with multi-family structures, a minimum of 10% of the surface area shall be landscaped and shall include one shade tree for every 20 parking spaces.

g. Each multi-family building shall not contain more than 48 units.

h. No building shall be in excess of 200 feet in length.

i. No dwelling unit and/or room intended for human habitation shall be located in a basement, cellar or attic, with the exception that a townhouse structure and multi-family buildings may have a basement/cellar that contains a general-purpose room such as a family room or recreation room.

j. Generators are required for all common areas in multi-family buildings.

K. Design Standards

Any deviation from the following standards shall trigger waiver relief.

a. Architecture

i. All development shall be designed in such a manner that respects the architectural character of the New Providence residential community.

ii. Building massing shall be broken up through the use of one or more of the following: multiple gables, varying roof heights, dormers, oriental treatments, alternating materials, and architectural articulation.

iii. Garage doors shall be constructed of a solid material and be aesthetically pleasing.

b. Landscaping.

i. Any landscaping which, within 2 years of planting dies for any reason, shall be replaced by the developer(s) at their expense.

ii. A minimum 3-foot wide landscape strip (e.g. grass, ornamental plants, street trees) shall be provided between the curb and the sidewalk along all internal streets.

iii. Street trees shall be planted 40 feet apart on average within the landscape strip along all internal streets.

iv. Street trees shall be at least 2.5 inch caliper at planting. Evergreen trees shall be at least 6 feet tall at planting. All trees shall adhere to the American Standards for Nursery Stock.

v. All areas not occupied by buildings, roadways, parking areas, patios, walkways, and/or any other impervious surface shall be adequately landscaped.

vi. No landscaping at any location shall interfere with sight triangles.

c. Exterior Lighting.

i. Exterior lighting fixtures shall not create excessive glare or light levels or direct light onto neighboring buildings or properties.

ii. All building entrances to multi-family structures shall be illuminated by exterior lighting.

iii. Light poles shall not exceed 18 feet in height.

iv. Street lights shall be provided along all internal streets.

d. Circulation.

i. The development of the tract shall take into consideration both the vehicular and pedestrian movement of the site.

ii. Sidewalks shall be provided throughout the entire tract, providing access to all structures and parking areas.

iii. Sidewalks shall be a minimum of 4 feet in width. In no event shall sidewalk clearance be less than the minimum levels set by the Americans with Disabilities Act.

iv. All intersections shall contain handicapped accessible ramps.

v. All intersections shall contain painted crosswalks.

vi. All crosswalks shall be a minimum of 5 feet in width.

e. Utilities.

i. Utilities shall be as visually unobtrusive as possible.

ii. Meters and access panels shall be integrated with street and building design and screened from public view.

iii. Emergency generators shall be located interior to the building or shall be completely screened from public view. Existing generators may remain in the location they exist at the time that this Ordinance is adopted. Existing generators must maintain any audio barriers and screening that were previously approved by the Borough Planning Board. Application for development must include proof that such audio barriers are appropriate for a residential development. Additional landscaping may be required to screen the existing generators.

iv. Transformers and primary and back-up generators shall be located interior to the building or vaulted underground within the pavement area of an internal street.

v. Ground-level utilities shall be screened by nondeciduous landscaping that will conceal the utilities throughout the year, without impeding access by the utility company.

f. Refuse and Recycling.

i. For multi-family construction:

1. No refuse and recycling storage and collection areas shall be permitted between the front of a building and the street.

2. All outside refuse and recycling storage areas shall conform to the perimeter setbacks as established herein.

3. Outdoor refuse and recycling containers shall be screened with a durable enclosure, so as to not be visible by interior roads or adjacent properties. Landscaping and/or fencing shall be used as additional screening measures.

4. Refuse and recycling areas shall be designed to appropriately contain all refuse generated on site.

5. There shall be clear and unobstructed access to all refuse and recycling areas for collection vehicles.

a. Sustainable Building Design Guidelines

The Sustainable Building Design Guidelines provide opportunities to improve building efficiency and sustainability and to the extent feasible, should be incorporated into the building and site design.

ii. Where possible, windows should be oriented to the south.

iii. Utilize high-performance glazing to reduce heat gain while admitting light.

iv. Provide shading devices, such as roof overhangs, controllable shades, etc.

v. Use deciduous landscaping to shade the summer sun and maximize heating from winter sun.

vi. Ensure that insulation is properly rated.

vii. Install high-efficiency HVAC systems.

viii. Incorporate thermal mass construction.

ix. Install fully shielded and cutoff light fixtures that are compatible with dark skies guidelines.

x. Utilize programable switches, sensors or timers to adjust lighting levels for different times of day, and to reduce energy consumption.

xi. Install lighting fixtures that utilize LED bulbs or similar efficient models.

xii. Use roofs of lighter shades or utilize reflective surface finishing.

xiii. Install green roofs, which consists of a lightweight engineered soil media, underlain by drainage layer and a high-quality impermeable membrane that protects the building structure. Green roofs are useful for assisting with stormwater management, but they also protect the roof, can be used as an amenity, reduce heat island effect, reduce noise, reduce cooling needs in the summer and heating needs in the winter, and provide water quality management benefits.

§ 310-50.2, entitled "AHO Affordable Housing Overlay Zone" is hereby created to read as follows:

AHO Affordable Housing Overlay Zone

A. The purpose of the Affordable Housing Overlay Zone (AHO), which applies to Block 210: Lots 21, 23, 33; Block 221: Lots 2.01 and 6; and Block 340: Lots 4, 6 and 8, is to provide areas within the Borough designated for multi-family and affordable housing opportunities. This zone constitutes an overlay, providing property owners with the option of continuing the use of the property as permitted in the underlying zone (TBI-2), or to redevelop with residential and affordable housing components.

B. Principal permitted uses:

    a. Multi-family dwellings

    b. Townhomes, subject to the Borough's definition of "Town House" found in Ordinance Section 310-6 with the exception of height, which shall be governed by the standards within this section.

C. Permitted accessory uses:

    a. Public and private parks and playgrounds

    b. Public and private recreation buildings and facilities

    c. Garages and off-street parking facilities

    d. Uses customary and incidental to the principal use

D. The following bulk standards shall apply:

    a. Minimum Lot Area: 2 acres

    b. Minimum Building Setbacks:

        i. Front: 30 feet

        ii. Rear: 20 feet*

        iii. Side

            1. One: 15 feet*

            2. Both: 35 feet*

        *Except as required by §310-19C and §310-21

    c. Minimum Distance Between Buildings: No portion of a building shall be closer to another building than 50% of its height. In the event the adjacent buildings are different heights, the higher height shall govern.

    d. Maximum Building Height:

        i. Principal Building: 3 stories/38 feet

        ii. Accessory Structures: 15 feet

    e. Maximum Building Coverage: 35%

    f. Maximum Impervious Coverage: 60%

E. Minimum Off-Street Parking:

    a. Townhomes: 2 spaces per dwelling unit, 1 of which shall be in a garage.

    b. Multi-Family: RSIS

c. A garage and driveway space shall count as two spaces; as well as a dedicated tandem space in a covered garage.

d. To the extent feasible, all off-street parking shall be located interior to the property and have limited visibility from the public rights-of-way.

F. Maximum Density:

a. Block 210 Lot 21: 9.5 units/acre

b. Block 210 Lot 23: 9.5 units/acre

c. Block 210 Lot 33: 9.5 units/acre

d. Block 340 Lot 4: 16 units/acre

e. Block 340 Lot 6: 17 units/acre

f. Block 340 Lot 8: 9.5 units/acre

g. Block 221 Lot 2.01: 15 units/acre

h. Block 221 Lot 6: 16 units/acre

i. At least 20% of all units created shall be set-aside to be occupied by households qualified as low, very-low, or moderate-income, in accordance with current standards.

G. Affordable Housing

a. Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing, provided a minimum of 13% of the affordable units are very low income units at 30% of the median income and 37% of the affordable units are low income units with the (up to) 50% balance of units allowed at moderate income; bedroom distribution; range of affordability; pricing and rent ·of units; affirmative marketing; 30-year minimum affordability controls and construction phasing with the market rate units developed on the tract.

H. Signage

a. The provisions of §310-33, entitled “Signs” and amended by Ordinance 2011-20, shall govern any provisions regarding signage not addressed herein. Where there is conflict between §310-33 and this ordinance, this ordinance shall take precedence.

b. One freestanding sign is permitted at each entrance to the development. Each sign shall not exceed 50 square feet per side.

c. Freestanding signs may be internally illuminated and may also be illuminated by an exterior light source, facing down, not upwards toward the sky.

d. Freestanding signs shall be setback a minimum of 15 feet from the lot line.

e. Freestanding signs shall be setback a minimum of 12 feet from internal roadways.

f. Directional signs are permitted on all internal roadways. Directional signs shall be consistent with each other and the tract's other signage.

g. Numbers indicating the addresses of the multi-family residential buildings are permitted to be hung on the exterior walls, not to exceed 6 square feet and not to protrude more than 6 inches from the building's surface.

I. Additional Standards

a. Two or more principal uses are permitted on a single tract.

b. Surface parking lots shall include landscaped medians and/or islands when any expanse of pavement exceeds 108' in width; otherwise landscaping along the perimeter is required.

c. For surface parking areas associated with multi-family structures, a minimum of 10% of the surface area shall be landscaped and shall include one shade tree for every 20 parking spaces.

d. Each multi-family building shall not contain more than 48 units.

e. No building shall be in excess of 200 feet in length.

f. No dwelling unit and/or room intended for human habitation shall be located in a basement, cellar or attic, with the exception that a townhouse structure and multi-family buildings may have a basement/cellar that contains a general-purpose room such as a family room or recreation room.

g. Generators are required for all common areas in multi-family buildings.

J. Design Standards

Any deviation from the following standards shall trigger waiver relief.

a. Architecture

i. All development shall be designed in such a manner that respects the architectural character of the New Providence community and nearby residential neighborhoods.

ii. Building massing shall be broken up through the use of multiple gables, varying roof heights, dormers, alternating materials, and architectural articulation.

iii. Garage doors shall be constructed of a solid material and be aesthetically pleasing.

b. Landscaping.

i. Any landscaping which, within 2 years of planting dies for any reason, shall be replaced by the developer(s) at their expense.

ii. A minimum 3-foot wide landscape strip (e.g. grass, ornamental plants, street trees) shall be provided between the curb and the sidewalk along all internal streets.

iii. Street trees shall be planted 40 feet apart on average within the landscape strip along all internal streets.

iv. Street trees shall be at least 2.5 inch caliper at planting. Evergreen trees shall be at least 6 feet tall at planting. All trees shall adhere to the American Standards for Nursery Stock.

v. All areas not occupied by buildings, roadways, parking areas, patios, walkways, and/or any other impervious surface shall be adequately landscaped.

vi. No landscaping at any location shall interfere with sight triangles.

c. Exterior Lighting.

i. Exterior lighting fixtures shall not create excessive glare or light levels or direct light onto neighboring buildings or properties.

ii. All building entrances to multi-family structures shall be illuminated by exterior lighting.

iii. Light poles shall not exceed 18 feet in height.

iv. Street lights shall be provided along all internal streets.

d. Circulation.

i. The development of the tract shall take into consideration both the vehicular and pedestrian movement of the site.

ii. Sidewalks shall be provided throughout the entire tract, providing access to all structures and parking areas.

iii. Sidewalks shall be a minimum of 4 feet in width. In no event shall sidewalk clearance be less than the minimum levels set by the Americans with Disabilities Act.

iv. All intersections shall contain handicapped accessible ramps.

v. All intersections shall contain painted crosswalks.

vi. All crosswalks shall be a minimum of 5 feet in width.

e. Utilities.

i. Utilities shall be as visually unobtrusive as possible.

ii. Meters and access panels shall be integrated with street and building design and screened from public view.

iii. Transformers and primary and back-up generators shall be located interior to the building or vaulted underground within the pavement area of an internal street.

iv. Emergency generators shall be located interior to the building or shall be completely screened from public view.

v. Ground-level utilities shall be screened by nondeciduous landscaping that will conceal the utilities throughout the year, without impeding access by the utility company.

f. Refuse and Recycling.

i. For multi-family construction:

1. No refuse and recycling storage and collection areas shall be permitted between the front of a building and the street.

2. All outside refuse and recycling storage areas shall conform to the perimeter setbacks as established herein.

3. Outdoor refuse and recycling containers shall be screened with a durable enclosure, so as to not be visible by interior roads or adjacent properties. Landscaping and/or fencing shall be used as additional screening measures.

4. Refuse and recycling areas shall be designed to appropriately contain all refuse generated on site.

5. There shall be clear and unobstructed access to all refuse and recycling areas for collection vehicles.

g. Sustainable Building Design

The Sustainable Building Design guidelines provide opportunities to improve building efficiency and sustainability.

i. Where possible, windows should be oriented to the south.

ii. Utilize high-performance glazing to reduce heat gain while admitting light.

iii. Provide shading devices, such as roof overhangs, controllable shades, etc.

iv. Use deciduous landscaping to shade the summer sun and maximize heating from winter sun.

v. Ensure that insulation is properly rated.

vi. Install high-efficiency HVAC systems.

vii. Incorporate thermal mass construction.

viii. Install fully shielded and cutoff light fixtures that are compatible with dark skies guidelines.

ix. Utilize programable switches, sensors or timers to adjust lighting levels for different times of day, and to reduce energy consumption.

x. Install lighting fixtures that utilize LED bulbs or similar efficient models.

xi. Use roofs of lighter shades or utilize reflective surface finishing.

xii. Install green roofs, which consists of a lightweight engineered soil media, underlain by drainage layer and a high-quality impermeable membrane that protects the building structure. Green roofs are useful for assisting with stormwater management, but they also protect the roof, can be used as an amenity, reduce heat island effect, reduce noise, reduce cooling needs in the summer and heating needs in the winter, and provide water quality management benefits.

§ 310-50.3, entitled "AH-ARO Affordable Housing Age-Restricted Overlay Zone" is hereby created to read as follows:

AH-ARO Affordable Housing Age-Restricted Overlay Zone

B. The purpose of the Affordable Housing Age-Restricted Overlay Zone (AH-ARO), which applies to Block 221 Lot 5, is to provide areas within the Borough designated for age-restricted, multi-family housing, including age-restricted affordable housing. This zone constitutes an overlay, providing property owners with the option of continuing the use of the property as permitted in the underlying zone (TBI-2), or to redevelop with residential and affordable housing components.

C. Principal permitted uses:

a. Age-restricted multi-family dwellings

b. Age-restricted townhomes, subject to the Borough's definition of "Town House" found in Ordinance Section 310-6 with the exception of height, which shall be governed by the standards within this section.

D. Permitted accessory uses:

a. Public and private parks and playgrounds

b. Public and private recreation buildings and facilities

c. Garages and off-street parking facilities

d. Uses customary and incidental to the principal use

E. The following bulk standards shall apply:

a. Minimum Lot Area: 6.5 acres

b. Minimum Building Setbacks:

i. Front: 30 feet

ii. Rear: 20 feet*

iii. Side

1. One: 15 feet*

2. Both: 35 feet*

*Except as required by §310-19C and §310-21

c. Minimum Distance Between Buildings: No portion of a building shall be closer to another building than 50% of its height. In the event the adjacent buildings are different heights, the higher height shall govern.

d. Maximum Building Height:

i. Principal Buildings: 3 stories/38 feet

ii. Accessory Structures: 15 feet

e. Maximum Building Coverage: 35%

f. Maximum Impervious Coverage: 60%

F. Minimum Off-Street Parking:

a. Townhomes: 2 spaces per dwelling unit, 1 of which shall be in a garage.

b. Multi-Family: 0.75 spaces per unit.

c. A garage and driveway space shall count as two spaces; as well as a dedicated tandem space in a covered garage.

d. To the extent feasible, all off-street parking shall be located interior to the property and have limited visibility from the public rights-of-way.

G. Maximum Density:

a. 14 units/acre

b. At least 20% of all units created shall be set-aside to be occupied by households qualified as low, very-low, or moderate-income, in accordance with current standards.

H. Affordable Housing

a. Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing, provided a minimum of 13% of the affordable units are very low income units at 30% of the median income and 37% of the affordable units are low income units with the (up to) 50% balance of units allowed at moderate income; bedroom distribution; range of affordability; pricing and rent ·of units; affirmative marketing; 30-year minimum affordability controls and construction phasing with the market rate units developed on the tract.

I. Signage

a. The provisions of §310-33, entitled "Signs" and amended by Ordinance 2011-20, shall govern any provisions regarding signage not addressed herein. Where there is conflict between §310-33 and this ordinance, this ordinance shall take precedence.

b. One freestanding sign is permitted at each entrance to the development. Each sign shall not exceed 50 square feet per side.

c. Freestanding signs may be internally illuminated and may also be illuminated by an exterior light source, facing down, not upwards toward the sky.

d. Freestanding signs shall be setback a minimum of 15 feet from the lot line.

e. Freestanding signs shall be setback a minimum of 12 feet from internal roadways.

f. Directional signs are permitted on all internal roadways. Directional signs shall be consistent with each other and the tract's other signage.

g. Numbers indicating the addresses of the multi-family residential buildings are permitted to be hung on the exterior walls, not to exceed 6 square feet and not to protrude more than 6 inches from the building's surface.

J. Additional Standards

a. Two or more principal uses are permitted on a single tract.

b. Surface parking lots shall include landscaped medians and/or islands when any expanse of pavement exceeds 108’ in width; otherwise landscaping along the perimeter is required.

c. For surface parking areas associated with multi-family structures, a minimum of 10% of the surface area shall be landscaped and shall include one shade tree for every 20 parking spaces.

d. Each multi-family building shall not contain more than 48 units.

e. No building shall be in excess of 200 feet in length.

f. No dwelling unit and/or room intended for human habitation shall be located in a basement, cellar or attic, with the exception that a townhouse structure and multi-family buildings may have a basement/cellar that contains a general-purpose room such as a family room or recreation room.

g. Generators are required for all common areas in multi-family buildings.

K. Design Standards

Any deviation from the following standards shall trigger waiver relief.

a. Architecture

i. All development shall be designed in such a manner that respects the architectural character of the New Providence community and nearby residential neighborhoods.

ii. Building massing shall be broken up through the use of multiple gables, varying roof heights, dormers, alternating materials, and architectural articulation.

iii. Garage doors shall be constructed of a solid material and be aesthetically pleasing.

b. Landscaping.

i. Any landscaping which, within 2 years of planting dies for any reason, shall be replaced by the developer(s) at their expense.

ii. A minimum 3-foot wide landscape strip (e.g. grass, ornamental plants, street trees) shall be provided between the curb and the sidewalk along all internal streets.

iii. Street trees shall be planted 40 feet apart on average within the landscape strip along all internal streets.

iv. Street trees shall be at least 2.5 inch caliper at planting. Evergreen trees shall be at least 6 feet tall at planting. All trees shall adhere to the American Standards for Nursery Stock.

v. All areas not occupied by buildings, roadways, parking areas, patios, walkways, and/or any other impervious surface shall be adequately landscaped.

vi. No landscaping at any location shall interfere with sight triangles.

c. Exterior Lighting.

i. Exterior lighting fixtures shall not create excessive glare or light levels or direct light onto neighboring buildings or properties.

ii. All building entrances to multi-family structures shall be illuminated by exterior lighting.

iii. Light poles shall not exceed 18 feet in height.

iv. Street lights shall be provided along all internal streets.

d. Circulation.

i. The development of the tract shall take into consideration both the vehicular and pedestrian movement of the site.

ii. Sidewalks shall be provided throughout the entire tract, providing access to all structures and parking areas.

iii. Sidewalks shall be a minimum of 4 feet in width. In no event shall sidewalk clearance be less than the minimum levels set by the Americans with Disabilities Act.

iv. All intersections shall contain handicapped accessible ramps.

v. All intersections shall contain painted crosswalks.

vi. All crosswalks shall be a minimum of 5 feet in width.

e. Utilities.

i. Utilities shall be as visually unobtrusive as possible.

ii. Meters and access panels shall be integrated with street and building design and screened from public view.

iii. Transformers and primary and back-up generators shall be located interior to the building or vaulted underground within the pavement area of an internal street.

iv. Emergency generators shall be located interior to the building or shall be completely screened from public view.

v. Ground-level utilities shall be screened by nondeciduous landscaping that will conceal the utilities throughout the year, without impeding access by the utility company.

f. Refuse and Recycling.

i. For multi-family construction:

1. No refuse and recycling storage and collection areas shall be permitted between the front of a building and the street.

2. All outside refuse and recycling storage areas shall conform to the perimeter setbacks as established herein.

3. Outdoor refuse and recycling containers shall be screened with a durable enclosure, so as to not be visible by interior roads or adjacent properties. Landscaping and/or fencing shall be used as additional screening measures.

4. Refuse and recycling areas shall be designed to appropriately contain all refuse generated on site.

5. There shall be clear and unobstructed access to all refuse and recycling areas for collection vehicles.

g. Sustainable Building Design Guidelines

The Sustainable Building Design Guidelines provide opportunities to improve building efficiency and sustainability.

i. Where possible, windows should be oriented to the south.

ii. Utilize high-performance glazing to reduce heat gain while admitting light.

iii. Provide shading devices, such as roof overhangs, controllable shades, etc.

iv. Use deciduous landscaping to shade the summer sun and maximize heating from winter sun.

v. Ensure that insulation is properly rated.

vi. Install high-efficiency HVAC systems.

vii. Incorporate thermal mass construction.

viii. Install fully shielded and cutoff light fixtures that are compatible with dark skies guidelines.

ix. Utilize programable switches, sensors or timers to adjust lighting levels for different times of day, and to reduce energy consumption.

x. Install lighting fixtures that utilize LED bulbs or similar efficient models.

xi. Use roofs of lighter shades or utilize reflective surface finishing.

xii. Install green roofs, which consists of a lightweight engineered soil media, underlain by drainage layer and a high-quality impermeable membrane that protects the building structure. Green roofs are useful for assisting with stormwater management, but they also protect the roof, can be used as an amenity, reduce heat island effect, reduce noise, reduce cooling needs in the summer and heating needs in the winter, and provide water quality management benefits.

§ 310-50.4, entitled "Planned Adult Community" is hereby created to read as follows:

PACO Planned Adult Community Overlay Zone

A. The purpose of the Planned Adult Community Overlay (PACO), which applies to Block 370 Lot 1, is to provide areas within the Borough designated for age-restricted, multi-family housing, including age-restricted affordable housing opportunities. The PACO allows the existing, underlying zoning (TBI-1) to remain with the option of development a site within the parameters of this overlay ordinance. The intent of this zone is to be developed as a single entity. Any development of this site shall respect the character of the existing single-family residential neighborhood that surrounds the site to the north and west. Additionally, buffers and screening along the perimeter of the site shall be provided pursuant to the standards herein. The Borough's steep slope ordinance shall not apply to the PACO.

   The development of the PAC shall be substantially consistent with the concept plan, dated August 13, 2018, attached to the executed settlement agreement between the Borough and Linde North America Inc.

B. Principal permitted uses:

   a. Age-restricted multi-family dwellings

   b. Age-restricted townhouses, subject to the Borough's definition of "Town House" found in Ordinance Section 310-6 with the exception of height, which shall be governed by the standards within this section.

C. Permitted accessory uses:

   a. Public and private parks and playgrounds

b. Public and private recreation buildings and facilities

c. Garages and off-street parking facilities

d. Structured parking beneath the multi-family housing.

e. Uses customary and incidental to the principal use

D. The following bulk standards shall apply:

a. Minimum Lot Area: 21 Acres

b. Minimum Building Setbacks:

i. From Mountain Avenue: 100 feet for 3 residential stories with and without underground parking; 150 feet for 4 residential stories with and without underground parking.

ii. From Southgate Road: 40 feet

iii. From Ryder Way: 80 feet

iv. From internal streets: 12 feet

c. Minimum Distance Between Buildings: No portion of a building shall be closer to another building than 50% of its height. In the event the adjacent buildings are different heights, the higher height shall govern.

d. Minimum Parking Setback for Multi-Family Residential Buildings: Surface parking areas shall be set back a minimum of 12 feet from the principal building.

e. Townhouse Driveways: Driveways shall be a minimum of 18 feet between the sidewalk and garage.

f. Maximum Building Height, measured in accordance with §310-6 of the Borough's Zoning and Land Use Ordinance:

i. Townhouses: 2.5 stories / 35 feet

ii. Multi-Family buildings: 3 stories / 40 feet; 4 stories / 50 feet. The height may increase another story and 15 feet for multi-family buildings with structured parking.

iii. Clubhouse: 25 feet

iv. All other accessory structures: 15 feet

g. Maximum Building Coverage: 25%

h. Maximum Impervious Coverage: 50%

E. Minimum Off-Street Parking: same as RSIS

F. Maximum Number of Units:

a. 297 dwelling units.

b. Of the total number of units, 59 shall be affordable, age-restricted rental units. In no event shall this zone produce less than 59 affordable units.

G. Affordable Housing

a. Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing, provided a minimum of 13% of the affordable units are very low income units at 30% of the median income and 37% of the affordable units are low income units with the (up to) 50% balance of units allowed at moderate income; bedroom distribution; range of affordability; pricing and rent ·of units; affirmative marketing; 30-year minimum affordability controls and construction phasing with the market rate units developed on the tract.

H. Buffers

a. There shall be a buffer area that surrounds the entire perimeter of the site. The buffer area shall be 100 feet off Mountain Avenue, 40 feet off Southgate Road, and 80 feet off Ryder Way.

b. Buffering shall be located to minimize headlights of vehicles, noise, light from structures, the movement of people and vehicles and to shield activities from adjacent properties when necessary. Buffering may include but not be limited to fencing, walls, evergreens, shrubs, landscaping, berms, rocks, boulders, open space, ponds, steep slopes, deciduous trees or combinations thereof to achieve the stated objectives.

c. Extensive buffering shall be required where intensive land uses abut less intensive uses (i.e. single-family to townhouses/multifamily). Existing natural vegetation, if appropriate for the above stated purposes, shall be retained.

d. No buildings, signs, structures (including stormwater facilities), storage of materials, roadways or parking shall be permitted within the buffer areas, with the exception of access roads into the development and freestanding signs, in accordance this section.

I. Signage

a. The provisions of §310-33, entitled “Signs” and amended by Ordinance 2011-20, shall govern any provisions regarding signage not addressed herein. Where there is conflict between §310-33 and this ordinance, this ordinance shall take precedence.

b. One freestanding sign is permitted at each main entrance to the development. Each sign shall not exceed 50 square feet per side.

c. Freestanding signs may be internally illuminated and may also be illuminated by an exterior light source, facing down, not upwards toward the sky.

d. Freestanding signs shall be setback a minimum of 15 feet from the lot line.

e. Freestanding signs shall be setback a minimum of 12 feet from internal roadways.

f. Directional signs are permitted on all internal roadways. Directional signs shall be consistent with each other and the tract's other signage.

g. Numbers indicating the addresses of the multi-family residential buildings are permitted to be hung on the exterior walls, not to exceed 8 square feet and not to protrude more than 6 inches from the building's surface.

J. Additional Standards

a. Two or more principal uses are permitted on a single tract.

b. The multi-family units shall include a recreational amenity, such as a clubhouse or senior center.

c. To the extent feasible, the existing forested areas of the tract shall be maintained.

d. Access roads to the tract shall be permitted from Southgate Road and/or Ryder Way. No access road shall be permitted to extend from Mountain Avenue.

e. Surface parking lots shall include landscaped medians and/or islands.

f. For surface parking areas associated with multi-family structures, a minimum of 10% of the surface area shall be landscaped and shall include one shade tree for every 20 parking spaces.

g. Multi-family buildings shall not contain more than 135 units.

h. No building shall be in excess of 400 feet in length. However, any building in excess of 200 feet shall have significant articulation and offsets so as to not create a monolithic and overbearing aesthetic.

i. No dwelling unit and/or room intended for human habitation shall be located in a basement, cellar or attic, with the exception that a townhouse structure may have a basement/cellar that contains a family room or recreation room.

j. Generator power is required for the multi-family clubhouse and elevators

K. Design Standards

Any deviation from the following standards shall trigger waiver relief.

a. Landscaping.

i. Any landscaping which, within 2 years of planting dies for any reason, shall be replaced by the developer(s) at their expense by way of written agreement.

ii. A minimum 3-foot wide landscape strip (e.g. grass and street trees) shall be provided between the curb and the sidewalk (where required by RSIS) along all internal streets.

iii. Street trees shall be planted 40 feet apart within the landscape strip along all internal streets.

iv. Street trees shall be at least 2.5 inch caliper at planting. Evergreen trees shall be at least 6 feet tall at planting. All trees shall adhere to the American Standards for Nursery Stock.

v. All areas not occupied by buildings, roadways, parking areas, patios, walkways, and/or any other impervious surface shall be adequately landscaped.

vi. No landscaping at any location shall interfere with site triangles.

b. Exterior Lighting.

i. Exterior lighting fixtures shall not create excessive glare or light levels or direct light onto neighboring buildings or properties.

ii. All building entrances to multi-family structures shall be illuminated by exterior lighting.

iii. For parking lots, light poles shall not exceed 18 feet in height.

iv. Street lights shall be provided along all internal streets at a height not to exceed 18 feet.

c. Circulation.

i. The development of the tract shall take into consideration both the vehicular and pedestrian movement of the site.

ii. Sidewalks shall be provided throughout the entire tract (where required by RSIS), providing access to all structures and parking areas.

iii. Sidewalks shall be a minimum of 4 feet in width. In no event shall sidewalk clearance be less than the minimum levels set by the Americans with Disabilities Act.

iv. All intersections shall contain handicapped accessible ramps.

v. All intersections shall contain crosswalks.

vi. All crosswalks shall be a minimum of 5 feet in width.

d. Utilities.

i. Utilities shall be as visually unobtrusive as possible.

ii. Meters and access panels shall be integrated with street and building design.

iii. Transformers and primary and back-up generators shall be located interior to the building or vaulted underground within the pavement area of an internal street.

iv. The existing substation shall be appropriately screened by landscaping.

e. Refuse and Recycling.

i. For multi-family construction:

1. No refuse and recycling storage and collection areas shall be permitted between the front of a building and the street.

2. All outside refuse and recycling storage areas shall conform to the perimeter setbacks as established herein.

3. Outdoor refuse and recycling containers shall be screened with a durable enclosure, so as to not be visible by interior roads or adjacent properties. Landscaping and/or fencing may be used as additional screening measures.

4. Refuse and recycling areas shall be designed to appropriately contain all refuse generated on site.

5. There shall be clear and unobstructed access to all refuse and recycling areas for collection vehicles.

f. Sustainable Building Design

1. Development shall comply with Energy Star Guidelines.

§ 310-51, entitled "Common open space and common elements," is hereby amended to add the following sub paragraph:

"D. The development of an inclusionary development in the A4 Zone shall include a donation to the Borough of New Providence the portion of the site that is currently used as a soccer field along with a portion of the adjacent existing driveway."

Part III Article IV §310-10, entitled "Schedules" is hereby amended to include the newly established Affordable Housing Zone ("AH") and Affordable Housing Age-Restricted Zone (AH-AR) as set forth below:

SCHEDULE I

PERMITTED USES

A4 Affordable Housing Zone

Permitted Principal Uses	Multi-family dwellings; townhouses subject to the Borough's definition with the exception of height and number of stories, which shall be governed by the standards within this section; existing wireless communication towers; public parks, recreation building / facilities, and playgrounds.
Permitted Accessory Uses	Private parks and playgrounds
	Private recreation buildings and facilities
	Garages and off-street parking facilities
	Uses customary and incidental to the principal use
	Emergency generators

AHO Affordable Housing Overlay Zone

Permitted Principal Uses	Multi-family dwellings, townhouses subject to the Borough's definition with the exception of height and number of stories, which shall be governed by the standards within this section.
Permitted Accessory Uses	Public and private parks and playgrounds
	Public and private recreation buildings and facilities
	Garages and off-street parking facilities
	Any other uses customary/incidental to the principal use
	Emergency generators

AH-ARO Affordable Housing Age-Restricted Overlay Zone

Permitted Principal Uses	Age-restricted multi-family dwellings; age-restricted townhouses subject to the Borough's definition with the exception of height and number of stories, which shall be governed by the standards within this section; public parks,
Permitted Accessory Uses	Public and private parks and playgrounds
	Public and private recreation buildings and facilities
	Garages and off-street parking facilities
	Any other uses customary/incidental to the principal use Emergency generators

PACO Planned Adult Community Overlay Zone

Permitted Principal Uses	Age-restricted multi-family dwellings, age-restricted townhouses subject to the Borough's definition with the exception of height and number of stories, which shall be governed by the standards within this section.
Permitted Accessory Uses	Public and private parks and playgrounds
	Public and private recreation buildings and facilities
	Garages and off-street parking facilities
	Any other uses customary/incidental to the principal use
	Emergency generators

SCHEDULE II
LOT AND YARD REQUIREMENTS

A4 Affordable Housing Zone

Minimum Lot Area	20 acres
Minimum Yards	
From Commerce Street	40 feet
From Spring Street	40 feet

From Block 210 Lot 21	30 feet
From the R-2 Zone	40 feet
From Internal Streets	12 feet

AHO Affordable Housing Overlay Zone

Minimum Lot Area	2 acres
Minimum Yards	
Front	30 feet
Rear	20 feet*
Side	
One	15 feet*
Both	35 feet*

* Except as required by §310-19C and §310-21

AHR Affordable Housing Age-Restricted Overlay Zone

Minimum Lot Area	2 acres
Minimum Yards	
Front	30 feet
Rear	20 feet*
Side	
One	15 feet*
Both	35 feet*

* Except as required by §310-19C and §310-21

PACO Planned Adult Community Overlay Zone

Minimum Lot Area	21 Acres
Minimum Yards	
From Mountain Ave	100 feet for 3 residential stories with and without underground parking; 150 for 4 residential stories with and without underground parking.
From Southgate Road	40 feet
From Ryder Way	80 feet
From internal streets	12 feet

SCHEDULE II
COVERAGE AND LIVING AREA REQUIREMENTS

A4 Affordable Housing District

Maximum Building Height	
Principal Structure	
Townhouses	3 stories/38 feet; Where there is ground-level enclosed parking, the height and the number of stories shall be measured from the first finished floor of the floor above the at-grade parking.
Multi-family buildings	3 stories / 38 feet; Where there is ground-level enclosed parking, the height and the number of stories shall be measured from the first finished floor of the floor above the at-grade parking.
Accessory Structures	
Clubhouse	30 feet
All other accessory structures	15 feet
Lot Coverage	25%
Maximum Improved Lot Coverage	50%
Maximum Number of Units	192 total units; A 20% set-aside for family rental affordable units is required.

AHO Affordable Housing Overlay Zone

Maximum Building Height	
Principal Structure	3 stories not to exceed 38 feet
Accessory Structure	15 feet
Lot Coverage	35%
Maximum Improved Lot Coverage	60%
Maximum Gross Density of Dwelling Units	Block 210 Lot 21: 9.5 units/acre Block 210 Lot 23: 9.5 units/acre Block 210 Lot 33: 9.5 units/acre

	Block 340 Lot 4: 16 units/acre Block 340 Lot 6: 17 units/acre Block 340 Lot 8: 9.5 units/acre Block 221 Lot 2.01: 15 units/acre Block 221 Lot 6: 16 units/acre

AH-ARO Affordable Housing Age-Restricted Overlay Zone

Maximum Building Height	
Principal Structure	3 stories not to exceed 38 feet
Accessory Structure	15 feet
Lot Coverage	35%
Maximum Improved Lot Coverage	60%
Maximum Residential Density	14 units/acre

PACO Planned Adult Community Overlay Zone

Maximum Building Height	
Principal Structures	
Townhouses	2.5 stories / 35 feet
Multi-family buildings	3 stories / 40 feet; 4 stories / 50 feet. The height may increase another story and 15 feet for multi-family buildings with structured parking.
Accessory Structures	
Clubhouse	25 feet
All other accessory structures	15 feet
Lot Coverage	25%
Maximum Improved Lot Coverage	50%
Maximum Number of Units	297 total units; of this total, no less than 59 shall be affordable, age-restricted rental units. In no event shall less than 59 affordable units be constructed in this zone.

REPEALER

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

EFFECTIVE DATE

This ordinance shall take effect upon passage and publication as provided by law.

PLEASE TAKE NOTICE that the Borough Council of the Borough of New Providence, County of Union, State of New Jersey, has introduced the above titled ordinance on first reading, at a regular meeting of the Borough Council held on Monday, June 24, 2019. This ordinance modifies Chapter 310 of the Borough's Revised General Code to create a new zone, entitled the A4 Affordable Housing Zone, as well as three new overlay zones, entitled the AHO Affordable Housing Overlay Zone, the AH-ARO Affordable Housing Age-Restricted Overlay Zone, and the PACO Planned Adult Community Overlay Zone. The A4 Zone applies to Block 210 Lots 20 and 32. The AHO Zone applies to Block 210: Lots 21, 23, 33; Block 221: Lots 2.01 and 6; and Block 340: Lots 4, 6 and 8. The AH-ARO Zone applies to Block 221 Lot 5. The PACO Zone applies to Block 370 Lot 1. The Ordinance establishes densities and standards for each zone as well as a mandatory affordable set-aside. The three overlay zones provide the property owners with the option of continuing the use of the property as permitted in the underlying zone, or to redevelop with residential and affordable house components. The Schedule I, Permitted Uses; Schedule II, Lot and Yard Requirements; Schedule III, Coverage and Living Area Requirements; and Zoning Map are updated to reflect the new zone districts.

PLEASE TAKE FURTHER NOTICE that a public hearing and second reading is scheduled for this ordinance at a regular meeting of the Borough Council on Monday, July 15, 2019 at 7:30 pm at the Municipal Building, 360 Elkwood Avenue, New Providence, New Jersey 07974, at which time members of the public will have the opportunity to comment on the ordinance. A copy of the ordinance is available without cost at the office of the Municipal Clerk, 360 Elkwood Avenue, New Providence, New Jersey 07974, Monday through Friday, except holidays, during regular business hours between 8:30 am and 4:30 pm. A copy of the ordinance may also be viewed on the Borough website www.newprov.org.

Wendi B. Barry, Borough Clerk

Dated: June 25, 2019

Exhibit A

Zoning Map

Zoning

New Providence, NJ

Proposed Zoning

- A-1: Affordable Housing District 6 units/acre
- A-2: Affordable Housing District 10 units/acre
- A-3: Affordable Housing District 14 units/acre
- A4: Affordable Housing Zone
- C-1: Specialty Commercial District
- C-2: Neighborhood Commercial District
- C: Central Commercial District
- OR: Office & Residential District
- R-1: Single Family Residential
- R-2: Single Family Residential
- R2A: Single Family District
- R-3: Two Family Residential
- R3A: Single and Two Family District
- R-4: Multi Family
- R-S: Residential Senior Citizen
- TBI 1: Technology and Business Innovation Zone I
- TBI 2: Technology and Business Innovation Zone II

Proposed Zoning Overlays

- AH-ARO: Affordable Housing Age-Restricted Overlay
- AHO: Affordable Housing Overlay
- PACO: Planned Adult Community Overlay
- CCRCO: Continuing Care Retirement Community Overlay

0 500 1,000 Feet

HGA

June 2019

Source: NJGIN, NJOGIS, NJDEP, Borough of New Providence

CHATHAM TWP

SUMMIT CITY

BERKELEY HEIGHTS TWP

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No 2017-139

Council Meeting Date: 05-22-2017 Date Adopted: 05-22-2017

TITLE: RESOLUTION OF THE COUNCIL OF THE BOROUGH OF NEW PROVIDENCE, COUNTY OF UNION STATE OF NEW JERSEY ADOPTING THE 'AFFIRMATIVE MARKETING PLAN' FOR THE BOROUGH OF NEW PROVIDENCE

Councilperson Kapner submitted the following resolution, which was duly seconded by Councilperson Muñoz.

WHEREAS, in accordance with the New Jersey Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26-1, *et seq*., the Borough of New Providence is required to adopt an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created by the rehabilitation of rental housing units within the Borough of New Providence, are affirmatively marketed to low and moderate income households, particularly those living and/or working within Housing Region 2, the COAH Housing Region encompassing the Borough of New Providence.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of New Providence, County of Union, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

A. All affordable housing units in the Borough of New Providence shall be marketed in accordance with the provisions herein.

B. The Borough of New Providence has a Prior Round obligation that has been fulfilled and a Third Round obligation covering the years from 1999-2025. This Affirmative Marketing Plan shall apply to all developments that contain or will contain low and moderate income units, including those that are part of the Borough's prior round Fair Share Plan and its current Fair Share Plan and those that may be constructed in future developments not yet anticipated by the Fair Share Plan. This Affirmative Marketing Plan shall also apply to any rehabilitated rental units that are vacated and re-rented during the applicable period of controls for rehabilitated rental units.

C. The Affirmative Marketing Plan shall be implemented by one or more Administrative Agent(s) designated by and/or under contract to the Borough of New Providence. All of the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developers/sellers/owners of

affordable unit(s), and all such advertising and affirmative marketing shall be subject to approval and oversight by the designated Administrative Agent.

D. In implementing the Affirmative Marketing Plan, the Administrative Agent, acting on behalf of the Borough of New Providence, shall undertake, at the minimum, all of the following strategies:

1. Publication of an advertisement in one or more newspapers of general circulation within the housing region.

2. Broadcasting of an advertisement by a radio or television station broadcasting throughout the housing region.

3. At least one additional regional marketing strategy using one of the other sources listed below.

E. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the COAH Housing Region in which the municipality is located and covers the entire period of the deed restriction for each restricted housing unit. The Borough of New Providence is located in COAH Housing Region 2, consisting of Union, Morris, Essex, and Warren Counties.

F. The Affirmative Marketing Plan is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following requirements:

1. All newspaper articles, announcements and requests for applications for very low, low and moderate income units shall appear in the *Star Ledger,* and *New York Times.*

2. The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspapers once a week for four consecutive weeks. Additional advertising and publicity shall be on an "as needed" basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of all publications to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Administrative Agent.

3. The advertisement shall include a description of the:

a. Location of the units;

b Directions to the units;

c. Range of prices for the units;

d. Size, as measured in bedrooms, of units;

e. Maximum income permitted to qualify for the units;

f. Location of applications;

g. Business hours when interested households may obtain an application; and

h. Application fees.

4. Newspaper articles, announcements and information on where to request applications for very low, low and moderate income housing shall appear at least once a week for four consecutive weeks in at least three locally oriented newspapers serving the housing region, one of which shall be circulated primarily in Union County and the other two of which shall be circulated primarily outside of Union County but within the housing region.

5. The following regional cable television stations or regional radio stations shall be used during the first month of advertising. The developer must provide satisfactory proof of public dissemination:

a. WKXW (101.5 FM)

b. WOR (710 AM)

c. WCBS (880 AM)

d. Comcast of Central New Jersey

e. Cablevision of Raritan Valley

G. Applications, brochure(s), sign(s) and/or poster(s) used as part of the affirmative marketing program shall be available/posted in the following locations:

1. New Providence Borough Hall

2. New Providence Borough Web Site

3. Developer's Sales/Rental Offices

4. Union County Administration Building

5. Morris County Administration Building

6. Essex County Administration Building

7. Warren County Administration Building

8. Union County Library (all branches).

9. Morris County Library (all branches)

10. Essex County Library (all branches)

11. Warren County Library (all branches)

Applications shall be mailed by the Administrative Agent and Municipal Housing Liaison to prospective applicants upon request. Also, applications shall be available at the developer's sales/rental office and multiple copies of application forms shall be mailed to Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, the New Jersey Housing Resource Center, the Newark NAACP, the Elizabeth NAACP, and the East Orange NAACP for dissemination to their respective constituents.

H. The Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in Union, Morris, Essex, and Warren Counties 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, including major regional employers identified in Attachment A, Part III, Marketing, Section 3d of COAH's ***Affirmative Fair Housing Marketing Plan for Affordable Housing in Region 2*** (attached to and hereby made part of this Resolution) as well as the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, the New Jersey Housing Resource Center, the Newark NAACP, the Elizabeth NAACP, and the East Orange NAACP.

1. Quarterly informational flyers and applications shall be sent to each of the following agencies for publication in their journals and for circulation among their members:

   Union County Board of Realtors
   Morris County Board of Realtors
   Essex County Board of Realtors
   Warren County Board of Realtors

2. Quarterly informational circulars and applications shall be sent to the administrators of each of the following agencies within the counties of

Union, Morris, Essex, and Warren:

Welfare or Social Service Board (via the Director)
Rental Assistance Office (local office of DCA)
Office on Aging
Housing Authority (municipal or county)
Community Action Agencies
Community Development Departments

3. Quarterly informational circulars and applications shall be sent to the chief personnel administrators of all of the major employers within the region, as listed on Attachment A, Part III, Marketing, Section 3d.

4. In addition, specific notification of the availability of affordable housing units in New Providence (along with copies of the application form) shall be provided to the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, the New Jersey Housing Resource Center, the Newark NAACP, the Elizabeth NAACP, and the East Orange NAACP.

I. The following is a listing of community contact person(s) and/or organizations in Union, Morris, Essex, and Warren Counties that will aid in the affirmative marketing program and provide guidance and counseling services to prospective occupants of very low, low and moderate income units.

J. A random selection method to select occupants of very low, low and moderate income housing will be used by the Administrative Agent, in conformance with N.J.A.C. 5:80-26.16 (l). The Affirmative Marketing Plan shall provide a regional preference for very low, low and moderate income households that live and/or work in COAH Housing Region 2, comprised of Union, Morris, Essex, and Warren. Pursuant to the New Jersey Fair Housing Act (C.52:27D-311), a preference for very low, low and moderate income veterans duly qualified under N.J.A.C. 54:4-8.10 may also be exercised, provided an agreement to this effect has been executed between the developer or landlord and the Borough prior to the affirmative marketing of the units.

J. The Administrative Agent shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify very low, low and moderate income households; to place income eligible households in very low, low and moderate income units upon initial occupancy; to provide for the initial occupancy of very low, low and moderate income units with income qualified households; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to very low, low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C 5:80-26-1, *et seq*.

K. The Administrative Agent shall provide or direct qualified very low, low and moderate income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.

L. All developers/owners of very low, low and moderate income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent.

M. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy. The implementation of the Affirmative Marketing Plan shall continue until all very low, low and moderate income housing units are initially occupied and for as long as the affordable units remain deed restricted such that qualifying new tenants and/or purchasers continues to be necessary.

N. The Administrative Agent shall provide the Affordable Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C.5:80-26-1, *et seq*.

APPROVED, this 22nd day of May, 2017.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 22nd day of May, 2017.

Wendi B. Barry, Borough Clerk

ATTACHMENT A
AFFIRMATIVE FAIR HOUSING MARKETING PLAN
For Affordable Housing in **(REGION 2)**

I. APPLICANT AND PROJECT INFORMATION
(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number	1b. Development or Program Name, Address	
1c. Number of Affordable Units: Number of Rental Units: Number of For-Sale Units:	1d. Price or Rental Range From To	1e. State and Federal Funding Sources (if any)
1f. ☐ Age Restricted ☐ Non-Age Restricted	1g. Approximate Starting Dates Advertising: Occupancy:	
1h. County **Essex, Morris, Union, Warren**	1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number		
1k. Application Fees (if any):		

(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.

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

☐ White (non-Hispanic ☐ Black (non-Hispanic) X Hispanic ☐ American Indian or Alaskan Native

X Asian or Pacific Islander ☐ Other group:

3b. Commercial Media (required) (check all that apply)

	Duration & Frequency of Outreach	**Names of Regional Newspaper(s)**	**Circulation Area**
TARGETS ENTIRE COAH REGION 2			
Daily Newspaper			
☐		Star-Ledger	
☐		New York Times	
TARGETS PARTIAL COAH REGION 2			
Daily Newspaper			
☐		Daily Record	Morris
☐		Express Times	Warren
Weekly Newspaper			
☐		Belleville Post	Essex
☐		Belleville Times	Essex
☐		Bloomfield Life	Essex
☐		East Orange Record	Essex
☐		Glen Ridge Paper	Essex
☐		Glen Ridge Voice	Essex
☐		Independent Press	Essex
☐		Irvington Herald	Essex
☐		Item of Millburn and Short Hills	Essex
☐		Montclair Times	Essex
☐		News-Record	Essex
☐		Nutley Journal	Essex
☐		Nutley Sun	Essex
☐		Observer	Essex
☐		Orange Transcript	Essex

☐		Progress	Essex
☐		Vailsburg Leader	Essex
☐		Verona-Cedar Grove Times	Essex
☐		West Essex Tribune	Essex
☐		West Orange Chronicle	Essex
☐		Atom Tabloid & Citizen Gazette	Middlesex, Union
☐		Chatham Courier	Morris
☐		Chatham Independent Press	Morris
☐		Citizen of Morris County	Morris
☐		Florham Park Eagle	Morris
☐		Hanover Eagle	Morris
☐		Madison Eagle	Morris
☐		Morris News Bee	Morris
☐		Mt. Olive Chronicle	Morris
☐		Neighbor News	Morris
☐		Randolph Reporter	Morris
☐		Roxbury Register	Morris
☐		Parsippany Life	Morris
☐		Clark Patriot	Union
☐		Cranford Chronicle	Union
☐		Echo Leader	Union
☐		Elizabeth Reporter	Union
☐		Hillside Leader	Union
☐		Leader of Kenilworth & Roselle Park	Union
☐		Madison Independent Press, The	Union
☐		Millburn and Short Hills Independent Press	Union
☐		News Record	Union
☐		Record-Press	Union
☐		Scotch Plains Times (Fanwood Times)	Union
☐		Spectator Leader	Union

☐		Union Leader	Union
☐		Warren Reporter	Warren

	Duration & Frequency of Outreach	**Names of Regional TV Station(s)**	**Circulation Area and/or Racial/Ethnic Identification of Readers/Audience**
TARGETS ENTIRE COAH REGION 2			
☐		2 WCBS-TV CBS Broadcasting, Inc.	
		3 KYW-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.)	
☐		11 WPIX WPIX, Inc. (Tribune)	
☐		13 WNET Educational Broadcasting Corporation	
☐		25 WNYE-TV New York City Dept. Of Info., Technology & Telecommunications	
☐		31 WPXN-TV Paxson Communications License Company, LLC	
☐		41 WXTV WXTV License Partnership, G.P. (Univision Communications, Inc.)	
☐		47 WNJU NBC Telemundo License Co. (General Electric)	
☐		50 WNJN New Jersey Public Broadcasting Authority	
☐		52 WNJT New Jersey Public Broadcasting Authority	
☐		54 WTBY-TV Trinity Broadcasting Of New York, Inc.	
☐		58 WNJB New Jersey Public Broadcasting Authority	
☐		62 WRNN-TV WRNN License Company, LLC	
☐		63 WMBC-TV Mountain Broadcating Corporation	

☐		68 WFUT-TV Univision New York, LLC	Spanish
TARGETS PARTIAL COAH REGION 2			
☐		42 WKOB-LP Nave Communications, LLC	Essex
☐		22 WMBQ-CA Renard Communications Corp.	Essex, Morris, Union
☐		66 WFME-TV Family Stations Of New Jersey, Inc.	Essex, Morris, Union
☐		21 WLIW Educational Broadcasting Corporation	Essex, Union
☐		60 W60AI Ventana Television, Inc	Essex, Union
☐		36 W36AZ New Jersey Public Broadcasting Authority	Morris
☐		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	Morris, Union, Warren
☐		65 WUVP-TV Univision Communications, Inc.	Morris, Union, Warren
☐		23 W23AZ Centenary College	Morris, Warren
☐		28 WBRE-TV Nexstar Broadcasting, Inc.	Morris, Warren
☐		35 WYBE Independence Public Media Of Philadelphia, Inc.	Morris, Warren
☐		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Morris, Warren
☐		44 WVIA-TV Ne Pa Ed TV Association	Morris, Warren
☐		56 WOLF-TV Wolf License Corp	Morris, Warren
☐		60 WBPH-TV Sonshine Family Television Corp	Morris, Warren
☐		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Morris, Warren
☐		10 WCAU NBC Telemundo License Co. (General Electric)	Warren
☐		16 WNEP-TV New York Times Co.	Warren
☐		17 WPHL-TV Tribune Company	Warren
☐		22 WYOU Nexstar Broadcasting, Inc.	Warren
☐		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Warren
☐		38 WSWB Mystic Television of Scranton LLC	Warren
☐		48 WGTW-TV Trinity Broadcasting Network	Warren

☐		49 W49BE New Jersey Public Broadcasting Authority	Warren
☐		55 W55BS New Jersey Public Broadcasting Authority	Warren
☐		57 WPSG CBS Broadcasting, Inc.	Warren
☐		61 WPPX Paxson Communications License Company, LLC	Warren

	DURATION & FREQUENCY OF OUTREACH	**NAMES OF CABLE PROVIDER(S)**	**BROADCAST AREA**
TARGETS PARTIAL COAH REGION 2			
☐		Cablevision of Newark	Partial Essex
☐		Comcast of NJ (Union System)	Partial Essex, Union
☐		Cablevision of Oakland	Partial Essex, Morris
☐		Cable Vision of Morris	Partial Morris
☐		Comcast of Northwest NJ	Partial Morris, Warren
☐		Patriot Media & Communications	Partial Morris
☐		Service Electric Broadband Cable	Partial Morris, Warren
☐		Cablevision of Elizabeth	Partial Union
☐		Comcast of Plainfield	Partial Union
☐		Cable Vision of Morris	Partial Warren
☐		Service Electric Cable TV of Hunterdon	Partial Warren

	DURATION & FREQUENCY OF OUTREACH	**NAMES OF REGIONAL RADIO STATION(S)**	**BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE**
TARGETS ENTIRE COAH REGION 2			
AM			
☐		WFAN 660	
☐		WOR 710	
☐		WABC 770	
FM			
☐		WFNY-FM 92.3	
☐		WPAT-FM 93.1	Spanish
☐		WNYC-FM 93.9	
☐		WFME 94.7	Christian

☐		WPLJ 95.5	
☐		WQXR-FM 96.3	
☐		WQHT 97.1	
☐		WRKS 98.7	
☐		WAWZ 99.1	Christian
☐		WHTZ 100.3	
☐		WCBS-FM 101.1	
☐		WKXW-FM 101.5	
☐		WQCD 101.9	
☐		WNEW 102.7	
☐		WKTU 103.5	
☐		WAXQ 104.3	
☐		WWPR-FM 105.1	
☐		WLTW 106.7	
TARGETS PARTIAL COAH REGION 2			
AM			
☐		WWRL 1600	Essex
☐		WXMC 1310	Essex, Morris
☐		WWRV 1330	Essex, Morris (Spanish)
☐		WZRC 1480	Essex, Morris (Chinese/Cantonese)
☐		WMCA 570	Essex, Morris, Union (Christian)
☐		WNYC 820	Essex, Morris, Union
☐		WCBS 880	Essex, Morris, Union
☐		WPAT 930	Essex, Morris, Union (Caribbean, Mexican, Mandarin)
☐		WWDJ 970	Essex, Morris, Union (Christian)
☐		WINS 1010	Essex, Morris, Union
☐		WEPN 1050	Essex, Morris, Union
☐		WKMB 1070	Essex, Morris, Union (Christian)
☐		WBBR 1130	Essex, Morris, Union
☐		WLIB 1190	Essex, Morris, Union (Christian)

☐		WMTR 1250	Essex, Morris, Union
☐		WADO 1280	Essex, Morris, Union (Spanish)
☐		WNSW 1430	Essex, Morris, Union (Portuguese)
☐		WJDM 1530	Essex, Morris, Union (Spanish)
☐		WQEW 1560	Essex, Morris, Union
☐		WWRU 1660	Essex, Morris, Union (Korean)
☐		WCTC 1450	Union
		WCHR 1040	Warren
		WEEX 1230	Warren
		WNNJ 1360	Warren
		WRNJ 1510	Warren
FM			
☐		WMSC 90.3	Essex
☐		WFUV 90.7	Essex
☐		WBGO 88.3	Essex, Morris, Union
☐		WSOU 89.5	Essex, Morris, Union
☐		WKCR-FM 89.9	Essex, Morris, Union
☐		WFMU 91.1	Essex, Morris, Union
☐		WNYE 91.5	Essex, Morris, Union
☐		WSKQ-FM 97.9	Essex, Morris, Union (Spanish)
☐		WBAI 99.5	Essex, Morris, Union
☐		WDHA -FM 105.5	Essex, Morris, Union
☐		WCAA 105.9	Essex, Morris, Union (Latino)
☐		WBLS 107.5	Essex, Morris, Union
☐		WHUD 100.7	Essex, Morris, Warren
☐		WPRB 103.3	Essex, Union, Warren
☐		WMNJ 88.9	Morris
☐		WJSV 90.5	Morris
☐		WNNJ-FM 103.7	Morris, Warren
☐		WMGQ 98.3	Union

☐		WCTO 96.1	Union, Warren
☐		WNTI 91.9	Warren
☐		WSBG 93.5	Warren
☐		WZZO 95.1	Warren
☐		WAEB-FM 104.1	Warren
☐		WHCY 106.3	Warren

3c. 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 COAH REGION 2				
Monthly				
☐		Sino Monthly	North Jersey/NYC area	Chinese-American
TARGETS PARTIAL COAH REGION 2				
Daily				
☐		24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly				
☐		Arab Voice Newspaper	North Jersey/NYC area	Arab-American
☐		Brazilian Voice, The	Newark	Brazilian-American
☐		Catholic Advocate, The	Essex County area	Catholic
☐		La Voz	Hudson, Union, Middlesex Counties	Cuban community
☐		Italian Tribune	North Jersey/NYC area	Italian community
☐		New Jersey Jewish News	Northern and Central New Jersey	Jewish
☐		El Nuevo Coqui	Newark	Puerto Rican community
☐		Banda Oriental Latinoamérica	North Jersey/NYC area	South American community
☐		El Especialito	Union City	Spanish-Language
☐		La Tribuna Hispana	Basking Ridge, Bound Brook, Clifton, East Rutherford, Elizabeth, Fort Lee, Greenbrook, Linden, Lyndhurst, Newark, North Plainfield, Orange, Passaic, Paterson, Plainfield, Roselle, Scotch Plains, Union,	Spanish-Language

			Union City, West NY	
☐		Ukranian Weekly	New Jersey	Ukranian community

3d. 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
Essex County			
☐		Newark Liberty International Airport	Newark Airport, Newark, NJ
☐		Verizon Communications	540 Broad St., Newark, NJ 07102
☐		Prudential Financial, Inc.	751 Broad St., Newark, NJ 07102
☐		Continental Airlines	1 Newark Airport, Newark, NJ
☐		University of Medicine/Dentistry	Office of Marketing & Media Relations 150 Bergen Street, Room D347 Newark, NJ 07103
☐		Public Service Enterprise Group	80 Park Plz., Newark, NJ 07102
☐		Prudential Insurance	751 Broad Street, Newark, NJ 07102-3777
☐		Horizon Blue Cross & Blue Shield of NJ	3 Raymond Plz. W, Newark, NJ 07102
☐		Newark Liberty International Airport	Newark Airport, Newark, NJ
☐		Horizon Blue Cross & Blue Shield of NJ	540 Broad St., Newark, NJ 07102
Morris County			
☐		Atlantic Health System-Morristown Memorial Hospital	100 Madison Avenue, Morristown, NJ 07962
☐		AT&T	295 N. Maple Ave., Basking Ridge, NJ and 180 Park Ave., Florham Park, NJ
☐		US Army Armament R&D	21 Picatinny Arsenal, Picatinny Arsenal, NJ
☐		Lucent Technologies	67 Whippany Rd., Whippany, NJ and 475 South St., Morristown, NJ and 5 Wood Hollow Rd., Parsippany, NJ and 24 Mountain Ave., Mendham, NJ
☐		Pfizer	Morris Plains/Parsippany
☐		Novartis Pharmaceutical	59 State Route 10, East Hanover, NJ
☐		Kraft Foods	200 Deforest Ave., East Hanover, NJ and 7 Campus Dr., Parsippany, NJ
☐		Mennen Sports Arena	161 E Hanover Ave., Morristown, NJ
☐		Honeywell	101 Columbia Rd., Morristown, NJ 07960

☐		Pfizer	5 Woodhollow Rd., Parsippany and 175 Tabor Rd., Morris Plains
☐		St. Clare's Hospital	130 Powerville Road, Boonton Township, NJ 07005 and 25 Pocono Road, Denville, NJ 07834 and 400 West Blackwell Street, Dover, NJ 07801 and 3219 Route 46 East, Suite 110, Parsippany, NJ 07054
Union County			
☐		A&M Industrial Supply Co	1414 Campbell St., Rahway
☐		A.J. Seabra, Inc.	574 Ferry St., Newark
☐		Bristol-Myers Products Research & Development	1350 Liberty Ave., Hillside
☐		Cede Candy, Inc.	1091 Lousons Road, PO Box 271, Union, NJ
☐		Comcast Network	800 Rahway Ave., Union, NJ
☐		Honeywell, Inc.	1515 West Blancke Street, Bldgs 1501 and 1525, Linden, NJ
☐		IBM Corporation	27 Commerce Drive, Cranford, NJ
☐		Howard Press	450 West First Ave., Roselle, NJ
☐		Lucent Technologies	600 Mountain Ave., Murray Hill, NJ
☐		Merck & Co., Inc.	1 Merck Drive, PO Box 2000, (RY60-200E) Rahway, NJ
☐		Rahway Hospital	865 Stone Street, Rahway, NJ
☐		Rotuba Extruders, Inc.	1401 Park Ave. South, Linden
☐		Union County College	1033 Springfield Ave., Cranford, NJ
Warren County			
☐		Masterfoods USA	800 High Street, Hackettstown, NJ
☐		Warren Hospital	185 Roseberry St., Phillipsburg, NJ
☐		Roche Vitamins	206 Roche Drive, Belvidere, NJ
☐		Hackettstown Hospital	651 Willow Grove St., Hackettstown, NJ
☐		Pechiney	191 Route 31 North, Washington, NJ
☐		Lopatcong Care Center	390 Red School Lane, Phillipsburg, NJ
☐		Mallinckrodt/Baker, Inc.	222 Red School Lane, Phillipsburg, NJ

3e. 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

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 apply)		
	BUILDING	**LOCATION**
☐	Morris County Library	30 East Hanover Avenue, Whippany, NJ 07981
☐	Warren County Library Headquarters	199 Hardwick Street, Belvidere, NJ 07823
☐	Essex County/Hall of Records	465 Dr. Martin Luther King, Jr., Blvd., Newark, NJ 07102 (973)621-4400
☐	Union County/Administration Building	Elizabethtown Plaza, Elizabeth, NJ 07207 (908)527-4100
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
4c. Sales/Rental Office for units (if applicable)		

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 (select one: municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI funding).

_____

Name (Type or Print)

_____

Title/Municipality

_____

Signature Date