

WARREN TOWNSHIP
HOUSING ELEMENT
AND
FAIR SHARE PLAN

Prepared for the
Warren Township
Planning Board

By

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With exhibits requested by Fair Share Housing Center 9/16/19

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New Jersey's Fair Housing Act of 1985 and the Municipal Land Use Law (the "MLUL") require municipalities to adopt a housing element addressing the municipal present and prospective housing need, with particular attention to low- and moderate-income housing. A housing element shall contain at least the following:

1. 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;
2. A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for the next ten (10) years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
3. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;
4. An analysis of the existing and probable future employment characteristics of the municipality;
5. 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
6. A consideration of the lands which 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.

INTRODUCTION

All existing affordable housing districts were established as a result of the Township's substantive certification on March 7, 1988. The Township received its 2nd round substantive certification from the Council on Affordable Housing ("COAH") January 10, 1996. The certification was extended until the 3rd round regulations were adopted by COAH.

Most of COAH regulations were ultimately determined to be invalid by the NJ Supreme Court. On March 10, 2015, the NJ Supreme Court directed the NJ Superior Court judges to decide the methodology to determine a municipality's fair share as well as rules and requirements to satisfy that fair share obligation.

This housing plan element incorporates prior housing plan locations and regulations and provides for a variety of lot sizes and housing types. The principal dwelling type in the Township is and remains a single-family home. The exceptions are the R-65/SC zone and the R-65 PAC zone. The R-65/SC district was established to permit senior citizen/adult housing in the 2nd round certification. The development is located in the Town Center. The R-65/PAC district was created in the 2nd round certification period but not included in the Township's 2nd round certification. The site is in the Town Center district, is fully developed and contributes 42 units to the Township's fair share in the 3rd round.

Four existing zones have an AH designation. These districts are fully developed and part of the Township's 1st round substantive certification. Lot sizes, development regulations and densities were all established as part of a mediation agreement entered into prior to certification granted March 7, 1988.

A 3rd round Housing Element and Fair Share Plan prepared in 1999 addressed the requirements of the adopted 3rd round COAH rules. The 3rd round rules were subsequently invalidated by the NJ Supreme Court. COAH's viability also terminated. The certification of an affordable housing plan for the 3rd round is now within the jurisdiction of the Superior Courts and in Warren Township's case, the Somerset County Superior Court.

The plan presented herein is the result of years of litigation and negotiation by the Township. This plan is a part of the Township's Settlement Agreement with Fair Share Housing Center dated October 10, 2018 and multiple developers to settle litigation entitled "In the Matter of the Township of Warren for a Judgement of Compliance of its 3rd Round Housing Element and Fair Share Plan".

WARREN HOUSING ELEMENT AND FAIR SHARE OBLIGATION

General Requirements

The Township's **fair share** is the sum of:

1. Deficient housing units occupied by low- and moderate-income households, which is referred to as the "rehabilitation share".
2. Remaining prior round (1987-1999) obligation assigned to a municipality by the COAH or the court for the period 1987 through 1999. The Township has fully satisfied its 1987-1999 obligation. The remaining obligation is "zero".
3. The Township's fair share of the affordable housing for the period 1999 to 2025 is set forth in **Appendix Table I**. There are 4 locations to be developed under the local Redevelopment and Housing Law (NJSA 40A:12A-1). Seven sites are inclusionary sites (see **Appendix Table II**).

Housing Element

The Township's Housing Element is designed to achieve the goal of providing affordable housing to meet the affordable housing obligation through 2025.

1. Housing inventory pursuant to N.J.S.A. 52:27D-310 (a).

The Warren Township housing stock is primarily single-family dwellings constructed after 1970. Total occupied dwellings increased from 3,688 in 1990 to 4,612 in 2000. Over the past twenty years more than 800 new units have been built. The Promenade adult housing development represented the largest single development in recent years.

The cost of housing in the Township reflects Somerset County rising real estate values. The cost of new housing is reflected in the economic well-being of the new population. The condition of nearly all housing in the Township is sound.

Appendix Tables II-IV show housing stock as compared to County development 2006-2015, by characteristics and type.

Residential development has declined considerably from the period January 2011 to present. This is due primarily to limited vacant land inventory.

2. Township demographics pursuant to N.J.S.A. 52:27D-310 (c).

The Township's median household size, income and age exceed county averages. Township income increased significantly from the 1990 census. The median age of the Township is 39.3 years as compared to County median age of 37.2 years. Median household size is slightly more than three persons per household as compared to the County median of 2.7 persons per household.

Background

Appendix Tables V-VI show income characteristics and age profile of Township population for the year 2010 (source: U.S. Census of Population).

Employment Trends

The bulk of the Township's employers are in the construction, trade, professional and health care fields. Also of note are finance and administration. These are all fields that are expected to see growth in the rest of the decade and beyond. The following table shows projected employment changes by industry.

**Projected Employment 2004 to 2014
Somerset County**

Industry Sector	Projected Avg. Annual % Change
Utilities	0.8
Construction	1.1
Manufacturing	-1.5
Wholesale trade	0.9
Retail trade	1.1
Transportation & warehousing	0.7
Information	-0.5
Finance & insurance	1.2
Real estate & rental & leasing	0.9
Professional, scientific, & technical	1.8
Management of companies & enterprises	1.2
Administrative & support & waste management & remediation service	1.4
Educational services	1.1
Health care & social assistance	2.8
Arts, entertainment, & recreation	2.4
Accommodation & food services	2.4
Other services (except public	2.4

Projections: NJDOL & WD, Feb. 2007

The occupations which are expected to see the most growth are shown by the table below.

Somerset County
Occupations with the Greatest Percentage Growth, 2004-2014

Soc Code	Occupation	2004		2014		Change: 2004-2014		Annual Average Job Openings		
		Number	Percent	Number	Percent	Number	Percent	Total	Growth*	Replacements
43-4011	Brokerage Clerks	50	0.0	150	0.1	50	68.9	10	10	0
29-2091	Orthotists and Prosthetists	50	0.0	100	0.0	50	62.1	10	0	0
31-1011	Home Health Aides	1,050	0.6	1,700	0.8	650	59.9	80	60	10
31-9092	Medical Assistants	50	0.0	100	0.1	50	49.3	10	0	0
15-1081	Network Systems and Data Communications Analysts	550	0.3	800	0.4	250	45.6	30	30	10
39-9021	Personal and Home Care Aides	200	0.1	300	0.2	100	45.1	10	10	0
29-2021	Dental Hygienists	350	0.2	500	0.2	150	42.4	20	20	0
31-9091	Dental Assistants	700	0.4	1,000	0.5	300	42.2	50	30	20
29-1122	Occupational Therapists	100	0.0	100	0.1	50	40.3	0	0	0
29-1123	Physical Therapists	150	0.1	200	0.1	50	40.1	10	10	0
15-1031	Computer Software Engineers, Applications	1,550	0.8	2,150	1.0	600	39.4	80	60	20
25-2011	Preschool Teachers, Except Special Education	800	0.4	1,100	0.5	300	38.4	40	30	10
37-2021	Pest Control Workers	50	0.0	100	0.0	0	37.1	0	0	0
21-2021	Directors, Religious Activities and Education	150	0.1	200	0.1	50	36.7	10	10	0
15-1032	Computer Software Engineers, Systems Software	1,000	0.5	1,400	0.7	350	36.6	50	40	10
39-9099	Personal Care and Service Workers, All Other	100	0.1	150	0.1	50	36.2	10	0	0
41-9022	Real Estate Sales Agents	550	0.3	700	0.3	200	33.0	30	20	10
29-2041	Emergency Medical Technicians and Paramedics	150	0.1	200	0.1	50	32.6	10	10	0

* Average Annual New Jobs will not equal annualized "Employment Change" since, for declining occupations, new jobs are tabulated as zero since no net job growth is projected, while the employment change is based solely on the difference between 2004 and 2014 employment totals.

Note: Occupational data include estimates of self-employed and unpaid family workers and are not directly comparable to the industry employment total.

Totals may not add due to rounding. Employment data are rounded to the nearest fifty and, job openings are rounded to the nearest ten.

Percentages and percent changes are based on unrounded data.

Prepared By: NJ Department of Labor and Workforce Development
Labor Market and Demographic Research
Occupational and Demographic Research
February 2007

All the included projections assume the current economic growth continues and that no unforeseen act of terrorism or global economic collapse occurs. Assuming this, job growth in Somerset County as a whole is expected to be 1% annually on average. Within Warren Township, the same growth is expected, barring the constraints of available land for development and labor force. The table below shows the recent workforce limits in the Township and the projections following this model through 2014.

Workforce by Sector
Warren Township, Somerset County, NJ

	US Census 2000	NJDOL 2003	NJDOL 2004	NJDOL 2005	NJDOL 2006	Estimated % Change 2004-14~	Estimated Numbers 2014
Total Population	14,219	15,295	15,432	15,630	15,816	9	16,821
Private wage and salary, self employed, family	6,102	8,707	8,755	10,179	12,315		11,406
Government Workers	<u>704</u>	<u>702</u>	<u>762</u>	<u>781</u>	<u>802</u>	4.0	<u>815</u>
TOTAL	6,806	9,409	9,517	10,960	13,117	11.5	12,220

SOURCE: US 2000 Census Bureau. Data rev. 8/23/08
 2003 and 2006 data: NJ Dept. of Labor & Workforce Devel.
 Developed from reported data on unemployment insurance.
 ~ Source: NJ DOL&WD, Feb 2007 and Projections 2014, and based on population aging data.

As population growth slows to below 1% per annum on average in the decade 2004 to 2014, and the population ages, we see a higher percentage of residents outside employable age. This is due to two significant trends occurring in the state: the population 45 to 64 years of age is increasing by 11% over that decade, and the population 65 and over is increasing by 16% over that decade. Two thirds of the new jobs over the decade will be created to replace workers who have retired or left their occupation. In Somerset County total private sector employment declined overall by 3.4% from 2000 to 2005. Employment increased in 2000 and 2001, then declined until 2004, and finally increased significantly over the next two years to historical high levels. These levels are not sustainable with an aging population, and we expect to see the total workforce contract slightly from 2006's benchmark. 2007 statewide job growth was at half the 2006 level, for example, and we expect to see this continue to contract. The workforce contraction, with the high cost of living in the township acting as a potential barrier to an influx of residents, may be another constraint, along with the lack of available land for development, that reduces growth in employment below the estimated numbers.

Source: Industry and Occupational Employment Projections for NJ: 2004-2014, Division of Labor Market & Demographic Research, and Somerset County Fact Book, NJ DOL&WD, Dec 2007.

Employment Outlook

The outlook for employment in growth Warren Township is compromised. Several large companies have left. On the positive side, existing large office buildings have been renovated and leased. Employers in the Township are experiencing growth, although they are running up against the limits of development space for future continued expansion and an aging population which commands higher salaries due to time on the job or is approaching retirement. The industry sectors expected to flourish includes those with the highest wages, for example professional services and finance, but also those of more modest wages, including health care, entertainment, food and administrative services.

MECHANISMS ADDRESSING 3RD ROUND 1999 TO 2025

Inclusionary Zones/R-65 PAC

Warren Township amended its zoning ordinance permitting zoning for higher density residential development during the 2nd round certification period. This action was not required as part of the 2nd round certification.

The new zone (R-65 PAC) resulted in 42 age restricted affordable units and addressed a portion of the 3rd round obligation. The Township is entitled 42 credits pursuant to NJAC 5:97-3.17 to its 3rd round obligation.

A second development plan for shared housing has been approved, constructed and occupied. The project is located in the R-10 AH/MF district. This zone was approved as part of the Township's 2nd round certification. The project has been developed by a registered nonprofit organization C.H.C. The project is best described as shared housing. The facility provides rooms for residents plus facilities for full time support personnel.

Warren Township has contracted with NJMFA to administer the affordability controls for the units in accordance with the Uniform Housing Affordability Controls, NJAC 5:80-26. A chart showing the breakdown of developments in this HEFSP which comply and which do not comply with the very-low, low and moderate income categories under the UHAC regulations and how the very low income requirement post-2008 is met is set forth on **Appendix XII**.

Extension of Affordability Controls

Extension of controls/existing 60 apartments and 57 townhomes. The Township extended by contract affordability controls for 60 apartments at the Whispering Hills rental development. The Township also extended affordability controls for 57 existing townhomes at the Woodland Acres municipally-sponsored housing development. The income stratification for these developments shall remain the same for the 3rd Round as detailed and set forth in the 2nd Round substantive certification.

Wagner Farm and Future Special Needs Bedrooms- See Appendix IX attached.

Inclusionary Projects Comply with Site Suitability Criteria and Conformance with the State Development and Redevelopment Plan

The Township's affordable housing projects described hereinabove conform to site suitability criteria. Sites are located in Planning Area 2 and all sites have sufficient remaining land after freshwater wetlands, if any, are taken into consideration.

SUMMARY OF PLAN

Warren Township's 3rd round plan is based upon the affordable housing obligation for the period 1986-2025. An obligation of 38 rehabilitation units, 865 affordable units plus 25 special needs units and 17 bonus units are provided for the 1999-2025 certification period and described hereinafter*. The fair share obligation is calculated in accordance with Superior Court decision.

* The total fair share is the sum of credits and bonuses and inclusionary zoning and provides for 907 units.

COMPLIANCE MECHANISM

1987-1999 PRIOR ROUND OBLIGATION

Rehabilitation share

The Township has completed 73 rehabilitation units beginning in June of 1991. The program is fully funded and ongoing.

Prior cycle credits

Two developmentally disabled homes were occupied post 1980. The facilities are 3- and 4-bedroom single-family homes and continue in operation (2 rental bonus credits).

Inclusionary zoning

The project is known as the Town Center project. This is a mixed-use project including 27 townhomes, six of which are age restricted low- and moderate-income households. Three of the six units are rental units. Affordability controls remain in place (3 for-sale units, 3 rental units and 2 bonus credits).

100% affordable units

This plan component consists of three projects

- ◆ Whispering Hills/60 rental apartments*
- ◆ Liberty Corner apartments/28 rental apartments and
- ◆ Woodland Acres/57 townhomes

All units are non-age restricted and occupied by low- and moderate-income families.

* This project has contracted for extended controls (see 2015-2025 plan element)

Alternative living/supportive and special needs

This plan component consists of three group homes (3 Cooperative Housing homes/25 bedrooms) and one special needs/supportive housing facility. Each is fully constructed and occupied (25 Cooperative Housing bedrooms and 6 NJCP bedrooms/14 rental bonus credits).

Camp Jotoni (Somerset County ARC) provides 10 units for special needs. The apartments are non-age restricted and occupied by very low-income residents (10 rental bonus).

RCA units- See **Appendix VII** for further explanation.

Assisted living

Chelsea 1 provides 8 units restricted to occupancy by Medicaid households.

Compliance bonus

The Township fully completed its Round 1 affordable housing obligation. Pursuant to then existing COAH rules, the Township is entitled to a 24-unit bonus credit applied to the 3rd round.

Rental bonuses

The Township claims 136 rental bonus units for the period 1986-1999, including pre-1986 credits. The credits toward the Township's fair share obligation are derived from inclusionary zoning age restricted rental housing (1 Town Center rental), 100% affordable rental housing (88 rental apartments), alternative living/supportive and special-needs housing (10 units), assisted living units (3 units) and prior round (2 units).

1999-2025 PERIOD/3RD ROUND

1999 to 2015- During this time period COAH's affordable housing regulations were substantially invalidated by the Supreme Court. Notwithstanding the foregoing, the Township had continued and continues to plan for and achieve development of affordable housing units.

Inclusionary zoning

This project consists of an age restricted development completed and occupied. 42 for sale affordable units have been developed and occupied. The project is known as the Promenade. Income qualification for these units is confirmed by letter dated July 31, 2019 from HMFA (See Exhibit XIII).

Supportive and special-needs/alternative living

The Mt. Bethel Village project provides for independent living facilities for emancipated adults. The building is completed and occupied. 10 units are credited for the period 1986-1999 and 31 units credited to period 1999-2015. The facility is known as Mt. Bethel Village (40 bonus credits). Based upon the letter from the Executive Director dated July 29, 2019 (see Exhibit XIII), there are a total of 53 beds with 49 occupied and 4 vacancies. All residents are receiving Medicaid or are Medicaid eligible.

A project known as Chelsea II a rental apartment building adjacent to the assisted living Chelsea I has a 7 affordable housing unit requirement. The units were transferred to the Mt. Bethel Village project (7 rental bonus credits).

Assisted living

A second assisted living project known as Brightview provides an additional 11 affordable units. Both projects are completed. See **Appendix VIII** attached for further explanation.

2015-2020 3RD ROUND OBLIGATION AND AHP PLAN

Total 2015-2025 prospective need obligation was calculated by FSHC and approved by the Court-appointed Master. The total obligation for the period 1999-2025 is 865 units plus 25 special needs units.

There are 32 affordable special needs housing units at the Wagner Farm site. The project is beginning site development. All households are Medicaid income eligible (very low income) (32 rental bonus credits).

A project known as North Hill/Washington Valley will provide special needs units for special needs persons. There are 10 affordable housing units (10 rental bonus credits).

Inclusionary zoning

1. Mountain Boulevard (3 sites). The three sites will provide 20 family affordable rental units (20 bonus credits).
2. K. Hovnanian/Emerson/Hillcrest Road. The project is planned to provide 144 for sale market rate units and 48 affordable for sale family units.
3. Hillcrest Crossing. The project fronts Hillcrest Road and Rt I-78. The project is planned to provide 132 market rate rental units and 44 affordable rental units (44 bonus credits).
4. Chase Partners. This project is planned as a multi-use development. It is bounded by King George Road, Mountain Avenue and Rt I-78. The project is planned to provide 107 luxury market rate townhouse units; 153 market rate rental units, 8 affordable for sale units and 67 affordable rental units.
5. Redevelopment Project/American Properties. The property is approximately 22 acres in size. 80 for-sale market rate units are being constructed and 25 affordable rental units are planned for a total unit count of 105 units. The project has Planning Board approval (25 rental bonus credits).
6. Redevelopment Project/Mount Bethel/Mt Horeb. The plan proposes 16 market rate rental units and 8 affordable rental family units (8 rental bonus credits).
7. Redevelopment project. The Flag Plaza complex has been designed as a redevelopment district. The project is proposed to create 24 market rate rental units and 20 affordable rental units (20 rental bonus credits).
8. Redevelopment project/100 percent affordable project. The Township entered into an agreement with PIRHL to develop 80 rental units on the remainder of the Township owned property. The site is designated in need of redevelopment. 46 rental bonus credits are included in the plan. The project has received Planning Board approval.

Extended affordability controls

A 60-unit 100% affordable apartment development has agreed (pursuant to contract with the Township) to extend controls for an additional 30 years. This development is commonly known as “Whispering Hills”. The contract is fully executed (60 credits) and the deed restriction has been recorded.

Extension of Controls

A 57-unit owner occupied affordable townhouse development has extended controls for an additional 30 years which is located in the urban renewal district (57 credits). The deed restriction has been recorded.

Rental bonus

The Township is limited by rule as to the number of rental bonus units. The Township has unclaimed credits and if further rules allow, the Township reserves the right to claim additional credits.

The Township’s Affordable Housing Plan provides for its full fair share obligation. The accompanying table entitled Warren Township AHP (Affordable Housing Plan) shows the history of affordable housing development and the planned development going forward. The map entitled Affordable Housing Project Locations shows the project location sites not developed and the number of affordable units assigned to each site as well as the number of market units.

A site suitability analysis (and supporting documentation) for each of the sites to be constructed as part of the 3rd Round obligation is attached as **Appendix X** attached hereto.

Please see Appendix XI with respect to those sites for which interest was expressed but the Township chose not to include in the 3rd Round HEFSP.

Please see **Appendix XIII** for deed restrictions for existing 3rd Round credits. Note that certain of the assisted living and special needs housing developments are represented herein by a Facility Information provided by the NJ Department of Health which requires its own deed restrictions to be recorded.

APPENDICES

**APPENDIX TABLE I
(SEE ATTACHED)**

Warren Township AHP

1 PRIOR ROUND - OBLIGATION							
2	Development	Type of development	Sale	Rental	RCA	Family Rental/Special Needs Bonus Credits	Total w/ bonus
3a	Pre-86-4 bds/spc needs (WarrenvilleRd)	Special Needs		4		4	8
3b	Pre-86-3 bds/spc needs (MthorebRd)	Special Needs		3		3	6
4	Town Center	Age restricted	3	3		0	6
5a	Township Affordable 100% WoodlandAcres (ownership)	Family for-sale	57				57
5b	Township Affordable 100% WhisperingHills (rental)	Family rental		60		60	120
5c	Township Affordable 100% LibertyCorner Village (rental)	Family rental		28		28	56
6a	Coop Housing B114 L22.01 & 22.02	Age restricted		5		0	5
6b	NJCP	Special Needs		6		6	12
7	Chelsea 1	Assisted Living		8			8
8	Jontoni	Special Needs		10		10	20
9	RCA - New Brunswick	RCA			166		166
10	Coop Housing B114.01 L73	Age restricted		5		0	5
11	Mt. Bethel Village	Special Needs		25		25	50
12	Substantial Compliance Bonus						24
13	Total ('87-99)		60	157	189	136	543
14							
15 GAP AND PROSPECTIVE NEED - CREDITS AS OF JULY 1, 2015							
16							
17	RCA - Perth Amboy	RCA			85		85
18	Promenade	Age-restricted for-sale	42				42
19	Chelsea II	Assisted Living (transferred to special needs - Mt Bethel Village)		7		7	14
20	Whispering Hills	Extensions of controls		60			60
21	Mt Bethel Village	Special Needs		19		19	38
22	Brightview	Assisted Living		11			11
23	Coop Housing B114 L22.01 & 22.02	Age restricted		15		1	16
24	Total Credits (99-25)		42	112	85	27	266
GAP AND PROSPECTIVE NEED - CALCULATED NEED FOR 1999-2025 (PURSUANT TO N.J.A.C. 5:93-2.17, EXCLUDING REHABILITATION OBLIGATION)							
25	Woodland Acres	Extensions of controls	57				57
27	Mtn Blvd (3 Sites)	Family rental		20		20	40
28	Flag Plaza	Family rental		20		20	40
29	American Properties	Family rental		25		25	50
30	K Hov	Family for-sale	48				48
31	Mt Horeb & Mt Bethel (Vincedes)	Family rental		8			8
32	Wagner Farm -(Block 83, Lot 4)	Special Needs		32		32	64
33	Hillcrest Crossing	Family rental		44		44	88
34	North Hill Wash Valley Lindberg Ave Twp	Special Needs		10		10	20
35	Project	Family rental		80		46	126
36	Chase	Family rental and for-sale	8	67			75

Warren Township AHP

Table 1

	Development	Type of development	Sale	Rental	RCA	Family Rental/Special Needs Bonus Credits	Total w/ bonus
2	Additional Special Needs Bedrooms (5 by 6/1/21, remainder by 12/31/24)	Special Needs		25			25
37	Total Mechanisms to Address Calculated Need (99-25)		113	331		197	641

**APPENDIX TABLES II-IV
(SEE ATTACHED)**

Table II

Total Housing Units by Municipality: 2000 and 2010

	2000		Percent of County		2010		Percent of County		Total Increase		Percent Increase		Percent of County Increase		Rank	
	Housing Units	% of County	Housing Units	% of County	Housing Units	% of County	Housing Units	% of County	Total Increase	% Increase	Total Increase	% Increase	2000	2010	2000	2010
Bedminster Township	4,467	4.0%	4,349	3.5%	-118	-2.64%	10	10								
Belvidere Township	9,485	8.5%	10,103	8.2%	618	6.52%	4	4								
Belvidere Borough	2,807	2.5%	2,871	2.3%	64	2.28%	13	13								
Bound Brook Borough	3,802	3.4%	3,816	3.1%	14	0.37%	12	12								
Branchburg Township	5,405	4.8%	5,419	4.4%	14	0.26%	7	7								
Bridgewater Township	15,879	14.2%	16,657	13.5%	778	4.90%	2	2								
Fair Hills Borough	386	0.3%	418	0.3%	32	8.29%	19	19								
Franklin Township	19,789	17.7%	24,426	19.8%	4,637	23.3%	1	1								
Green Brook Township	1,916	1.7%	2,448	2.0%	532	27.7%	16	15								
Hillsborough Township	12,854	11.5%	14,030	11.4%	1,176	9.15%	3	3								
Manville Borough	2,286	3.8%	4,277	3.5%	-19	-0.44%	11	11								
Milstone Borough	173	0.2%	167	0.1%	-6	-3.47%	21	21								
Montgomery Township	6,130	5.5%	7,902	6.4%	1,772	28.1%	6	5								
North Plainfield Borough	7,393	6.6%	7,848	6.4%	455	6.15%	5	6								
Peapack Gladstone Borough	871	0.8%	949	0.8%	78	8.96%	18	18								
Ramoth Borough	2,644	2.4%	2,847	2.3%	203	7.68%	14	14								
Rocky Hill Borough	295	0.3%	292	0.2%	-3	-1.02%	20	20								
Somerville Borough	4,682	4.4%	4,951	4.0%	69	1.41%	8	9								
South Bound Brook Borough	1,676	1.5%	1,865	1.5%	189	11.8%	17	17								
Warren Township	4,716	4.2%	5,258	4.3%	540	11.5%	8	8								
Watchung Borough	2,155	1.9%	2,234	1.8%	79	3.67%	15	16								
SOMERSET COUNTY	112,026	100.0%	123,127	100.0%	11,101	9.91%										

Source: US Census Bureau, 2000 Census, Summary File 1 (Table H3)
US Census Bureau, 2010 Census, Summary File 1 (Table DP-1)

CONSTRUCTION ACTIVITY

PERMIT & CERTIFICATE OF OCCUPANCY/APPROVAL SUMMARY
Through December 31, 2018



Table IV

Housing Units by Size

	Housing Units by Number of Bedrooms					Median Rooms per Unit
	0-1 Bedrooms	2 Bedrooms	3 Bedrooms	4+ Bedrooms		
Beemster Township	516	2,282	1,003	662	5.3	
Bernards Township	1,119	2,103	2,280	4,329	7.4	
Bernardsville Borough	183	458	666	1,499	7.7	
Bound Brook Borough	857	1,152	1,229	658	5.2	
Blanchburg Township	203	986	1,475	2,723	7.7	
Bigwater Township	1,379	2,725	5,490	6,655	7.1	
Far Hills Borough	5	98	83	166	7.9	
Franklin Township	2,917	9,135	7,538	5,659	5.8	
Green Brook Township	6	674	604	1,064	7.1	
Hillsborough Township	1,687	2,997	3,803	5,267	6.8	
Manville Borough	543	1,196	1,911	799	5.7	
Millstone Borough	11	15	62	61	7.0	
Montgomery Township	321	1,323	1,710	3,993	8.0	
North Plainfield Borough	1,860	1,939	2,789	1,406	5.3	
Peapack/Glassboro Borough	88	153	258	491	7.6	
Railton Borough	317	901	1,143	531	5.8	
Rocky Hill Borough	34	42	85	111	7.6	
Someville Borough	1,395	1,517	1,616	765	4.9	
South Bound Brook Borough	280	520	786	251	5.3	
Warren Township	219	331	1,184	3,143	8.4	
Watchung Borough	216	305	856	1,026	7.2	
SOMERSET COUNTY	14,156	30,852	36,577	41,259	6.5	

Notes: 5-Year Estimates are based on a sample of data collected between January 1, 2007 and December 31, 2011.

Source: US Census Bureau, American Community Survey, 2007-2011, 5-Year Estimates, Selected Housing Characteristics

**APPENDIX TABLES V AND VI
(SEE ATTACHED)**

Household Income Distribution: 2007 - 2011 (1 of 3)

	Less than \$10,000		\$10,000 to \$14,999		\$15,000 to \$24,999		\$25,000 to \$34,999	
	Total	Percent	Total	Percent	Total	Percent	Total	Percent
Bedminster Township	87	2.1%	60	1.5%	161	4.0%	278	6.8%
Bethards Township	196	2.1%	238	2.5%	312	3.3%	224	2.3%
Bethardsville Borough	23	0.9%	66	2.5%	84	3.2%	108	4.1%
Bound Brook Borough	100	3.0%	69	2.1%	245	7.3%	415	12.4%
Branchburg Township	51	1.0%	54	1.0%	164	3.1%	190	3.6%
Bridgewater Township	396	2.5%	440	2.8%	587	3.7%	820	5.2%
Far Hills Borough	13	3.8%	3	0.9%	3	0.9%	34	9.9%
Franklin Township	685	3.0%	427	1.8%	937	4.1%	1,227	5.3%
Green Brook Township	26	1.2%	21	0.9%	47	2.1%	99	4.4%
Hillsborough Township	209	1.6%	171	1.3%	539	4.2%	424	3.3%
Maaville Borough	134	3.5%	139	3.6%	347	9.0%	332	8.6%
Millstone Borough	1	0.7%	2	1.4%	6	4.1%	12	8.2%
Montgomery Township	101	1.5%	80	1.2%	139	2.0%	266	3.8%
North Plainfield Borough	196	2.7%	280	3.8%	578	7.9%	470	6.5%
Peapack/Gladstone Borough	6	0.6%	50	5.2%	42	4.4%	34	3.6%
Raritan Borough	108	4.1%	67	2.6%	234	9.0%	205	7.9%
Rocky Hill Borough	13	5.1%	0	0.0%	3	1.2%	10	4.0%
Someville Borough	135	3.0%	128	2.8%	313	6.9%	444	9.8%
South Bound Brook Borough	33	1.9%	0	0.0%	163	9.6%	85	5.0%
Warrenton Township	71	1.5%	34	0.7%	111	2.3%	132	2.8%
Watchung Borough	48	2.3%	46	2.2%	91	4.3%	125	5.9%
SOMERSET COUNTY	2,632	2.3%	2,375	2.1%	5,106	4.5%	5,934	5.2%

Source: U.S. Bureau of Census: 2007-2011 American Community Survey 5-Year Estimates, Selected Economic Characteristics

Household Income Distribution: 2007 - 2011 (2 of 3)

	\$35,000 to \$49,999		\$50,000 to \$74,999		\$75,000 to \$99,999		\$100,000 to \$149,999	
	Total	Percent	Total	Percent	Total	Percent	Total	Percent
Bedminster Township	362	8.9%	565	13.9%	497	12.2%	823	20.2%
Bernards Township	610	6.4%	1,311	13.7%	860	9.0%	1,658	17.3%
Bernardsville Borough	117	4.5%	408	15.6%	298	11.4%	449	17.2%
Bound Brook Borough	491	14.7%	657	19.7%	476	14.2%	467	14.0%
Branchburg Township	182	3.5%	777	14.9%	700	13.4%	1,103	21.1%
Bridgewater Township	992	6.3%	1,492	9.4%	2,025	12.8%	3,584	22.7%
Far Hills Borough	12	3.5%	40	11.7%	23	6.7%	59	17.2%
Franklin Township	2,185	9.5%	3,700	16.0%	3,798	16.4%	5,329	23.1%
Green Brook Township	81	3.6%	252	11.2%	275	12.2%	655	29.0%
Hillsborough Township	802	6.2%	2,016	15.6%	1,652	12.8%	3,200	24.8%
Manville Borough	729	18.8%	826	21.3%	599	15.5%	437	11.3%
Millstone Borough	15	10.3%	22	15.1%	19	13.0%	39	26.7%
Montgomery Township	329	4.8%	517	7.5%	685	9.9%	1,363	19.7%
North Plainfield Borough	1,121	15.4%	1,534	21.1%	1,058	14.5%	1,123	15.4%
Peapack/Gladstone Borough	80	8.4%	117	12.3%	45	4.7%	193	20.2%
Raritan Borough	298	11.4%	428	16.4%	489	18.8%	477	18.3%
Rocky Hill Borough	14	5.5%	65	25.7%	47	18.6%	56	22.1%
Somerville Borough	500	11.0%	846	18.7%	813	17.9%	890	19.6%
South Bound Brook Borough	271	16.0%	296	17.4%	325	19.2%	311	18.3%
Warren Township	327	6.9%	419	8.8%	517	10.9%	824	17.4%
Watchung Borough	170	8.0%	214	10.1%	291	13.8%	274	12.9%
SOMERSET COUNTY	9,688	8.5%	16,502	14.4%	15,492	13.5%	23,314	20.4%

Source: U.S. Bureau of Census: 2007-2011 American Community Survey 5-Year Estimates, Selected Economic Characteristics

Household Income Distribution: 2007 - 2011 (3 of 3)

	\$150,000 to 99,999	\$200,000 or more	Total	Percent	Total	Percent
Bedminster Township	507	725	1,232	12.5%	725	17.8%
Bernards Township	1,110	3,038	4,148	11.6%	3,038	31.8%
Bernardsville Borough	204	861	1,065	7.8%	861	32.9%
Bound Brook Borough	298	123	421	8.9%	123	3.7%
Blanchard Township	948	1,062	2,010	18.1%	1,062	20.3%
Bridgewater Township	2,515	2,943	5,458	15.9%	2,943	18.6%
Far Hills Borough	19	137	156	5.5%	137	39.9%
Fleeklin Township	2,549	2,257	4,806	11.0%	2,257	9.8%
Green Brook Township	415	389	804	18.4%	389	17.2%
Hillsborough Township	1,917	1,988	3,905	14.8%	1,988	15.4%
Manville Borough	195	137	332	5.0%	137	3.5%
Millstone Borough	23	7	30	15.8%	7	4.8%
Montgomery Township	1,132	2,306	3,438	16.4%	2,306	33.3%
North Plainfield Borough	580	340	920	8.0%	340	4.7%
Peapack/Gladstone Borough	184	203	387	19.3%	203	21.3%
Raritan Borough	117	183	300	4.5%	183	7.0%
Rocky Hill Borough	14	31	45	5.5%	31	12.3%
Somerville Borough	303	162	465	6.7%	162	3.6%
South Bound Brook Borough	138	75	213	8.1%	75	4.4%
Warren Township	613	1,700	2,313	12.9%	1,700	35.8%
Watchung Borough	242	615	857	11.4%	615	29.1%
SOMERSET COUNTY	14,023	19,282	33,305	12.3%	19,282	16.9%

Source: U.S. Bureau of Census: 2007-2011 American Community Survey 5-Year Estimates, Selected Economic Characteristics

Population by Age Group: 2000

	Under 5	5-17	18-24	25-34	35-44	45-54	55-64	65 and Over
Bedminster Township	482	1,046	265	1,590	1,759	1,368	902	890
Bernards Township	1,962	5,022	613	2,542	5,115	3,917	2,341	3,063
Bernardsville Borough	557	1,430	255	760	1,350	1,233	827	933
Bound Brook Borough	699	1,619	968	1,949	1,728	1,157	767	1,268
Branchburg Township	1,269	2,825	548	1,878	3,157	2,289	1,394	1,206
Bridgewater Township	3,295	8,095	1,718	5,595	8,421	6,344	4,029	5,443
Far Hills Borough	52	110	26	109	138	159	123	142
Franklin Township	3,733	8,244	3,036	9,218	9,572	7,034	4,261	5,805
Green Brook Township	371	1,047	229	655	1,067	796	605	884
Hillsborough Township	2,898	8,165	1,820	4,914	7,802	5,898	2,629	2,508
Manville Borough	516	1,719	653	1,434	1,869	1,348	978	1,826
Millstone Borough	17	67	12	46	58	79	61	70
Montgomery Township	1,514	4,406	525	1,708	3,869	2,899	1,371	1,189
North Plainfield Borough	1,654	4,009	1,606	3,837	3,872	2,695	1,434	1,996
Peapack/Gladstone Borough	183	472	110	263	469	394	246	296
Raritan Borough	460	1,021	346	1,028	1,190	750	517	1,026
Rocky Hill Borough	38	100	18	74	112	126	80	114
Someville Borough	869	1,990	983	2,210	2,237	1,445	951	1,738
South Bound Brook Borough	285	816	348	784	841	619	327	472
Warrenton Township	1,019	3,367	495	1,162	2,764	2,403	1,451	1,598
Watchung Borough	334	936	219	611	907	908	784	914
SOMERSET COUNTY	22,207	56,505	14,783	42,367	58,297	43,861	26,078	33,381

Source: US Census Bureau, 2000 Census, Summary File 1 (Table P12)

Annual Estimates of the Resident Population for Municipalities in New Jersey, by County: April 1, 2010 to July 1, 2017

Table VI
28

Area Name	Estimates as of July 1,									
	April 1, 2010	2010	2011	2012	2013	2014	2015	2016	2017	
<i>New Jersey</i>	8,791,894	8,803,708	8,844,694	8,882,095	8,913,735	8,943,010	8,960,001	8,978,416	9,005,644	
<i>Somerset County</i>	323,444	324,248	326,597	328,588	331,029	332,345	333,399	334,373	335,432	
Bedminster township	8,165	8,175	8,205	8,226	8,236	8,242	8,223	8,221	8,210	
Bernards township	26,652	26,738	26,834	26,946	27,023	27,072	27,026	27,034	27,061	
Bernardsville borough	7,707	7,732	7,751	7,771	7,774	7,786	7,790	7,815	7,815	
Bound Brook borough	10,402	10,428	10,472	10,515	10,527	10,521	10,492	10,470	10,468	
Branchburg township	14,459	14,539	14,600	14,647	14,656	14,671	14,648	14,698	14,712	
Bridgewater township	44,464	44,427	44,875	45,265	45,340	45,395	45,295	45,256	45,414	
Far Hills borough	919	921	926	929	930	930	928	928	927	
Franklin township	62,300	62,312	63,113	63,674	65,195	65,598	66,078	66,406	66,734	
Green Brook township	7,203	7,175	7,206	7,229	7,242	7,239	7,220	7,227	7,212	
Hillsborough township	38,303	38,421	38,834	39,094	39,245	39,597	39,758	39,876	40,003	
Manville borough	10,344	10,362	10,419	10,450	10,467	10,440	10,412	10,441	10,414	
Millstone borough	418	418	417	418	418	419	418	420	420	
Montgomery township	22,254	22,251	22,422	22,521	22,585	22,736	23,024	23,393	23,584	
North Plainfield borough	21,936	21,928	22,042	22,110	22,130	22,141	22,094	22,091	22,060	
Peapack and Gladstone borough	2,582	2,566	2,574	2,579	2,588	2,592	2,593	2,601	2,610	
Raritan borough	6,881	6,896	6,922	6,940	7,270	7,510	8,019	8,016	8,011	
Rocky Hill borough	682	683	688	687	691	691	689	689	688	
Somerville borough	12,098	12,118	12,172	12,200	12,210	12,213	12,185	12,177	12,418	
South Bound Brook borough	4,563	4,557	4,575	4,594	4,603	4,599	4,598	4,598	4,657	
Warren township	15,311	15,329	15,666	15,869	15,953	15,999	15,966	16,057	16,029	
Watchung borough	5,801	5,851	5,884	5,924	5,946	5,954	5,943	5,959	5,985	

Note: The estimates are based on the 2010 Census and reflect changes to the April 1, 2010

population due to the Count Question Resolution program and geographic program revisions.

All geographic boundaries for these population estimates are as of January 1, 2015.

An "(X)" in the 2010 Census field indicates a government that was formed or incorporated after the 2010 Census.

See additional information on these areas in the Geographic Boundary Change Notes

(see <http://www.census.gov/geo/reference/boundary-changes.html>).

* Princeton in Mercer County includes Princeton Borough and Princeton Township, the two units merged into a single Princeton in 2013

For population estimates methodology statements, see <http://www.census.gov/popest/methodology/index.html>.

**APPENDIX VII
EXPLANATION OF RCA CREDITS**

The Township funded the cities of New Brunswick in Round 1 and Perth Amboy in the 2nd to assist those communities in the development of new and renovated housing for low- and moderate-income families. A total of 251 units were funded.

**APPENDIX VIII
ASSISTED LIVING UNITS
FURTHER EXPLANATION**

Assisted Living- The Zoning Board Resolution, as part of the approval of the Chelsea II project, required 7 affordable units. These affordable units were transferred from the Chelsea II project to the Mt. Bethel Village project, since the owner of both projects is the same person (Herb Hefflich). The Mt. Bethel Village project is a 100% special needs development.

**APPENDIX IX
WAGNER FARM AND FUTURE SPECIAL NEEDS BEDS**

The Wagner Farm Site (Block 83, Lot 4) will provide 32 units of special needs housing. A certain Transfer and Development Agreement was executed between BCUW/Madeline Partners (the "Developer") and the Township on August 9, 2018, as authorized by Resolution No. 18-03 (copies of both documents are attached to this **Appendix IX**).

The Township, in accordance with Paragraph 13 of the Mount Laurel Affordable Housing Settlement Agreement, will provide for 25 additional special needs bedrooms as follows:

- a. Five (5) special needs beds shall be constructed and/or occupied by not later than December 31, 2021; and
- b. The remaining twenty (20) special needs beds shall be constructed and/or occupied by not later than December 31, 2024.

**TOWNSHIP OF WARREN
RESOLUTION NO. 18-203
TRANSFER AND DEVELOPMENT AGREEMENT
BCUW/MADELINE HOUSING PARTNERS, LLC**

WHEREAS, the Township of Warren ("Township") wishes to enter into a Transfer and Development Agreement ("Agreement") with BCUW/Madeline Housing Partners, LLC ("Developer"); and

WHEREAS, the purpose of this agreement is for the Developer to provide special needs housing in relation to the Township's 3rd Round Affordable Housing Plan; and

WHEREAS, the Developer will provide for thirty-two (32) affordable housing bedrooms for persons who are developmentally disabled; and

WHEREAS, it is necessary for the Township Committee to authorize the Mayor to execute the Agreement between the Township and the Developer.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Warren, in the County of Somerset, State of New Jersey as follows:

1. The Mayor and Township Clerk are hereby authorized to execute four (4) copies of the Transfer and Development Agreement, attached hereto as Exhibit "A."
2. A certified copy of this Resolution, together with two (2) executed copies of this Agreement shall be forwarded to the Bergen County United Way, one (1) copy will be transmitted to the Township Attorney's office and one (1) copy will be kept on file with the

INTRODUCED	SECONDED	COMMITTEE	AYE	NAY	ABSTAIN	ABSENT
		LAZO	x			
		MARION	x			
	x	GARAFOLA	x			
x		DINARDO	x			
		SORDILLO	x			

CERTIFICATION

I, Cathy Reese, Township Clerk of the Township of Warren, in the County of Somerset, New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted at a meeting of the Township Committee held on August 9, 2018.


 Cathy Reese, RMC
 Township Clerk

Exhibit "A"

Affordable Supportive Housing Development
188 Mountain Avenue
Lot 4, Block 83, Warren Township, New Jersey
Project Description

BCUW/Madeline Housing Partners, a New Jersey based not for profit affordable housing developer working in collaboration with Warren Township, will build rental housing at 188 Mountain Avenue for 32 adult individuals with developmental disabilities in partial fulfillment of the Township's 3rd Round affordable housing plan.

Recognized diagnoses of developmental disabilities include Autism, Cerebral Palsy, Down's syndrome, and Multiple Sclerosis.

BCUW/Madeline will build 2-3 one story buildings that may contain a mix of one and two bedroom units but will not exceed 32 bedrooms. A community room will also be included to support tenant gatherings – birthday parties, yoga classes etc.

A full site plan presentation will be made to the Warren Township Planning Board once geologic and other testing is completed at the site which will inform the project's architect and engineer on building placement and design. Application is expected to be made during 2019 with construction expected to begin by the end of 2019 and be completed by the end of 2020 depending on weather conditions.

Tenant selection will be made based on eligibility which includes a certified diagnosis of a developmental disability and compliance with income limits for affordable housing.

Only tenants will live at the site. There will be no caregivers living at the site though service providers will be on site to support tenants.

The project will operate like any residential setting. Tenants will leave during the day to attend service programs, work activities and on weekend participate in recreational activities in the area. Family and friends will visit as with any residential apartment type project.

Funding for construction is expected from a variety of sources and may include Federal, State and County funding, private philanthropic funds and potentially conventional bank financing.

Property maintenance will be done by BCUW/Madeline.

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188 Mountain Avenue
 Lot 4, Block 83, Warren Township, New Jersey
 Transfer and Development Agreement

This Agreement made as of the 9th day of August, 2018 ("Agreement")
 by and between the Township of Warren located at 46 Mountain Boulevard, Warren Township,
 NJ 07059 ("Transferor") and BCUW/Madeline Housing Partners, LLC located at 6 Forest
 Avenue, Suite 220, Paramus, NJ 07652 ("Developer"); and

WHEREAS, the Transferor is the record owner of property commonly known as 188
 Mountain Avenue and as Block 83, Lot 4, on the Tax Assessment Map of the Township of
 Warren (the "Property"); and

WHEREAS, the Transferor and the Developer seek to cause to be constructed and
 operated on the Property a supportive, affordable, housing structure which will provide thirty-
 two (32) affordable housing bedrooms for persons who are developmentally disabled (the
 "Project").

NOW THEREFORE WITNESSETH this Agreement that for and in consideration of the
 sum of One and no/100 (\$1.00) Dollar, the parties agree as follows:

1. The Transferor will lease use and occupancy of the Property to the Developer for
 a term of Ninety-Nine (99) years with full rights to develop, lien, occupy, and assign, or sublet
 the Property subject to this Agreement (the "Lease"). The total rent for the term of the Lease
 shall be the sum of One and no/100 (\$1.00) Dollar. The Lease shall contain a use restriction
 guaranteeing that affordability controls pursuant to the New Jersey Housing Affordability
 Controls Act (the "Act") and regulations adopted in connection therewith (the "Regs"). The
 Lease is to take effect promptly after contingencies stated below are met or waived by both

parties. The Lease shall impose a use restriction limiting the use of the Property by the Developer to providing affordable housing for persons with developmental disabilities.

2. Upon receipt of a fully signed copy of this Agreement, Developer will seek to obtain a formal commitment for financing for the erection of the Project that will be subject to, and comply with, licensing and regulations for affordable residences as well as for disabled persons as supervised by New Jersey State agencies. The combined soft costs and estimated construction costs to complete the Project being \$5,000,000.00, this Agreement is contingent upon Developer obtaining a formal financing commitment from individual, public, commercial financing and private foundation sources in the aggregate principal sum of Five Million and no/100 Dollars (\$5,000,000.00) within one (1) year from the date of this Agreement. The parties acknowledge that neither the Developer nor the Transferor shall be required to contribute funds to the completion of the Project. In the event such financing commitment is not timely obtained, either party may elect to terminate this Agreement on ten (10) days prior written notice delivered to the other party provided that, within the written notice period, Developer may elect to waive the financing contingency and proceed to Closing. In connection with any such financing, Developer shall have the right to grant any lender, or other party advancing the requisite financing, a security interest in the Property in the form of a first priority mortgage, lien or other instrument evidencing Developer's debt to such third party(ies). The grant of any such security interest shall not be deemed a prohibited transfer of rights hereunder or under the Lease.

(a) Pursuit of financing may require environmental testing and reports satisfactory to the financial agency. Transferor agrees to provide Developer with full access to the Property for the purpose of conducting its due diligence studies (the "Due Diligence Studies"). Developer agrees to conduct all Due Diligence Studies in such a manner as to not

unreasonably disturb or interfere with ongoing activities of Transferor or the Wagner Farm Arboretum. Developer shall not, prior to the closing, bring or invite to the Property or permit Developer's consultants to bring or invite to the Property, any person who is licensed as a Licensed Site Remediation Professional (as defined in the Site Remediation Reform Act, P.L. 2009, c. 60 (C.58:10C-1 et. seq.) and the regulations promulgated thereunder) (an "LSRP") or any person who at any time is under application to be licensed as an LSRP. Prior to the Closing of the Lease hereunder, Developer shall not share, and shall not permit Developer's representatives to share, any information relating to the Property with an LSRP, it being agreed that notwithstanding anything to the contrary contained in this Agreement, the provisions of this sentence shall survive the termination of this Agreement.

(b) Any portions of the Property which are disturbed or otherwise damaged by Developer or Developer's agents, consultants, employees, contractors, subcontractors, invitees, or other representatives must be restored by Developer, at Developer's sole cost and expense, as close as reasonably practicable, to their prior existing condition. Developer hereby agrees to protect, defend, indemnify, and hold Transferor, Transferor's employees, members, managers, agents, and officers harmless from and against any and all liabilities, claims, damages, demands, judgments, costs, expenses or losses incurred by Transferor for property damage claims or personal injury claims as a result of the conduct of the Due Diligence Studies or any other entry onto the Property by Transferor, its agents, employees, contractors, subcontractors, invitees, consultants or other representatives. Developer shall maintain or cause to be maintained, at Developer's expense, a policy of commercial general liability insurance, with a combined single limit of not less than One Million and 00/100 (\$1,000,000.00) Dollars per occurrence, insuring Transferor, Developer and anyone who has access to the Property on Developer's behalf and/or

performs any of the Due Diligence Studies, against any injuries or damages to persons or property that may result from or are related to Developer's and/or such Developer's agents' entry upon the Property. Prior to such entry upon the Property, Developer shall provide Transferor with written proof of such insurance.

(c) The Transferor agrees that as contained in any written financing commitment, upon request of a financing lender, the Transferor will subordinate any statutory right of reverter applicable to the Property, if any, due to the Lease in order to facilitate approval, development, construction and permanent financing provided all funds advanced by the lender are applied to soft costs and construction of this Project. The Property shall remain subject to a use restriction limiting the use of the Property to low income supportive housing for diagnosed developmentally disabled persons, unless the Transferor agrees in writing to a different use of the Property pursuant to a formal request by the then Property lessee. The Transferor's agreement to subordinate its right of reverter, if any, shall also extend to Quality Integrated Supports, a New Jersey non-profit corporation ("QIS") so long as the aforesaid financing is to effectuate the intent of this Agreement.

3. This Agreement is contingent upon the Transferor obtaining approval of the development plan from applicable Transferor governmental agencies, Fair Share Housing Center, and the New Jersey Superior Court for the Project that is satisfactory to the Transferor within one (1) year from the full and complete execution of this Agreement by all Parties. If this condition is not met or waived, either Transferor or Developer may terminate this Agreement upon seven (7) days' prior written notice.

4. Promptly upon receiving a fully signed copy of this Agreement, Developer will apply for approvals for construction of the Project and a building permit through the Transferor's

municipal agencies and the agencies of the State of New Jersey including, but not limited to, the New Jersey Department of Human Services. The Developer will, at its sole cost and expense, diligently prepare, file and pursue approvals of site plan applications, obtaining building permits, and thereafter pursue the erection and completion of the Project. If required by any Board or agency reviewing the site plan, Developer shall enter into a mutually agreeable developer's agreement concerning the construction of the Project. In the event final site plan approval for the Project is not obtained and a building permit issued within twenty-four (24) months of this Agreement being fully signed, either party may elect to terminate this Agreement by written notice delivered to the other party, or provide additional extensions of time to Developer in the Transferor's sole discretion. Upon such termination, there shall be no liability of either party to the other hereunder.

5. The Lease shall be executed within forty-five (45) days after a financing commitment satisfactory to the Developer has been formally received and the first building permit has been issued for the Project. The Lease shall be subject to the terms of the use restriction guaranteeing that the affordability controls pursuant to the Regs. shall apply to the Property.

6. Following the execution of the Lease and once construction financing has been formally obtained and once building permits have been issued, the Developer agrees to make all efforts to complete the construction of the Project within twenty-four (24) months. The twenty-four (24) month period shall be subject to extension for delays beyond the Developer's control including, but not limited to, acts of god, adverse weather conditions, unavailability of materials from anticipated sources of supply, labor difficulties, and physical conditions discovered on the Property not anticipated by the Transferor or the Developer related to environmental conditions.

In the event Developer fails to complete the Project, Transferor's remedy shall be to exercise its re-entry rights as landlord in accordance with the terms of the Lease. Developer shall not be required to contribute funds to the completion of the Project. Contemporaneously with the full and complete execution of this Agreement, an assignment (the "Assignment of Plans and Approvals") of all engineering, landscaping, architectural or other plans, approvals, permits and resolutions issued by any agency, body or board having jurisdiction over the Property and/or the Project shall be executed and delivered to the Transferor's Attorney. The Assignment of Plans and Approvals shall be in a form acceptable to counsel for the parties and shall be held in escrow by the Transferor's Attorney. The Assignment shall only become operative and delivered to the Transferor in the event of an uncured default as detailed in Section 8 below.

7. The Developer represents and warrants to the Transferor that:

(a) The Developer is qualified to manage the construction of the Project and is experienced in obtaining funding for projects of the nature of the Project undertaken pursuant to this Agreement.

(b) Once the Project is completed and an unconditional certificate of occupancy is issued, the Developer will cause the Project to be operated by a person or entity that is properly and continuously licensed to operate such projects in compliance with the regulations applicable to the Project. The licensed operator of the Project shall be subject to Transferor's consent, which shall not be unreasonably withheld, conditioned, or delayed provided that any such licensed operator adheres to and is subject to the terms of this Agreement, any and all laws applicable to such licensed operator and any restrictions of record affecting the Property. Transferor acknowledges that the anticipated licensed operator for the Project is QIS.

The Project is consistent with the mission of QIS which is dedicated to ensuring access to the highest quality of services and supports for individuals with developmental disabilities.

(c) The Developer is a valid and existing organization created and domiciled in the State of New Jersey and is authorized to do business in the State of New Jersey including the construction of projects such as the Project contemplated by this Agreement.

(d) The Developer is recognized by the Internal Revenue Service as a Section 501(c)(3) charitable organization.

8. The Property shall be ground leased subject to a right of re-entry to the Transferor that takes effect upon a default under this Agreement; provided the Transferor shall provide prior written notice to the Developer and the then Transferor approved operator, lease assignee, or subtenant of the Project (the "Approved Tenant") of not less than thirty (30) days stating the claimed default and providing the Approved Tenant with the opportunity to cure the claimed default within the said thirty (30) day period. Should the Approved Tenant undertake to cure the default and diligently thereafter pursue cure of the default and if such default is not be cured within the thirty (30) day notice period, the notice period shall be extended so long as the Approved Tenant continues to diligently pursue the cure. Notwithstanding the foregoing, in no event shall a cure period extend beyond one hundred twenty (120) days from the initial written notice, unless Transferor, in its sole and absolute discretion, allows such an extension. Upon the expiration of the aforesaid one hundred twenty (120) day timeframe, the re-entry shall be deemed to be automatic without any further instrument or documentation whatsoever. In addition, default shall occur upon the following events under the Lease of the Property:

(a) The Approved Tenant ceases to exist as a legal entity under the laws of the State of New Jersey as the result of any bankruptcy or similar insolvency proceeding, voluntary dissolution or forfeiture of charter;

(b) The Approved Tenant fails to obtain an unconditional certificate of occupancy for the Project that complies with building codes of the Transferor, the State of New Jersey or regulations satisfying requirements for residences for developmentally disabled persons within the twenty-four (24) months after issuance of building permits, as extended through diligent efforts to complete construction;

(c) The Approved Tenant fails to continuously provide a person or entity licensed by the New Jersey Department of Human Services or its successors to operate the Project facility as a service provider. Approved Tenant may retain the services of an independent licensed service provider duly licensed by the New Jersey Department of Human Services. Transferor acknowledges that the anticipated licensed Transferor for the Project is QIS and represents that it will not unreasonably withhold or delay its consent to QIS serving as the licensed operator, tenant or subtenant for the Project;

(d) The Approved Tenant ceases to be recognized as a charitable organization pursuant to Internal Revenue Code Section 501(c)(3) during construction, and, after the unconditional certificate of occupancy is issued;

(e) The Developer attempts to assign or sublet the Lease and Property, the Project or its obligations to construct, own and operate the Project under this Agreement without the prior written consent of the Transferor, the consent not to be unreasonably withheld or delayed; provided however that Developer shall not be deemed in default of this Agreement by

entering into a third party agreement with QIS or other Transferor-approved licensed operator of the Project in order to operate the Project; or

(f) The Property ceases to be occupied as a residence by qualified low income tenants who are developmentally disabled and in need of supportive housing in compliance with the Act and the Regs.

9. In the event of a default and failure to cure resulting in the right of re-entry by Transferor under the Lease, Transferor shall accept the Property "AS IS" and "WHERE IS" including, but not limited to, any deed restrictions, covenants, liens, and requirements imposed as the result of funding of the construction and operation of the Project, or the New Jersey Department of Human Services, as well as any financial liens or encumbrances and easements granted by the Approved Tenant in pursuit of compliance with local and state site plan approvals, building permits, construction of improvements, utility company requirements, and New Jersey Department of Environmental Protection requirements applicable to the Project. As stated in Section 6 above, the Transferor's attorney shall release an Assignment of Plans and Approval being held by him or her in escrow. The re-entry rights shall be subordinate to recorded financing liens.

10. To the extent permitted by state or federal laws, the service provider or the then operator of the Project shall give preference to occupancy of the Project to qualified persons who have resided in the Township of Warren for not less than six (6) months prior to applying for residence.

11. In the event the re-entry is implemented, the Developer, and its permitted successors and assigns, shall have no claim on the Property or against the Transferor for compensation or reimbursement of any funds expended in the construction and operation of the

Project beyond any recorded liens against the leasehold interest. So long as funds advanced by construction lenders are applied to soft costs of the Project preparation and construction of the Project, the Transferor shall have no recourse against the Approved Tenant. The Transferor's rights shall be subject to the rights of development and construction financing lien holders.

12. All notices with regard to this Agreement shall be in writing and delivered to the other party in the following manner:

- (a) by certified mail, return receipt requested, effective one day after mailing;
- (b) by nationally recognized overnight delivery service, effective one day after delivery to the overnight service;
- (c) by facsimile initiated between 9 A.M. and 4:30 P.M. on any business day that is not a New Jersey banking holiday followed by certified mail, return receipt requested, of a copy of the notice, effective upon initiating of the facsimile;
- (d) by any other future form of electronic communication where proof of initiating the transmission to the correct electronic address can be documented in writing which electronic notice shall be effective upon initiation; or
- (e) by personal delivery to the principal office of the party and to the person designated by that party in writing from time to time, effective upon personal delivery.
- (f) Notices shall be delivered to the following persons:
 - (i) Notices to the Transferor shall be addressed to the Township of Warren, 46 Mountain Boulevard, Warren Township, NJ 07059, Attn: Township Administrator with a copy to the Township Attorney;
 - (ii) Notices to Developer shall be addressed to BC UW/Madeline Housing Partners, LLC, 6 Forest Avenue, Suite 220, Paramus, NJ 07652, Attn: Thomas

Toronto, Co-Manager, with a copy to Madeline Corporation, 555 Tenth Street, Palisades Park, NJ 07650, Attn: Shari DePalma, Co-Manager, with a copy to Beattie Padovano, LLC, P.O. Box 244, 50 Chestnut Ridge Road, Suite 208, Montvale, NJ 07645-0244.

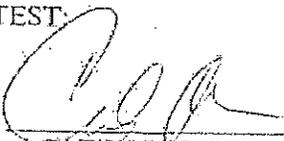
(iii) Notices to QIS (for purposes of notifying QIS of an default hereunder and providing QIS with an opportunity to cure any default by Developer hereunder) shall be addressed to c/o Lisa Parles, Esq., Parles Rekem LLP, 675 Morris Avenue Springfield, New Jersey 07081.

13. This Agreement contains all of the terms and conditions of the understanding of the parties. This Agreement may only be changed by written anendment executed by both parties.

14. Transferor represents that this Agreement has been reviewed on behalf of the Transferor and the execution of this Agreement has been authorized by appropriate adopted resolution of the governing body of the Transferor. The execution of this Agreement by the Managers of the Developer is duly authorized by executed resolution of the Members in accordance with the Operating Agreement.

ATTEST:

By:


CATHY REESE, RMC
Township Clerk

TOWNSHIP OF WARREN

By:


VICTOR J. SORDILLO, Mayor

BCUW/MADELINE HOUSING PARTNERS, LLC

By:


THOMAS TORONTO, Manager

By:


SHARI DEPALMA, Manager

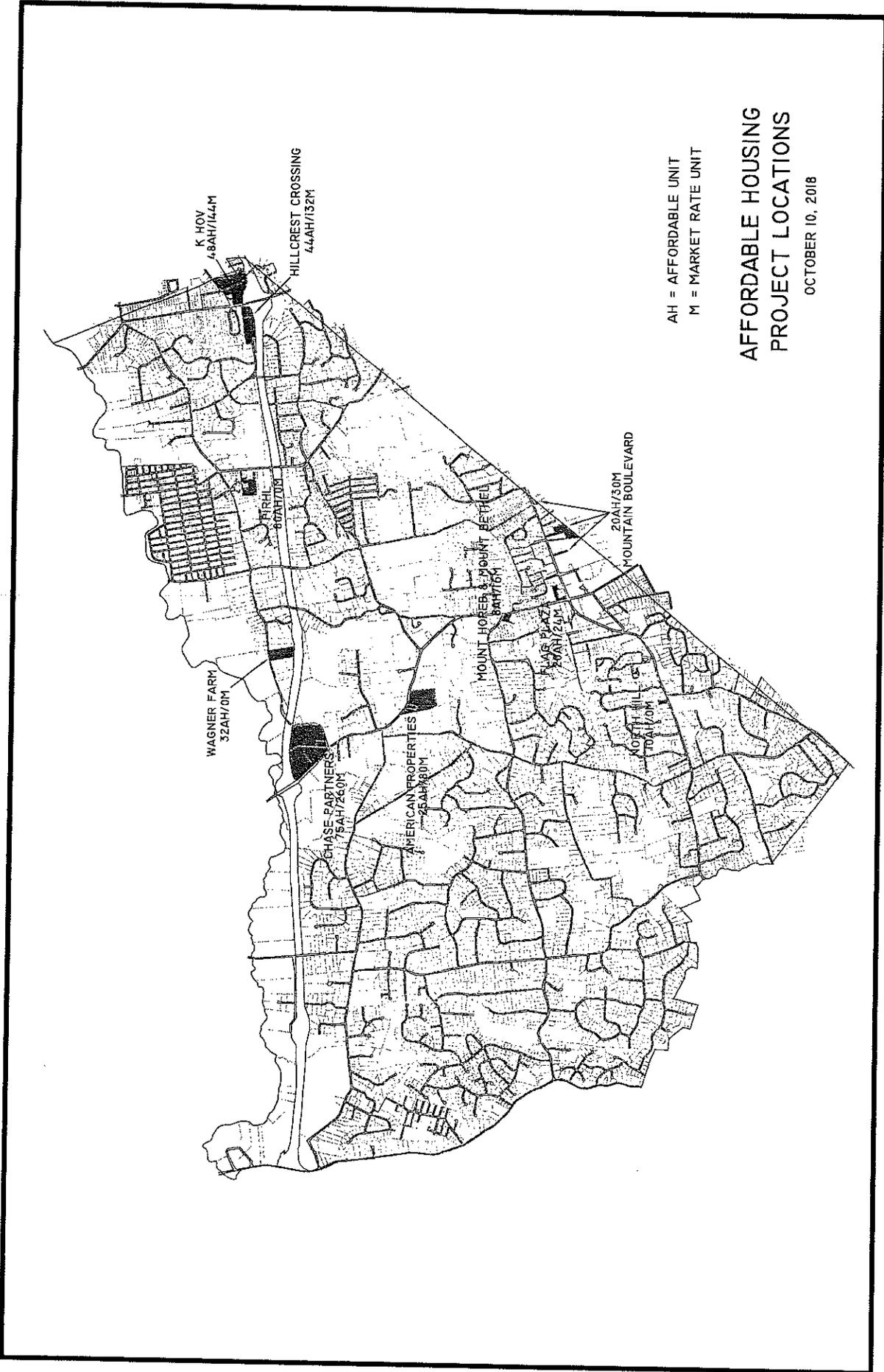
**APPENDIX X
SITE SUITABILITY ANALYSIS
UNDER NJAC 5:93-5.1(b)**

See pages which follow

SITE SUITABILITY ANALYSIS

Under NJAC 5:93-5.1 (b)

There are 12 affordable housing sites contained in the Warren Township Affordable Housing Plan. Each site was reviewed by the Court appointed Master prior to the Township fairness hearing. The following plans and narrative are submitted in support of the foregoing.



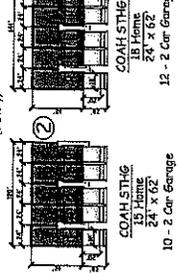
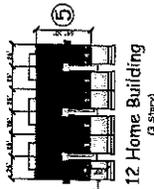
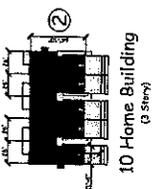
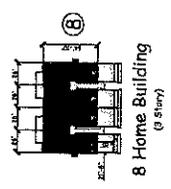
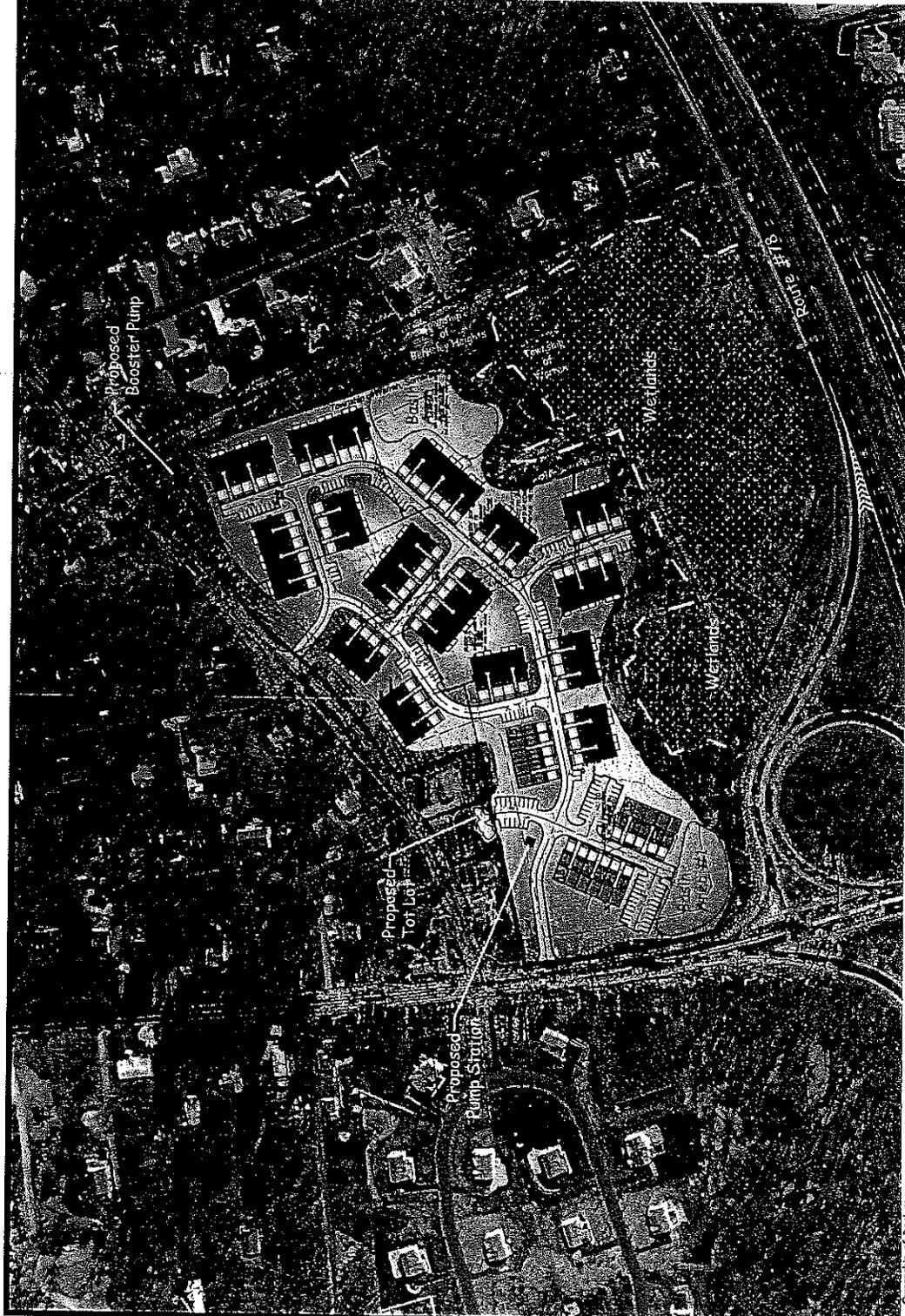
SITE SUITABILITY PROFILE FOR INCLUSIONARY SITES

Inclusionary Site	Block/Lot	Total Acres	Developable Acres	Developable Portion of Site	Total Units	Market/Affordable	Neighborhood	Topographic Condition	Utilities
K. HOV	B208, L4, 10, 12, 19	29.7	22.3	22.3	192	144/48	Medium density single family/I-78	Flat to rolling	All available
HILLCREST CROSSING	B205 L58, 59, 60, 61	14.5	14.3	14.3	176	132/44	Medium density single family/I-78	Rolling	All available
PIRHL	APPROVED PRELIMINARY & FINAL SITE PLAN	8.17	7	7	80	0/80	Medium density single family/I-78	Rolling	All available
WAGNER FARM	B83 L4	7	7	7	32	0/32	Rural open space	Rolling	On site systems
CHASE PARTNERS	B85.01 L1, 2, 3, 4	50.6	24	24	335	260/75	Corp office park multi family	Plateaus to stream corridor	All available
AMERICAN PROPERTIES	APPROVED PRELIMINARY AND FINAL SITE PLAN				105	80/25	Industrial/commercial/rural	Generally rolling	All available
MT HOREB/MT BETHEL	B71 L37.01	2.59	2.59	2.59	24	16/8	Commercial	Site graded pre-development	All available
FLAG PLAZA	APPROVED PRELIMINARY AND FINAL SITE PLAN				44	24/20	Town center	Flat	All available
MT BLVD EAST	B92 L1	0.3	0.3	0.3	4	2/2	Town center	Flat	All available
MT BLVD CENTRAL	B90 L2	7.09	4	4	26	16/10	Town center	Flat	All available
MT BLVD WEST	B89 L4	1.79	1.3	1.3	20	14/6	Town center	Flat	All available
NORTH HILL	B69 L8.01	1.5	1.5	1.5	10	0/10	Church/storage yard single family	Flat	All available

All sites have been rezoned or redevelopment plans approved. PIRHL, American Properties and Flag Plaza have received preliminary and final site plan approval. Attached are concept plans.

KHOV Project Site

A concept plan has been developed for the property. The plan shows the limits of wetlands.



144 STHGs (26' x 65')
48 COAH Homes
192 Total Homes

CONCEPT PLAN
Berkeley Aquatic Center
Township of Warren
Somerset County, NJ



December 19, 2018

Ownership of Design:
All drawings and designs are the intellectual property of KJovannian Homes LLC and its affiliates. They may not be used by any other parties for any purpose without the specific written consent of KJovannian Homes LLC and/or its affiliates.

Note: This document is NOT a survey and is to be utilized for illustrative purposes only.

Hillcrest Crossing

A concept plan has been developed for the property. Special consultant/traffic engineer has developed a concept plan for the coordinated development of the Hillcrest Crossing and K HOV projects. The single developmental issue for this location was traffic management.

PIRHL

This project has received Planning Board approval. The project LOI was challenged. The Department of Environmental Protection determined that the LOI was valid and properly issued. (NJDEP confirmation attached)

Wagner Farm

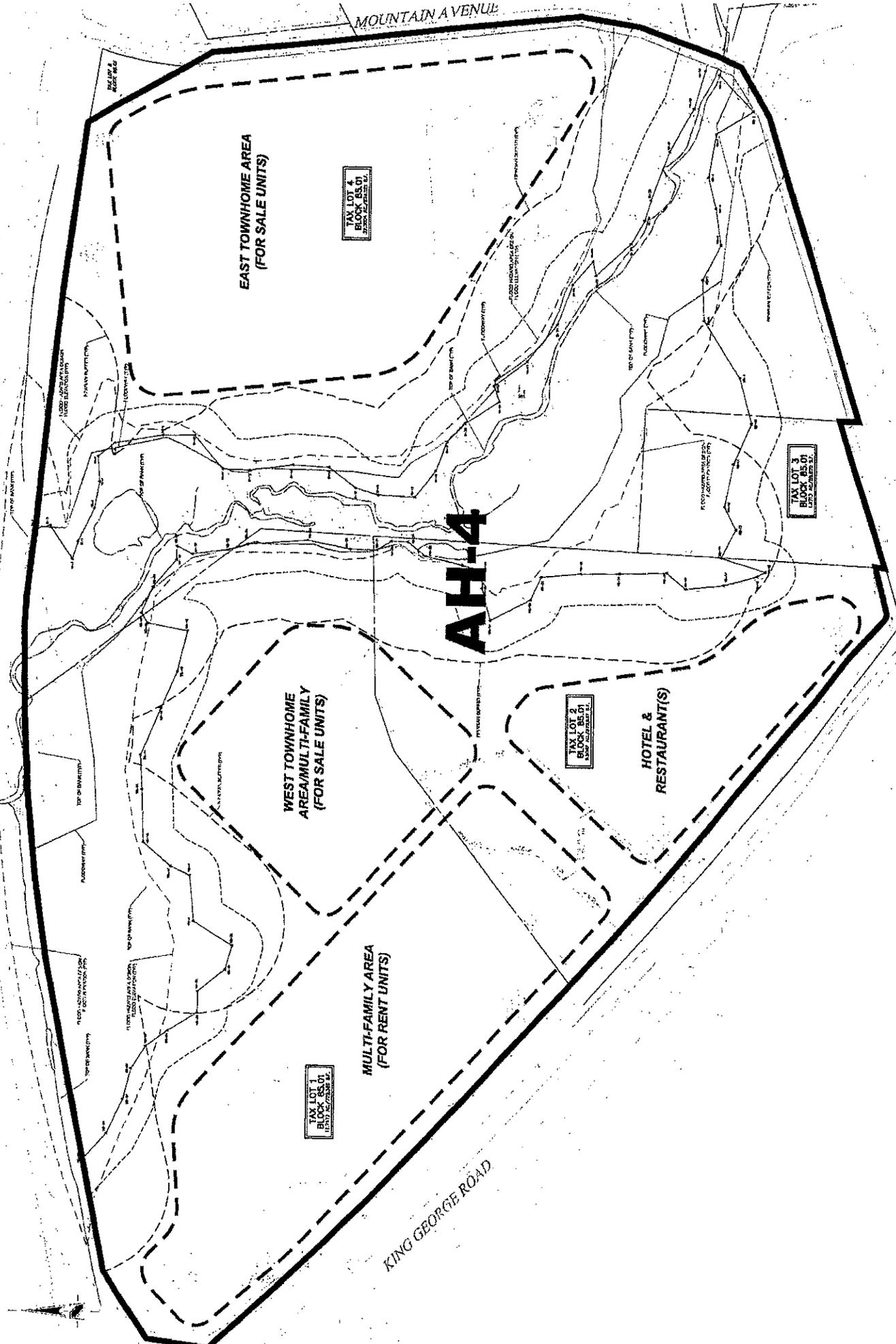
A concept plan has been developed. Soil investigation has been completed and preliminary application to NJDEP for site septic disposal has been made.

Chase Partners

A concept plan has been developed. The concept plan shows the limits of the flood hazard area and wetlands.

MOUNTAIN AVENUE

ROUTE 78 INTERSTATE HIGHWAY



KING GEORGE ROAD

American Properties

This site has received preliminary and final site plan approval. The plan is in the final stages of compliance and site development is expected in the immediate future.

Mount Horeb/Mount Bethel

All site work was accomplished approximately 15 years ago. Site work includes installation of storm water management facilities, water and sewer lines and site grading. This was accomplished in connection with construction of an office building at this location. The office building was abandoned and the site remained dormant for approximately 15 years.

The site is being repurposed for a multifamily housing development including eight affordable housing units.

Flag Plaza

This is a redevelopment site in the center of Town. An existing building is being demolished and a new multifamily structure built in its place. Further, the second story of an existing commercial structure is being repurposed for affordable housing units. The project has received preliminary and final site plan approval.

Mountain Boulevard - 3 Sites

A survey showing the wetland limitation of the larger of three sites is provided. The survey shows that approximately 4 acres of upland are available for development of 26 units of which 10 would be affordable.

North Hill

This is an existing vacant lot fronting Washington Valley Road. This project is being developed in conjunction with the Hillcrest Crossing project. The site will be developed for 10 special needs households (expected as single person households)

APPENDIX XI
SITES NOT INCLUDED IN 3RD ROUND PLAN

Two developers expressed interest in including their sites (whether contracted for or owned) in the 3rd Round HEFSP but the Township chose not to include, namely:

1. The "Dealaman Site": identified as Lots 8 & 9 in Block 78, this 23 acre site, was proposed by Premier Developers to be included in this 3rd HEFSP but because this site was presented at the last minute by the developer, and the Township had already satisfied its affordable obligation for the 3rd Round, the Township chose not to include this site. Additionally, this site is located in the Stage IV sewer service area for which no current sewer capacity exists.

2. Lot 23 in Block 70.03 comprised of approximately 6 acres was proposed by Elite Properties for a mixed-use development with a number of affordable units included. The Township elected not to select this site since it had already satisfied its 3rd Round affordable housing obligation.

3. The Broda property identified as Block 82 in lot 12.02 comprised of 61 acres was rejected by the Township for affordable housing by Chase Partners since there was no sewer capacity available in the Stage IV sewer plant to accommodate this development.

**APPENDIX XII
SITES WHICH DO AND DO NOT
COMPLY WITH UHAC INCOME SPLIT**

See page attached

UHAC INCOME STRATIFICATION REQUIREMENTS

There are 12 project locations included in the Township's Affordable Housing Plan. None of the projects have proceeded to construction although several have received plan approval by the Planning Board. The following lists the status of each site and expectation to conform to UHAC requirements (for location of each site see attached map entitled *Affordable Housing Project Locations*)

1. K HOV (intersection of Hillcrest Road and Route I-78) the project is expected to conform.
2. Hillcrest Crossing (intersection of Hillcrest Road and Route I-78) the project is expected to conform.
3. PIRLH (Lindbergh Avenue) the project is 100% affordable housing (80 units), 13% very low; 37% low; 50% moderate.
4. Wagner Farm (Mountain Avenue) the project is a special needs facility and will be 100% affordable (32 units) and will conform to UHAC requirements.
5. Chase Partners (King George Road-Route I-78) the project is expected to conform
6. American Properties (Mt. Bethel Road) the project has received preliminary and final site plan approval. The project is expected to conform.
7. Mount Laurel/Mt. Bethel. The project is expected to conform.
8. Flag Plaza (Mt. Bethel/Mountain Blvd.) the project is a redevelopment site and has received preliminary and final site plan approval. Affordable units are located in a repurposed second-story commercial building. The Township expects the average household income to equal 52% of the median income. The stratification of the income will conform to UHAC requirements.
9. Mountain Blvd. consists of three individual sites. The first site will consist of four units 2 of which will be affordable. A second site will consist of 26 units of which 10 will be affordable. The third site will consist of 20 units of which six are affordable project sites two and three are expected to conform. The first site may require waivers/adjustments due to its small size.
10. North Hill (Washington Valley Road) this project is 100% affordable and will serve special-needs persons. The project is expected to conform.
11. But for Item 9 (first project) all projects are projected to conform to UHAC requirements.

APPENDIX XIII
DEED RESTRICTIONS

1. The COAH Substantive Certification for Rounds 1 and 2 are attached to this Exhibit XIII.
2. The Deed Restrictions for Woodland Acres (as such controls were extended) is attached to this Exhibit XIII.
3. The Deed Restriction for Whispering Hills extension of controls is attached to this Exhibit XIII.
4. Brightview-See attached.
5. Mt. Bethel Village - See attached.
6. Camp Jotoni – See attached.
7. The Promenade – See attached.
8. Chelsea I – See attached.
9. Cooperative Housing – See attached.
10. Town Center – See attached.

*cc: K...
...
2/5/88*



STATE OF NEW JERSEY
COUNCIL ON AFFORDABLE HOUSING

Mark K...

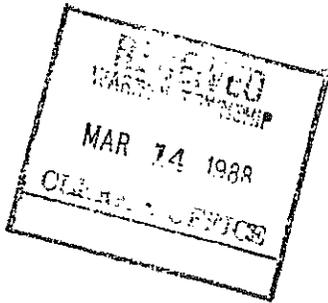
James L. Logue, III, Chairman

609-530-6663

11 C Princess Road

CN 813

Trenton, NJ 08625-0813



March 8, 1988

Mayor, Warren Township
46 Mountain Blvd.
Warren, NJ 07060

Dear Mayor:

Enclosed please find a copy of the resolution of the Council on Affordable Housing (COAH) granting your municipality substantive certification.

If you have any further questions, please contact this office at (609)530-6663.

Sincerely,

Douglas V. Opalski

Douglas V. Opalski, Executive Director
Council on Affordable Housing

enclosure

cc: Municipal Attorney
Planning Board Chairman

DVO:va
d0101k

RESOLUTION GRANTING SUBSTANTIVE CERTIFICATION No. 31

WHEREAS, on May 7, 1987, Warren Township, Somerset County submitted an adopted housing element and fair share plan dated April 10, 1987 and prepared by John Chadwick, P.P. to the Council on Affordable Housing (COAH); and

WHEREAS, since Warren Township is a court transferred matter, the submission of its adopted housing element and fair share plan was deemed to be a petition for substantive certification pursuant to N.J.A.C. 5:91-4.2; and

WHEREAS, Warren Township published notice of its petition for substantive certification in the Courier News, which is a newspaper of general circulation within the municipality and county, on May 4, 1987, pursuant to N.J.S.A. 52:27D-313 and N.J.A.C. 5:91-4.3; and

WHEREAS, valid objections were filed to Warren Township's substantive certification within 45 days from the publication of its notice of petition for substantive certification, pursuant to N.J.S.A. 52:27D-314 and N.J.A.C. 5:91 et. seq.; and

WHEREAS, as a result of the filing of valid objections, COAH engaged in mediation with the objectors and Warren Township pursuant to N.J.S.A. 52:27d-315 and N.J.A.C. 5:91-7.1 et. seq.; and

WHEREAS, mediation resulted in the resolution of all objections and further resulted in agreement between the parties as detailed in the mediator's report which is attached to this resolution as Appendix A and is incorporated herein; and

WHEREAS, the objections not resolved in mediation were objections to the Council's rules and were not contested cases pursuant to N.J.S.A. 52:14B-1 et seq.; and

WHEREAS, COAH having considered the mediator's report, and the COAH review report which is attached hereto as Appendix B; and

WHEREAS, COAH by separate resolution on this date, approved the Regional Contribution Agreement between Warren and New Brunswick for the transfer of 166 units from Warren to New Brunswick; and

WHEREAS, COAH having reviewed Warren Township's petition for substantive certification to determine whether it is consistent with the rules and criteria adopted by COAH and the achievement of low and moderate income housing needs of the region; and

WHEREAS, COAH further having reviewed the Township of Warren's petition for substantive certification to determine whether the combination of the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations, and the affirmative measures in the housing element and implementation plan make the achievement of the municipality's fair share of low and moderate income housing realistically possible; and

WHEREAS, COAH has determined that Warren Township's precertified need is 367; and

WHEREAS, COAH has reviewed Warren's request for a waiver of N.J.A.C. 5:92-14.4(d) which would allow Warren to receive a rental bonus credit prior to the construction and occupancy of the units agreed to be constructed pursuant to agreements reached in mediation with F and W Associated/Feruggia Associates and AMG Realty Co./Skytop Land Co.; and

WHEREAS, COAH has determined that Warren's request for the above mentioned waiver should be granted since there are signed agreements with the developers which set forth a construction schedule that states when the units will be constructed; and

WHEREAS, COAH has further determined that Warren's fair share plan is consistent with the achievement of low and moderate income housing needs of the region; and

NOW THEREFORE BE IT RESOLVED that Warren Township's petition for substantive certification of its housing element and Fair Share plan is hereby granted; and

BE IT FURTHER RESOLVED that pursuant to the agreements reached in mediation as set forth in the mediator's report, Warren shall commence construction on its municipal housing project located at the intersection of Mountain Avenue and Stirling Road within one year from the date of this certification and shall complete such construction within two years of the date of this certification; and

BE IT FURTHER RESOLVED that Warren Township shall provide \$340,000 for the cost of rehabilitation of its indigenous need of 34 deficient units. Such funds shall be provided on a pro-rate basis over the six year certification period. The appropriation schedule shall be as follows:

November 1, 1988	\$50,000
May 1, 1989	\$70,000
May 1, 1990	\$80,000
May 1, 1991	\$70,000
May 1, 1992	\$70,000

The Township shall notify the Council in writing within 7 days of the appropriation of funds at each interval as described herein. This notification shall include the amount and source of the funds provided.

BE IT FURTHER RESOLVED that Warren Township shall adopt its fair share housing ordinance and execute the RCA with the City of New Brunswick within 45 days of the date of the granting of substantive certification; and

BE IT FURTHER RESOLVED that Warren Township shall provide COAH with a certified copy of the adopted fair share housing ordinance within one week of the adoption; and

BE IT FURTHER RESOLVED THAT Warren Township shall adopt its fair share housing ordinance and execute the RCA with the City of New Brunswick within 45 days of the date of the granting of substantive certification; and

BE IT FURTHER RESOLVED that this certification shall be for a period of six years from the date of its certification; and

BE IT FURTHER RESOLVED that Warren Township shall provide COAH with a certified copy of the adopted fair share housing ordinance within one week of the adoption; and

BE IT FURTHER RESOLVED that any changes in the facts upon which this certification is based, or any deviations from the terms and conditions of this certification, which affects Warren Township's ability to provide for the realistic opportunity for its fair share of low and moderate income housing and which Warren Township fails to remedy, may render this certification null and void.

I hereby certify that this resolution was duly adopted by the Council on Affordable Housing at its public meeting on *March 7, 1988*.


James L. Logue, III, Chairman
Council on Affordable Housing

d0449e

The New Jersey Council on Affordable Housing,

in accordance with the Provisions of the

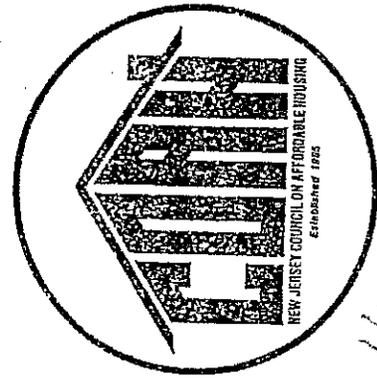
Fair Housing Act,

hereby grants Substantive Certification to

**CERTIFIED
Warren Township, Somerset County**

January 10, 1996 to January 10, 2002

Department Of
COAH
Community
Affairs



Harriet Derman

Commissioner Harriet Derman, COAH Chair

Shirley M. Bishop

Shirley M. Bishop, COAH Executive Director

File COAH

*Return
FOADM*

1.10.96



State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
CN-813
TRENTON NJ 08625-0813
609-292-3000
FAX: 609-633-6056
TDD#: (609) 278-0175

RECEIVED
JAN 16 1996

HARRIET DERMAN
Chairperson
SHIRLEY M. BISHOP, P.P.
Executive Director

CHRISTINE TODD WHITMAN
Governor

cc: Clerk

January 10, 1996

Honorable Kenneth Brenn
Township of Warren
Municipal Building
46 Mountain Blvd.
Warren, NJ 07059-5695

Dear Mayor Brenn:

Congratulations!

Enclosed please find a copy of the resolution by the Council on Affordable Housing (COAH) at the January 10, 1996 meeting that granted your municipality substantive certification.

If you have any questions or need further information please call Monica Etz at (609)292-4646.

Sincerely,

Shirley M. Bishop, P.P.
Executive Director

encl.

cc: attached service list
Monica Etz

2889w/7



Honorable Kenneth Brenn
Township of Warren
Municipal Building
46 Mountain Boulevard
Warren, NJ 07059-5695

John Chadwick
PO BOX 211
3086 Route 27 Suite 1
Franklin Park, NJ 08823

Doris Lortie, Clerk
Township of Warren
Municipal Building
46 Mountain Boulevard
Warren, NJ 07059-5695

Mark Krane, Administrator
Township of Warren
Municipal Building
46 Mountain Boulevard
Warren, NJ 07059-5695

John E. Coley, Jr., Esq.
Bivona, Cohen, Kunzman, Coley,
Yospin, Bernstein & DiFrancesco
15 Mountain Boulevard
Warren. J 07059-6327

Planning Board Secretary
Township of Warren
Municipal Building
46 Mountain Boulevard
Warren, NJ 07059-5695

Ferruggia Associates Partnership
31-F Mountain Boulevard
Warren, NJ 07059

Cooperative Housing Corporation
PO Box 418
Raritan, NJ 08869

d2017v

RESOLUTION GRANTING SUBSTANTIVE CERTIFICATION No. 24-99

WHEREAS, Warren Township, Somerset County, first received substantive certification from the Council on Affordable Housing (COAH) on March 7, 1988; and

WHEREAS, Warren Township petitioned COAH for substantive certification of its 12-year cumulative housing obligation on March 3, 1995; and

WHEREAS, Warren Township published notice of its petition in the Courier News on March 9, 1995; and

WHEREAS, publication of notice initiated a 45-day objector period which resulted in no objections being filed against Warren Township's adopted housing element and fair share plan; and

WHEREAS, Warren Township's 12-year (1987 - 1999) precredited obligation is 585 housing units of which 42 are rehabilitation and 543 are new construction; and

WHEREAS, Warren Township is eligible for four prior cycle credits; and

WHEREAS, Warren Township has provided crediting documentation for 27 housing units rehabilitated within the township pursuant to N.J.A.C. 5:93-3.4; and

WHEREAS, Warren Township has provided crediting documentation for 166 units of housing transferred to the City of New Brunswick via a regional contribution agreement (RCA) during its first round certification period; and

WHEREAS, Warren Township has provided crediting documentation for 154 new housing units constructed within the township pursuant to N.J.A.C. 5:93-3.3 prior to the March 3, 1995 petition for substantive certification; and

WHEREAS, Warren Township is eligible for a 24-unit substantial compliance reduction pursuant to N.J.A.C. 5:93-3.6 and a 97-unit rental bonus credit pursuant to N.J.A.C. 5:93-5.14; and

WHEREAS, as a result of these 472 eligible credits and reductions, Warren Township's precredited need of 585 is reduced to a calculated need of 113 units of which 15 are rehabilitation and 98 are new construction (see COAH Report, Exhibit 1) ; and

WHEREAS, Warren Township intends to address the calculated need through an 85-unit RCA with the City of Perth Amboy, with a 15-unit rehabilitation program, 11 new construction senior units and two rental bonus credits; and

WHEREAS, the RCA between Warren Township and the City of Perth Amboy for the transfer of 85 units is scheduled for approval by COAH on January 10, 1996; and

WHEREAS, Warren Township has submitted a resolution from the governing body agreeing to fund any shortfall in the rehabilitation program; and

WHEREAS, COAH issued a Compliance Report (attached Exhibit 2) dated December 18, 1995, which initiated a 14-day comment period recommending substantive certification of Warren Township's housing element and fair share plan if the following conditions were addressed during the 14-day comment period:

1. Warren must submit a resolution from the governing body agreeing to provide funding for the balance of its rehabilitation program and,
2. In order to address its rental obligation, the RCA between Warren and Perth Amboy must stipulate that the transfer would include 33 rental units; and

WHEREAS, during the 14-day comment period, Warren submitted a resolution from the governing body agreeing to provide funding for the balance of the rehabilitation program and an RCA contract which stipulated that 33 of the 85 units transferred would be rental units, thereby addressing the two outstanding issues.

NOW THEREFORE BE IT RESOLVED that COAH has reviewed Warren Township's petition for substantive certification of its housing element and fair share plan and determines that it is consistent with the rules and criteria adopted by COAH and the achievement of low and moderate income housing needs of the region; and

BE IT FURTHER RESOLVED that Warren Township's precertified need of 585 units is hereby reduced by 472 eligible credits and reduction; and

BE IT FURTHER RESOLVED that COAH has determined that Warren Township's 1987-1999 calculated need is 113 low and moderate income housing units; and

BE IT FURTHER RESOLVED that the 113-unit obligation shall be addressed through an 85-unit RCA, six units within a (senior for-sale) inclusionary housing development, a five-unit shared (senior rental) housing project, two rental bonus credits and a 15-unit rehabilitation program; and

BE IT FURTHER RESOLVED that funding for the rehabilitation of 15 deficient units shall be provided as follows:

	<u>Units to complete</u>	<u>Funds to be provided</u>
by January 1997	5 units	\$ 50,000
by January 1998	2 additional units	\$ 20,000
by January 1999	2 additional units	\$ 20,000
by January 2000	2 additional units	\$ 20,000
by January 2001	2 additional units	\$ 20,000
by January 2002	<u>+ 2 additional units</u>	<u>+\$ 20,000</u>
	15 total	\$150,000 total

BE IT FURTHER RESOLVED that COAH finds that the housing element and fair share plan submitted by Warren Township comports with the standards set forth in N.J.S.A. 52:27D-314 and is consistent with the rules and criteria adopted by COAH; and

BE IT FURTHER RESOLVED that COAH hereby grants substantive certification to Warren Township's housing element and fair share plan for a period of six years; and

BE IT FURTHER RESOLVED that any change in the facts upon which this certification is based or any deviation from the terms and conditions of this certification which affects the ability of the municipality to provide for the realistic opportunity of its fair share of low and moderate income housing and which the municipality fails to remedy may render this certification null and void.

I hereby certify that this resolution
was duly adopted by the Council on
Affordable Housing on 1/10/96.


Renee Reiss, Secretary
Council on Affordable Housing

EXHIBIT 1

COAH REPORT (1)
 Review of Housing Element/Fair Share Plan and Request for Additional Information
 WARREN TOWNSHIP, SOMERSET COUNTY
 October 11, 1995
 Prepared by Monica Etz, Principal Planner

I. INTRODUCTION

Warren Township was granted substantive certification from the Council on Affordable Housing (COAH) on March 7, 1988 for a housing element and fair share plan addressing its 367-unit obligation.

On March 3, 1995, COAH received Warren Township's a petition for substantive certification of its housing element and fair share plan addressing the 12-year cumulative obligation. Warren published notice of its petition in the Courier News on March 9, 1995. The publication of notice initiated a 45-day comment period which ended on April 24, 1995. During the 45 days, no objections to the township's housing element and fair share plan were filed.

II. HOUSING STOCK INVENTORY, PROJECTION and ANALYSIS

Warren Township has provided housing inventory and analysis based on 1990 census information. Housing stock, age of housing stock, condition of housing, values, occupancy characteristics, types, projection of the housing stock, demographics, household size, household income and employment data have been submitted in conformance with N.J.A.C. 5:93-5.1(b).

III. CREDITS and REDUCTIONS

Warren Township's 12-year cumulative obligation is 585 housing units: 42 indigenous and 543 inclusionary. The township is seeking reductions for prior cycle credits, a regional contribution agreement (RCA), a municipal construction project, two inclusionary developments, group homes, rental bonus credits and substantial compliance.

Prior Cycle Credits

Warren Township is requesting prior cycle credits for a four-bedroom ARC group home on Warrentown Road. The group home was bought by ARC in 1982 and residents are receiving either SSI or SSDI benefits. All other support comes from the State of New Jersey. In order for Warren Township to receive credit for this group home, an explanation of the deed restrictions must be submitted along with a copy of the lien. [4 prior-cycle credits]

Regional Contribution Agreement (RCA)

Warren Township completed a 166-unit RCA with the City of New Brunswick. The township transferred 166 units at a cost of \$26,500 per unit for a total transfer of \$4,399,000. All funds have been transferred. [166-unit reduction]

Rehabilitation of Units

Warren Township is requesting credit for 27 units of rehabilitation. According to N.J.A.C. 5:93-3.4, a municipality may receive credit for substandard units rehabilitated after April 1, 1990. A rehabilitated unit is eligible if the average capital costs expended on the rehabilitation were at least \$8,000 and the unit is currently occupied by an eligible low or moderate income household. Documentation received by COAH's monitoring division confirms that Warren has completed 27 units of eligible rehabilitation since April 1990 at an average cost of \$8,034. [27-unit indigenous reduction]

Woodland Acres

Woodland Acres is a 57-unit municipally-sponsored housing project comprised of 100 percent affordable for-sale housing units. The project, comprised of 27 low income and 30 moderate income for-sale units, was part of Warren Township's 1988 certified plan, and is built and occupied. [57-unit reduction]

Liberty Village

The Liberty Village site was zoned for inclusionary development as part of the township's 1988 certified plan. The site was zoned for 28 affordable rental housing units and resulted in 14 low and 14 moderate income units. The project is near completion. [28-unit reduction]

Whispering Hills

The Whispering Hills site was also zoned for inclusionary development as part of the township's 1988 certified plan. The project includes 60 family rental units: 30 low income and 30 moderate income. The project is built and occupied. [60-unit reduction]

Group Home - Old Stirling Road

Warren Township is requesting a reduction for a six-bedroom ARC group home on Old Stirling Road. This group home was built and occupied in 1988. All residents are developmentally disabled and are receiving either SSI or SSDI benefits. All other support comes from the State of New Jersey. In order to receive this reduction, Warren must submit a copy of the lien. [6-unit reduction]

Group Home - Mount Horeb Road

Warren is requesting a reduction for a group home on Mount Horeb Road which was first occupied in February 1994. This is a three-bedroom group home restricted to developmentally disabled persons receiving SSI benefits. All other support comes from the State of New Jersey. Warren must submit the name of the sponsor, a statement on whether the group home is owned or rented and a copy of the lien. Additionally, Warren must indicate who is administering the home. [3-unit reduction]

Calculation of Rental Bonus Credit

Warren Township is eligible for rental bonus credits on rental units constructed or currently under construction. According to N.J.A.C. 5:93-5.13(d), a municipality may receive a two-for-one rental credit for family rental units and 1.33 credit for senior rentals. The maximum number of units that are eligible for the bonus is defined by the calculation of the rental obligation. In this case, Warren Township may receive rental bonus credits based on the following formula:

$$\begin{aligned}
 \text{Rental obligation} &= (.25)(\text{Precredited need} - \text{prior cycle credits} - \text{indigenous component}) \\
 &= (.25)(585 - 3 - 42) \\
 &= (.25)(540) \\
 &= 135
 \end{aligned}$$

Based on this calculation, Warren Township may receive a rental bonus on 135 units. The maximum number of senior units that may receive the rental bonus is limited to half of that number: $(.50)(135) = 67$. Therefore, Warren township may receive a two-for-one rental bonus credit for the 88 family rental units and nine group home rentals.

Substantial Compliance Calculation

As per N.J.A.C. 5:93-3.6, a municipality may receive substantial compliance reductions when it has achieved between 70 and 100 percent completion of the units proposed for construction within the municipality. Warren's 1988 certified plan proposed 145 units in the township; two inclusionary developments totalling 88 units and a municipal construction project of 57 units. At the time of petitioning, building permits and/or certificates of occupancy had been issued for all 145 units. Therefore, Warren had achieved 100 percent completion and is eligible for an additional substantial compliance reduction of 20 percent of its calculated need. The summary of credits and reductions is shown in the chart below:

PRECREDITED NEED: 585	=	543 inclusionary	+	42 rehabilitation
Prior cycle credits		-4		
RCA with New Brunswick		-166		
Rehabilitation after April 1990				-27
Munic construction - Woodland Acres		-57		
Liberty Village (family rentals)		-28		
Liberty Village rental bonus credit		-28		
Whispering Hills (family rentals)		-60		
Whispering Hills rental bonus credit		-60		
Group Home - Old Stirling Road		-6		
group home rental bonus credit		-6		
Group Home - Mount Horeb Road		-3		
group home rental bonus credit		-3		
CALCULATED NEED: 137		122 inclusionary	+	15 rehabilitation
Less 20% Substantial Compliance		-24		
FINAL NEED: 113		98 inclusionary	+	15 rehabilitation

IV. HOUSING ELEMENT and FAIR SHARE PLAN

Warren Township's 12-year cumulative obligation is 113 units: 98 inclusionary and 15 indigenou. Warren Township proposes to meet its obligation through a rehabilitation program, an RCA with the City of Perth Amboy, a senior housing project and a municipally-sponsored senior shared housing project. The components of the plan are described below:

Rehabilitation Program

Warren Township is proposing to address its indigenou obligation of 15 units through the township's ongoing rehabilitation program. As per N.J.A.C. 5:93-5.2(h), a municipality must provide \$10,000 per unit for rehabilitation activity. For Warren, this requires \$150,000 in rehabilitation funding over the six-year period of certification. The township has indicated its willingness to fund the entire amount. Warren must submit a resolution from the governing body stating this intent.

According to N.J.A.C. 5:93-5.2(c), a municipality that chooses a rehabilitation program shall designate an entity to administer the program. During the previous term of substantive certification, the township contracted with Rehabco Incorporated of Brick Township to administer the rehabilitation program. Rehabco will continue to administer the rehabilitation program in Warren Township during this period of substantive certification. The township has submitted Rehabco's procedures manual which contains the information and documentation required pursuant to N.J.A.C. 5:93-5.2(k).

Regional Contribution Agreement (RCA)

Warren Township intends to address a portion of its inclusionary housing obligation through an RCA. The maximum number of units that may be transferred is limited pursuant to N.J.A.C. 5:93-6.1(a). The calculation is as follows:

$$\begin{aligned}
 \text{Maximum RCA} &= (.5)(\text{Precredited need} - \text{prior cycle credits} - \text{rehab credits}) - \text{previous RCAs} \\
 &= (.5)(585 - 4 - 27) - 166 \\
 &= (.5)(554) - 166 \\
 &= 277 - 166 \\
 &= 111
 \end{aligned}$$

The township is proposing to address 75 units through an RCA with Perth Amboy. Warren Township submitted a resolution (#95-48) dated February 9, 1995, expressing its intent to enter into an RCA with the Perth Amboy for the transfer of 75 housing units. Warren also submitted a resolution (#95-65) dated March 2, 1995, authorizing the execution of an RCA with Perth Amboy. In addition, Warren Township has submitted the RCA contract executed on March 2, 1995, signed by the mayors and clerks of both Warren Township and Perth Amboy. The agreement reflects the intention of Warren to transfer 75 units of low and moderate income

housing at a cost of \$20,000 per unit for a total of \$1,500,000. Perth Amboy must submit a project plan to the New Jersey Housing and Mortgage Finance Agency (HMFA) for review and approval and the Middlesex County Planning Board must complete the RCA county review checklist before COAH will approve the RCA.

Senior Housing Project by Ferruggia/Vicendese (Block 74, lots 4, 5, and 6)

This is a combination senior housing project and commercial development. Of the 27 for-sale senior units, 12 will be set aside for low income seniors. The project was granted final site plan approval on January 25, 1993 and is currently under construction. According to Warren, the project is close to completion and occupancy is expected by the end of 1995. Warren must submit crediting documentation and deed information to COAH regarding this project.

Municipal Construction - Shared Senior Housing (Block 114.01, lot 73)

Warren Township is proposing a municipally-sponsored shared senior housing project to be constructed on township-owned property. The property has frontage on Lindbergh Avenue and lies adjacent to the Woodland Acres site. Warren has transferred the land at a cost of \$1 to the Cooperative Housing Corporation (CHC). The CHC, a nonprofit entity, will develop a shared senior housing project which will provide five bedrooms with five bathrooms for low income seniors. All five bedrooms will be rental units.

Pursuant to N.J.A.C. 5:93-5.5(a), when a municipality intends to address part of its obligation through a municipally-sponsored construction program, four areas of concern must be addressed. First, it must be demonstrated that the municipality has control of the site in the form of ownership or an option on the property.

Second, the township must provide a statement indicating what type of administrative mechanism will be employed to administer the units once they are occupied. If Warren contracts with an outside agency to provide these functions, a written agreement between the administrative agency and the township must be submitted to COAH.

Although Warren has stated that the project is fully funded, the township must submit information demonstrating that funding for the project has been secured. If state and federal funds will be used, the municipality must provide documentation indicating funds obtained or that funding applications are pending. In the case where an application for outside funding is still pending, Warren must provide a stable alternative funding source (municipal bonding) to be utilized in the event that the funding request is not approved.

Lastly, the township must submit a construction schedule for the development process including granting of municipal approvals, selection of a contractor, start of construction and anticipated completion. The construction schedule must provide for construction to begin within two years of substantive certification. According to Warren, the project was approved on November 20, 1992 and was expected to begin construction in the Spring of 1995. Warren must provide COAH with an updated construction schedule and clarify the status of the project.

Limit on Age-Restricted Senior Housing

The number of affordable housing units that may be restricted to senior citizens is limited pursuant to N.J.A.C. 5:93-5.13(b). The calculation for the maximum number of senior units is as follows:

$$\begin{aligned}
 \text{Senior units} &= (.25)(\text{Precredited need} - \text{rehab component} - \text{priorcycle credits} - \text{RCA}) - \text{first} \\
 &\quad \text{round senior units} \\
 &= (.25)(585 - 42 - 4 - 241) - 0 \\
 &= (.25)(298) \\
 &= 74
 \end{aligned}$$

Warren may age-restrict a maximum of 74 units for senior citizen housing. Warren Township has proposed to age-restrict 17 affordable units for senior housing: 12 in the Ferruggia/Vicendese senior project and five senior units in the shared housing project. In addition, the five senior units in the proposed shared housing project are eligible for the .33 senior rental bonus credit as follows: $(.33)(5 \text{ units}) = 2 \text{ senior rental bonus credits}$.

Rental Obligation

Pursuant to N.J.A.C. 5:93-5.14(a), every municipality has an obligation to create a realistic opportunity to construct rental units. The number of rental units is based upon the following formula:

$$\begin{aligned}
 \text{Rental obligation} &= (.25)(\text{Precredited need} - \text{prior cycle credits} - \text{rehab. component}) \\
 &= (.25)(585 - 3 - 42) \\
 &= (.25)(540) \\
 &= 135
 \end{aligned}$$

Based on this calculation, Warren Township has an obligation to create the realistic opportunity for 135 units. Within the township, 88 family rental units and nine group home rentals have been constructed and the township is proposing five additional rental units within the shared senior housing project. Therefore, Warren has addressed 102 rental units. The township must provide for an additional 33 rental units. The township should specify how the rental units will be addressed.

Fair Share Plan Summary

Warren Township's obligation of 113 units (15 indigenous and 98 inclusionary) will be addressed through a 15-unit rehabilitation program, a 75-unit RCA with the City of Perth Amboy, 12 units of senior housing, five units of municipal construction (shared housing) with two rental bonus credits. At this time, the plan has a shortfall of four units as shown below:

Fair share plan:

Rehabilitation program	15
RCA with Perth Amboy	75
Municipal construction (senior shared housing)	5
Municipal construction <u>33 rental bonus credit</u>	2
Senior housing (Ferruggia/Vicendese)	<u>+12</u>
TOTAL.....	109 units (4-unit shortfall)

V. FAIR SHARE / AFFORDABLE HOUSING ORDINANCE

Warren Township must submit a draft fair share ordinance which reflects COAH's new regulations as outlined in N.J.A.C. 5:93. These regulations, which apply to new affordable housing units, are included in the attached COAH model fair share ordinance and include the following:

Low and moderate income split

Warren Township must provide a distribution of 50 percent low and 50 percent moderate income units within new inclusionary developments in conformance with N.J.A.C. 5:93-7.2(a). Warren must include this in a draft fair share ordinance for approval.

Bedroom distribution

N.J.A.C. 5:93-7.3 stipulates the bedroom distribution of low and moderate income units. Warren Township must submit a draft fair share ordinance reflecting the provisions of N.J.A.C. 5:93-7.3.

Affordability controls

Warren Township must ensure that new affordable housing constructed in the township meets the affordability controls in accordance with N.J.A.C. 5:93-9. Warren must submit a draft fair share ordinance which includes the requirements of N.J.A.C. 5:93-9.

Establishing rents and prices of units

Warren must submit a draft fair share ordinance which includes procedures for establishing rents as outlined in N.J.A.C. 5:93-7.4.

Affirmative marketing plan

Warren is responsible for preparing an affirmative marketing program in conformance with N.J.A.C. 5:93-11. This affirmative marketing plan will apply to rentals, resales and units resulting from new inclusionary development. The updated affirmative marketing program must be submitted for COAH approval and then be incorporated into a fair share ordinance to be adopted by the township (see the attached model ordinance).

Administrative entity

As per N.J.A.C. 5:93-9.1(a), Warren must indicate the entity that will be responsible for administering the affordable housing programs in the township. This entity has the responsibility of affirmative marketing of sales and resales, rentals and rerentals within the township, preliminary screening of applicants, maintaining lists of applicants, interviewing prospective applicants, collecting documents to verify income, final qualification of applicants, placing households in units at initial occupancy and placing households in resale units and rerentals throughout the 30-year period of affordability controls and enforcing the terms of deed restrictions and mortgage loans.

During the previous period of substantive certification, Warren contracted with the Affordable Housing Management Service (AHMS) to provide those functions. Warren may continue to have AHMS administer these functions, may designate municipal staff to administer these duties or contract with some other experienced entity. If the township designates municipal staff for this position, the township must supply COAH with the qualifications of the person, a resume and proof that the staff member has received training with COAH. A statement must be submitted indicating if the staff person will be a full-time or part-time employee and if a part-time employee, a proposed schedule for hours intended to be spent on these tasks.

Pursuant to N.J.A.C. 5:93-11.2(b), a municipality may delegate specific marketing tasks to a developer of an inclusionary development, however, the housing officer (or contracted entity) is responsible for overseeing the affirmative marketing, approving advertisements/brochures, and ensuring that affirmative marketing procedures conform with COAH regulations. The housing officer (or contracted entity) must ensure that all applicant lists and sales records are turned into the municipality for reporting and assist with future sales and rentals.

VI. DEVELOPMENT FEE ORDINANCE and SPENDING PLAN

Warren Township received COAH-approval of a mandatory development fee ordinance on March 4, 1992 and received COAH-approval for its spending plan on September 6, 1995. The township anticipates collecting over \$1 million through the year 2000 and expending the entire amount on payment of the RCA with Perth Amboy.

VII. CONCLUSIONS and RECOMMENDATIONS

Warren's precredited need of 585 has been revised to a calculated need of 113 through eligible credits and reductions. The township intends to address the obligation through a rehabilitation program, an RCA, a municipal construction project, a senior housing project and rental bonus credits. However, at this time there is a shortfall of four units in the plan as well as a number of outstanding items that need to be addressed or clarified before substantive certification can be granted. Therefore, Warren is directed to submit the following information within 60 days:

1. Warren must address the four-unit shortfall in the plan. If Warren intends to increase the RCA with Perth Amboy, no amendment is necessary.

2. In order to receive credit for the Warrentown Road group home, Warren must submit a copy of the lien.

3. In order to receive a reduction for the group home on Old Stirling Road, Warren must submit a copy of the lien.

4. In order to receive a reduction for the group home on Mount Horeb Road, Warren must submit the name of the sponsor, a statement on whether the group home is owned or rented, and a copy of the lien. Additionally, Warren must indicate who is administering the group home.

5. Warren Township is proposing to address its indigenous obligation of 15 units through the township's ongoing rehabilitation program. As per N.J.A.C. 5:93-5.2(h), this will require \$150,000 in rehabilitation funding over the six-year period of certification. Warren must submit a resolution from the governing body stating its intent to fund the entire amount.

6. Warren Township is proposing a senior housing project to be developed by Ferruggia/Vicendese. In order to receive credit for this project, which is nearly completed, Warren must submit crediting documentation (forms are attached) and a copy of the lien.

7. Warren Township is proposing a municipally-sponsored shared senior citizen housing project to be developed by CHC. Warren must submit proof of the funding, a statement as to who will be administering the project and a timetable for the completion of the project as per N.J.A.C. 5:93-5.5(a).

8. Warren Township has a rental obligation of 135 units based on the formula on page 6. The township has only provided 102 rental units. Therefore, Warren must clarify how it intends to address the remaining 33 rental units. These units may be addressed in the RCA with Perth Amboy.

9. Warren Township must revise its fair share/affordable housing ordinance to reflect COAH's new regulations. Warren must submit a draft fair share ordinance which includes the low/moderate income split in conformance with N.J.A.C. 5:93-7.2(a), bedroom distribution in accordance with N.J.A.C. 5:93-7.3, affordability controls in accordance with N.J.A.C. 5:93-9, and procedures for establishing rents as outlined in N.J.A.C. 5:93-7.4. Refer to COAH's model fair share ordinance (Exhibit A).

10. Warren Township must submit an affirmative marketing plan in conformance with N.J.A.C. 5:93-11. The affirmative marketing plan should be incorporated into the fair share ordinance and referred to for the advertising and marketing of the new affordable units. See the attached COAH model affirmative marketing plan (Exhibit B).

11. Warren Township must submit a statement indicating what entity will be responsible for administering the affordable housing units in the township as per N.J.A.C. 5:93-9.1(a).

EXHIBIT 2

COAH COMPLIANCE REPORT
WARREN TOWNSHIP, SOMERSET COUNTY
 December 18, 1995
 Prepared by Monica Etz, Principal Planner

I. BACKGROUND

On March 3, 1995, the Council on Affordable Housing (COAH) received Warren Township's petition for substantive certification of its housing element and fair share plan addressing the 12-year cumulative obligation. During the 45-day comment period, no objections were filed. Warren Township's 12-year cumulative obligation is 585 housing units: 42 rehabilitation and 543 new construction. The township is eligible for credits and reductions as shown below:

Prior cycle credits	4
RCA with New Brunswick	166
Rehabilitation after April 1990	27
Munic. construction - Woodland Acres	57
Liberty Village (family rentals)	28
Whispering Hills (family rentals)	60
Group Home - Old Stirling Road	6
Group Home - Mount Horeb Road	3
Rental bonus credits	97
<u>Substantial compliance</u>	<u>+24</u>
	472 eligible credits/reductions

Based on the 472 credits and reductions, Warren Township's 12-year cumulative obligation is calculated to be 113 units: 98 new construction and 15 rehabilitation. Warren Township proposes to meet its obligation through a rehabilitation program, a regional contribution agreement (RCA) with the City of Perth Amboy, a senior housing project and a municipally-sponsored senior shared housing project.

II. COAH REPORT (1)

In reviewing Warren Township's petition for substantive certification, a COAH Report Requesting Additional Information was issued on October 11, 1995. The report (see attached Exhibit A) outlined the elements of the township's fair share plan and identified several items which needed to be addressed before substantive certification could be granted. Warren was given 60 days in which to submit the missing information. On December 11, 1995, COAH received Warren's submission. Shown below are the outstanding items from the report followed by the municipality's response:

1. Warren must address the four-unit shortfall in the plan. If Warren intends to increase the RCA with Perth Amboy, no amendment is necessary. The four-unit shortfall, as well as the loss of six units in the Ferruggia/Vicendese project, resulted in the increase of the RCA from 75 to 85 units. Warren has submitted a resolution from the governing body (#95-266), adopted on December 7, 1995, authorizing a revised agreement between Warren and Perth Amboy for the transfer of 85 housing units.

2. In order to receive credit for the Warrentown Road group home, Warren must submit a copy of the lien. Warren has submitted crediting documentation for the Warrentown Road group home.

3. In order to receive a reduction for the group home on Old Stirling Road, Warren must submit a copy of the lien. Warren has submitted crediting documentation for the Old Stirling Road group home.

4. In order to receive a reduction for the group home on Mount Horeb Road, Warren must submit the name of the sponsor, a statement on whether the group home is owned or rented and a copy of the lien. Additionally, Warren must indicate who is administering the group home. Warren has submitted crediting documentation for the Mount Horeb Road group home.

5. Warren Township is proposing to address its rehabilitation component of 15 units through the township's ongoing rehabilitation program. As per N.J.A.C. 5:93-5.2(h), this will require \$150,000 in rehabilitation funding over the six-year period of certification. Warren must submit a resolution from the governing body stating its intent to fund the amount.

In February 1989, the Warren Township Committee adopted Bond Ordinance 89-I appropriating \$350,000 for rehabilitation. A letter has been submitted from the Warren Township administrator (dated November 6, 1995) indicated that there are sufficient funds remaining for the rehabilitation of eight housing units. The township has also submitted a draft resolution from the governing body authorizing the adoption of another bond ordinance for \$80,000 to address the remaining seven units. The township has indicated that the resolution will be adopted by the governing body later this month. The adopted resolution must be filed with COAH prior to substantive certification.

6. Warren Township is proposing a senior housing project to be developed by Ferruggia/Vicendese. In order to receive credit for this project, which is nearly completed, Warren must submit crediting documentation and a copy of the lien. Warren Township has submitted crediting documentation for the Ferruggia/Vicendese senior housing project. Although originally slated for 12 units of affordable housing, this project has been reduced to six affordable

housing units. According to the crediting documentation submitted by the township planner, all six units have been built with certificates of occupancy issued as of August 1995.

7. Warren Township is proposing a municipally-sponsored shared senior citizen housing project to be developed by Cooperative Housing Corporation (CHC). Warren must submit proof of the funding, a statement as to who will be administering the project and a timetable for its completion as per N.J.A.C. 5:93-5.5(a). In its submission of December 7, 1995, Warren stated that this five-unit shared housing project has been completed. The municipality expects a certificate of occupancy within 60 days and full occupancy by February 1996. This project is owned, operated and administered by CHC.

8. Warren Township has a rental obligation of 135 units. The township has provided 102 rental units to date. Therefore, Warren must clarify how it intends to address the remaining 33 rental units. These units may be addressed in the RCA with Perth Amboy.

Warren Township has stated in its December 7, 1995 submission that it intends to address the remaining 33-unit rental obligation through the RCA with Perth Amboy. The RCA, which is scheduled for approval at the January 10, 1996 COAH meeting, must stipulate 33 rental units.

9. Warren Township must revise its fair share/affordable housing ordinance to reflect COAH's new regulations. Warren must submit draft fair share ordinances which include the low/moderate income split in conformance with N.J.A.C. 5:93-7.2(a), bedroom distribution in accordance with N.J.A.C. 5:93-7.3, affordability controls in accordance with N.J.A.C. 5:93-9 and procedures for establishing rents as outlined in N.J.A.C. 5:93-7.4.

Warren has submitted affordable housing (fair share) ordinances which reflect COAH regulations regarding the low/moderate income split in conformance with N.J.A.C. 5:93-7.2(a), bedroom distribution in accordance with N.J.A.C. 5:93-7.3 and affordability controls in accordance with N.J.A.C. 5:93-9 and procedures for establishing rents in conformance with N.J.A.C. 5:93-7.4.

10. Warren Township must submit an affirmative marketing plan in conformance with N.J.A.C. 5:93-11. The affirmative marketing plan should be incorporated into the fair share ordinance and referred to for the advertising and marketing of the new affordable units.

The township has submitted an affirmative marketing plan which conforms with N.J.A.C. 5:93-11 and has been incorporated into the township's affordable housing (fair share) ordinance.

11. Warren Township must submit a statement indicating what entity will be responsible for administering the affordable housing units in the township as per N.J.A.C. 5:93-9.1(a).

Warren Township has indicated that the Affordable Housing Management Service (AHMS) will continue to administer the affordable housing units in the township. This is reflected in the township's affordable housing ordinances.

III. HOUSING ELEMENT and FAIR SHARE PLAN

By applying the 472 eligible credits, Warren Township's obligation is reduced to a calculated need of 113 units: 98 new construction and 15 rehabilitation. The township will be addressing its obligation through an 85-unit RCA with the City of Perth Amboy, a five-bedroom shared senior housing project, a six-unit age-restricted inclusionary development, and a 15-unit rehabilitation program. The four components are described below:

1. Regional Contribution Agreement (RCA)

Warren Township intends to address a portion of its inclusionary housing obligation through an RCA with the City of Perth Amboy. When Warren originally petitioned in March 1995, the township was only proposing a 75-unit RCA. A shortfall of four units (due to miscalculation) and the loss of six units from the Ferruggia/Vicendese project, resulted in Warren's proposal to increase the RCA by ten units to 85. The maximum number of units that may be transferred is 111 according to N.J.A.C. 5:93-6.1(a). Therefore, Warren remains within the limit. Warren intends to transfer the 85 units at a cost of \$20,000 per unit for a total of \$170,000.

Warren submitted a resolution from the governing body (#95-266) dated December 7, 1995 authorizing the RCA increase to 85 units. The Middlesex County Planning Board approved the RCA by resolution dated September 12, 1995. The New Jersey Housing and Mortgage Finance Agency (HMFA) approved the 75-unit RCA on October 4, 1995. According to HMFA, a 10-unit increase does not require a new feasibility study; therefore, the HMFA approval is still valid. On January 10, 1996, COAH anticipates approving the RCA between Warren Township and the City of Perth Amboy. The RCA will contain a stipulation for 33 rental units.

2. Municipal Construction - Shared Senior Housing (Block 114.01, lot 73)

Warren is addressing part of its inclusionary obligation through a municipally-sponsored shared senior housing project on township-owned property. Warren transferred the land at a cost of one dollar to the Cooperative Housing Corporation (CHC), a nonprofit entity. Construction of the project, which will provide five bedrooms with five bathrooms for low income seniors, is complete. All five bedrooms will be rental units, thereby generating two rental bonus credits. Warren has submitted a statement indicating that a certificate of occupancy is expected within 60 days and full occupancy is expected by February 1996. CHC will operate and administer the project.

3. Senior Housing Project - Ferruggia/Vicendese (Block 74, lots 4, 5, and 6)

This is a combination senior housing project and commercial development. Of the 27 for-sale senior units, 12 were originally slated to be affordable senior units. Since the date of petition, Warren has submitted information that this project will yield six affordable senior units. (The loss of six units is being addressed through an increase in the RCA.)

The project was granted final site plan approval on January 25, 1993 and is currently under construction. According to Warren's submission of December 7, 1995, the project is close to completion and occupancy is expected by the end of 1995. Warren has submitted crediting documentation and deed information for the six affordable units in this project.

4. Rehabilitation Program

Warren Township is proposing to address its rehabilitation obligation of 15 units through the township's ongoing rehabilitation program. As per N.J.A.C. 5:93-5.2(h), a municipality must provide \$10,000 per unit for rehabilitation activity. For Warren, this requires \$150,000 in rehabilitation funding over the six-year period of certification. The township currently has funding available for eight units and has indicated its intention to adopt a bond ordinance appropriating \$80,000 for the balance of seven units. Warren must submit a resolution from the governing body stating this intent before substantive certification can be granted.

IV. FAIR SHARE PLAN SUMMARY

Warren Township's obligation of 113 units (15 indigenous and 98 inclusionary) will be addressed through a rehabilitation program, an RCA, senior inclusionary housing, senior shared housing (municipal construction) and rental bonus credits as shown below:

Rehabilitation program	15
RCA with Perth Amboy	85
Senior shared housing - municipal construction	5
- rental bonus credit (5 x .33)	2
Senior housing - Ferruggia/Vicendese	<u>+ 6</u>
TOTAL.....	113 units

LIMIT ON AGE-RESTRICTED UNITS: The maximum number of affordable housing units that may be age-restricted is 74 pursuant to N.J.A.C. 5:93-5.13(b). Warren is now proposing to age-restrict 11 units: six in the Ferruggia/Vicendese senior project and five in the CHC shared housing project.

CALCULATION OF RENTAL OBLIGATION: Pursuant to N.J.A.C. 5:93-5.14(a), the township has an obligation to create a realistic opportunity for 135 rental units. Within the township, 97 rental units have been constructed and five additional rental units are proposed, for a total of 102. The balance of 33 rental units will be addressed through the RCA with Perth Amboy.

AFFORDABLE HOUSING ORDINANCE: Warren Township has submitted a draft fair share ordinance which reflects COAH's regulations regarding low and moderate income split, bedroom distribution of low and moderate income units, affordability controls and procedures for establishing rents.

AFFIRMATIVE MARKETING PLAN Warren has prepared and submitted an affirmative marketing program in conformance with N.J.A.C. 5:93-11.

ADMINISTRATIVE ENTITY As per N.J.A.C. 5:93-9.1(a), Warren has designated AHMS as the entity responsible for administering the affordable housing programs in the township. In addition, Warren has designated the township administrator as liaison to AHMS, the municipality, the general public and COAH.

DEVELOPMENT FEE ORDINANCE and SPENDING PLAN Warren Township received COAH-approval of a mandatory development fee ordinance on March 4, 1992 and received COAH-approval for its spending plan on September 6, 1995. The township anticipates collecting over \$1 million through the year 2000 and expending the entire amount on payment of the RCA with Perth Amboy.

V CONCLUSIONS and RECOMMENDATIONS

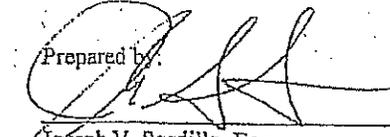
Warren's precredited need of 585 has been revised to a calculated need of 113 through eligible credits and reductions. The township intends to address the obligation through a rehabilitation program, an RCA, a municipal construction project, a senior housing project and rental bonus credits. Warren Township has met all of COAH's criteria regarding the petition for substantive certification with the exception of two items.

1. Warren must submit a resolution from the governing body agreeing to provide funding for the rehabilitation of seven units. Warren has indicated that a resolution to adopt a bonding ordinance for \$80,000 will be forwarded to COAH before the end of the month.

2. In order to address its rental obligation, the RCA between Warren and Perth Amboy must stipulate the transfer of 33 rental units. Warren intends to submit the agreement during the 14-day comment period. It is important to note that the RCA must be approved before substantive certification can be granted.

Based on this review and conditioned on the receipt of the outstanding items during the 14-day comment period, COAH staff recommends granting Warren Township, Somerset County, substantive certification.

Record and Return To:
Patricia DiRocco, Clerk
Warren Township
46 Mountain Blvd
Warren, New Jersey 07059

Prepared by:

Joseph V. Sordillo, Esq.

DECLARATION OF RESTRICTIVE COVENANT

Extension of Existing Affordability Controls on Deed-Restricted Properties

THIS DECLARATION IS INTENDED TO MAKE CLEAR IN THE CHAIN OF TITLE FOR ALL OF THE NAMED UNITS IN THE WOODLAND ACRES CONDOMINIUM DEVELOPMENT THAT THE DEED RESTRICTIONS ON THE UNITS HAVE BEEN EXTENDED, AND THE UNITS ARE SUBJECT TO EXTENDED AFFORDABILITY CONTROLS LIMITING THE SALE, USE AND RE-SALE OF THE UNITS

THIS DECLARATION is made on this 5 day of JANUARY, 2009, by:

THE TOWNSHIP OF WARREN, a New Jersey municipal corporation, having an address at 46 Mountain Boulevard, Warren, New Jersey 07059, hereinafter the "Declarant."

WITNESSETH:

WHEREAS, the Master Deed for Woodland Acres Condominium Association, Inc. is dated November 14, 1991, and was recorded on December 2, 1991, in the Somerset County Clerk's Office, in Book 1838, Page 419, as amended in Book 5011, Page 1675 with Resolution in Book 5011, Page 1679, and as amended in Book 5230, Page 1793, and as further amended in Book 5365, Page 3670 (the "Master Deed"); and

WHEREAS, the Woodland Acres condominium development consists of fifty-seven (57) condominium units which are identified as follows:

Block 114.01, Lot 68.01	Block 114.01, Lot 68.02	Block 114.01, Lot 68.03	Block 114.01, Lot 68.04
Block 114.01, Lot 68.05	Block 114.01, Lot 68.06	Block 114.01, Lot 68.07	Block 114.01, Lot 68.08
Block 114.01, Lot 68.09	Block 114.01, Lot 68.10	Block 114.01, Lot 68.11	Block 114.01, Lot 68.12
Block 114.01, Lot 68.13	Block 114.01, Lot 68.14	Block 114.01, Lot 68.15	Block 114.01, Lot 68.16
Block 114.01, Lot 68.17	Block 114.01, Lot 68.18	Block 114.01, Lot 68.19	Block 114.01, Lot 68.20
Block 114.01, Lot 68.21	Block 114.01, Lot 68.22	Block 114.01, Lot 68.23	Block 114.01, Lot 68.24
Block 114.01, Lot 68.25	Block 114.01, Lot 68.26	Block 114.01, Lot 68.27	Block 114.01, Lot 68.28
Block 114.01, Lot 68.29	Block 114.01, Lot 68.30	Block 114.01, Lot 68.31	Block 114.01, Lot 68.32
Block 114.01, Lot 68.33	Block 114.01, Lot 68.34	Block 114.01, Lot 68.35	Block 114.01, Lot 68.36
Block 114.01, Lot 68.37	Block 114.01, Lot 68.38	Block 114.01, Lot 68.39	Block 114.01, Lot 68.40
Block 114.01, Lot 68.41	Block 114.01, Lot 68.42	Block 114.43, Lot 68.43	Block 114.01, Lot 68.44
Block 114.01, Lot 68.45	Block 114.01, Lot 68.46	Block 114.01, Lot 68.47	Block 114.01, Lot 68.49
Block 114.01, Lot 68.51	Block 114.01, Lot 68.53	Block 114.01, Lot 68.55	Block 114.01, Lot 68.57
Block 114.01, Lot 68.59	Block 114.01, Lot 68.61	Block 114.01, Lot 68.63	Block 114.01, Lot 68.65
Block 114.01, Lot 68.67			

(hereinafter the "Units"); and

1216999-1
BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2009 JAN 09 02:41:03 PM
BK:6184 PG:2729-2736
INSTRUMENT # 2009001002



WHEREAS, Section 37 of the Master Deed provides that all of the Units are subject to the resale and rental controls of the Fair Housing Act, N.J.S.A. 52:27D-301 *et seq.*, the regulations of COAH, N.J.A.C. 5:92-12 *et seq.*, and the Ordinances of the Township of Warren (the "Controls"); and

WHEREAS, the "Controls" were initially to extend to the first non-exempt sale after 20 years from the later of the date a Certificate of Occupancy is issued or the date upon which a closing and transfer from the Sponsor to the initial purchaser of any Unit; with closings on the Units having first commenced in February, 1992; and

WHEREAS, N.J.A.C. 5:80-26.25(a) provides that "a municipality shall have the right to determine that the most desirable means of promoting an adequate supply of low- and moderate-income housing is to prohibit the exercise of the repayment option and maintain controls on lower income housing units sold within the municipality beyond the period required by N.J.A.C. 5:93-9.2"; and

WHEREAS, by Resolution No. 2008-268 adopted on December 11, 2008, a copy of which is attached hereto as Schedule A, the Warren Township Committee determined that most desirable means of promoting an adequate supply of low and moderate income housing in Warren Township pursuant to N.J.A.C. 5:80-26.25 is to prohibit the exercise of any repayment option on the 57 Units and to maintain the Controls on the 57 Units for a longer period than the initial twenty (20) years, extending the Controls on the 57 Units until February 1, 2042;

WHEREAS, the Declarant desires, and is required pursuant to N.J.A.C. 5:80-26.25(b), to make clear of record that the deed restrictions for the Units have been extended, and this Declaration is intended make clear in the chain of title that the 57 Units are all subject to extended deed restrictions and affordability controls limiting the sale, use and re-sale of the Units;

NOW THEREFORE, the Declarant declares that Units shall be held, transferred, conveyed, leased, occupied and used subject to the following restrictions and conditions:

1. Pursuant to N.J.A.C. 5:97-6.14(b)(2) (Extension of Expiring Controls), the Controls on the Units are extended until February 1, 2042, in accordance with the Uniform Housing Affordability Controls ("UHAC").
2. During this period of Extended Controls no seller of any of the 57 Units may utilize the Repayment Option as permitted by N.J.A.C. 5:93-9.8; specifically, the Repayment Option shall not be permitted for any of the Units from December 11, 2008, until February 1, 2042.
3. Sale and use of the Units is governed by UHAC, found in the New Jersey Administrative Code at Title 5, Chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Regulations") and any amendments, changes or supplements thereto.
4. All of the restricted Units shall remain subject to the requirements of N.J.A.C. 5:80-26.5, as may be amended and supplemented from time to time, during the Extended Control Period until Warren Township elects to release the Units from such requirements.

RESOLUTION NO. 2008-268

PROMOTES THE ADEQUATE SUPPLY OF LOW AND MODERATE INCOME HOUSING WITHIN THE TOWNSHIP IN ACCORDANCE WITH N.J.A.C. 5:80-26.25

WHEREAS, N.J.A.C. 5:80-26.25(a) provides that "a municipality shall have the right to determine that the most desirable means of promoting an adequate supply of low and moderate-income housing is to prohibit the exercise of the repayment option and maintain controls on lower income housing units sold within the municipality beyond the period required by N.J.A.C. 5:93-9.2"; and

WHEREAS, such a determination shall be made by resolution of the municipal governing body and shall be effective upon filing with the New Jersey Council on Affordable Housing ("COAH"); and

WHEREAS, the municipality's resolution must specify the time period for which the repayment option shall not be applicable, and that during such period, no seller in the municipality may utilize the repayment option permitted by N.J.A.C. 5:93-9.8; and

WHEREAS, pursuant to N.J.A.C. 5:80-26.25(b) a municipality that exercises the option outlined above shall: (1) provide public notice in a newspaper of general circulation; and (2) notify the administrative agent and COAH of its governing body's action; and

WHEREAS, the municipality's administrative agent shall ensure that the deed restriction on all affected housing units reflects the extended period of controls; and

WHEREAS, N.J.A.C. 5:80-26.25 is the successor regulation to N.J.A.C. 5:93-9.9, effective January 5, 1998, and N.J.A.C. 5:92-12.8, effective July 17, 1989; and

WHEREAS, the Master Deed for Woodland Acres Condominium Association, Inc. is dated November 14, 1991, and was recorded on December 2, 1991, in the Somerset County Clerk's Office, in Book 1838, Page 419, as amended in Book 5011, Page 1675 with Resolution in Book 5011, Page 1679, and as amended in Book 5230, Page 1793, and as further amended in Book 5365, Page 3670 (the "Master Deed"); and

WHEREAS, the Woodland Acres condominium development is 6.794± acres, and consists of fifty-seven (57) condominium units, including fourteen (14) one-bedroom units, thirty-four (34) two-bedroom units, and nine (9) three-bedroom units, which are identified as:

Bl. 114.01, Lot 68.01	Bl. 114.01, Lot 68.02	Bl. 114.01, Lot 68.03	Bl. 114.01, Lot 68.04	Bl. 114.01, Lot 68.05
Bl. 114.01, Lot 68.06	Bl. 114.01, Lot 68.07	Bl. 114.01, Lot 68.08	Bl. 114.01, Lot 68.09	Bl. 114.01, Lot 68.10
Bl. 114.01, Lot 68.11	Bl. 114.01, Lot 68.12	Bl. 114.01, Lot 68.13	Bl. 114.01, Lot 68.14	Bl. 114.01, Lot 68.15
Bl. 114.01, Lot 68.16	Bl. 114.01, Lot 68.17	Bl. 114.01, Lot 68.18	Bl. 114.01, Lot 68.19	Bl. 114.01, Lot 68.20
Bl. 114.01, Lot 68.21	Bl. 114.01, Lot 68.22	Bl. 114.01, Lot 68.23	Bl. 114.01, Lot 68.24	Bl. 114.01, Lot 68.25
Bl. 114.01, Lot 68.26	Bl. 114.01, Lot 68.27	Bl. 114.01, Lot 68.28	Bl. 114.01, Lot 68.29	Bl. 114.01, Lot 68.30
Bl. 114.01, Lot 68.31	Bl. 114.01, Lot 68.32	Bl. 114.01, Lot 68.33	Bl. 114.01, Lot 68.34	Bl. 114.01, Lot 68.35
Bl. 114.01, Lot 68.36	Bl. 114.01, Lot 68.37	Bl. 114.01, Lot 68.38	Bl. 114.01, Lot 68.39	Bl. 114.01, Lot 68.40
Bl. 114.01, Lot 68.41	Bl. 114.01, Lot 68.42	Bl. 114.43, Lot 68.43	Bl. 114.01, Lot 68.44	Bl. 114.01, Lot 68.45
Bl. 114.01, Lot 68.46	Bl. 114.01, Lot 68.47	Bl. 114.01, Lot 68.49	Bl. 114.01, Lot 68.51	Bl. 114.01, Lot 68.53
Bl. 114.01, Lot 68.55	Bl. 114.01, Lot 68.57	Bl. 114.01, Lot 68.59	Bl. 114.01, Lot 68.61	Bl. 114.01, Lot 68.63
Bl. 114.01, Lot 68.65	Bl. 114.01, Lot 68.67			

(hereinafter the "Units"); and

WHEREAS, Section 37 of the Master Deed provides all of the Units are subject to the resale and rental controls of the Fair Housing Act, N.J.S.A. 52:27D-301 *et seq.*, the regulations of COAH, N.J.A.C. 5:92-12 *et seq.*, and the Ordinances of the Township of Warren (the "Controls"); and

WHEREAS, the "Controls" were initially to extend to the first non-exempt sale after 20 years from the later of the date a Certificate of Occupancy is issued or the date upon which a closing and transfer from the Sponsor to the initial purchaser of any Unit; and

WHEREAS, closings on the Units first commenced in February, 1992; and

WHEREAS, Warren Township has determined that most desirable means of promoting an adequate supply of low and moderate income housing in Warren Township pursuant to N.J.A.C. 5:80-26.25 is to prohibit the exercise of any repayment option on the 57 Units and to maintain the Controls on the 57 Units for a longer period than the initial twenty (20) years;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Warren, in the County of Somerset, and State of New Jersey, as follows:

1. The Repayment Option shall not be permitted from the date of this Resolution until February 1, 2042.
2. The Controls are hereby extended until February 1, 2042, and during this period of extended Controls no seller of any of the 57 Units may utilize the repayment option as permitted by N.J.A.C. 5:93-9.8.
3. The Clerk is authorized and directed to print this Resolution in full in the official newspaper of Warren Township and in the *Courier News*, and to notify the administrative agent and COAH of the Warren Township Committee's action.
4. The administrative agent shall ensure the deed restriction on all affected 57 Units extends until February 1, 2042.
5. This Resolution shall evidence pursuant to N.J.A.C. 5:97-6.14(b)(2) (Extension of Expiring Controls) that the Controls have been extended in accordance with the Uniform Housing Affordability Controls ("UHAC"), and that Warren Township is entitled to 57 COAH credits to address a portion of its third round growth share obligation through the extension of affordability controls in accordance with N.J.A.C. 5:97-9 and UHAC.
6. Sale and use of the Units is governed by UHAC, found in the New Jersey Administrative Code at Title 5, Chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Regulations") and any amendments, changes or supplements thereto.
7. All of the restricted Units shall remain subject to the requirements of N.J.A.C. 5:80-26.5, as may be amended and supplemented from time to time, during the extended Control period until Warren Township elects to release the Units from such requirements.

INTRODUCED	SECONDED	COMMITTEE	AYE	NAY	ABSTAIN	ABSENT
	✓	SORDILLO	✓			
		PLAGER	✓			
✓		GARAFOLA	✓			
		SALVATO	✓			
		DINARDO	✓			

CERTIFICATION

I, Patricia A. DiRocco, Township Clerk of the Township of Warren, in the County of Somerset, New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted at a meeting of the Township Committee held on December 11, 2008.



Patricia A. DiRocco, RMC
Township Clerk



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 01/09/2009 02:41:03 PM
Book: OPR 6184 Page: 2729-2736
Instrument No.: 2009001002
TWP AGTDEED 8 PGS \$8.00

Recorder: BRIONES

DO NOT DISCARD



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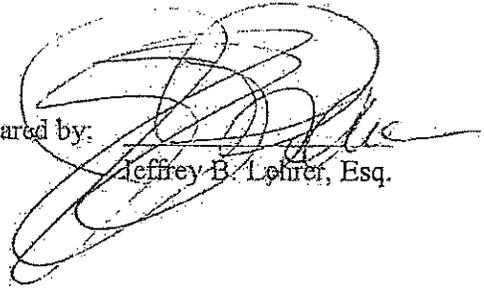
APR 03 2013

ORIGINAL

TOWNSHIP CLERK

Prepared by:

Jeffrey B. Lehrer, Esq.



DEED RESTRICTION

TO

LOW TO MODERATE INCOME RESIDENTIAL RENTAL UNITS

LOCATED IN THE WHISPERING HILLS DEVELOPMENT

**WITH COVENANTS RESTRICTING RENTALS, CONVEYANCE AND
IMPROVEMENTS AND REQUIRING NOTICE OF FORECLOSURE AND
BANKRUPTCY**

THIS DEED RESTRICTION, entered into as of this 26th day of February 2013, by and between the Township of Warren ("Administrative Agent"), and Chasbob, Inc., a New Jersey corporation, having offices at 775 Mountain Boulevard, Suite 7, Watchung, New Jersey, the developer/sponsor (the "Owner") of a residential low to moderate income rental project subsidized by the State of New Jersey (the "State") in cooperation with the Administrative Agent, under the name Whispering Hills, A Condominium (the "Project").

WITNESSETH:

Article 1. Consideration

In consideration of the subsidies received for the Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction, with respect to the land and improvements more specifically described in Article 2 hereof (the "Property").



2013017433

BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2013 MAR 28 12:01:56 PM
BK: 8617 PG: 2443-2451
INSTRUMENT # 2013017433

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the Township of Warren, County of Somerset, State of New Jersey, and described more specifically as Block No. 88.03, Lots 1.01 through 1.60 and known by the street address of 101-112 Primrose Way, 301-312 Primrose Way, 501-512 Primrose Way, 701-712 Primrose Way and 901-912 Primrose Way, Warren, New Jersey. The specific units to which this Deed Restriction shall apply are identified on Exhibit A attached hereto and made a part hereof.

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for a period of thirty (30) years by extending the Uniform Controls (defined below) from the date the existing controls expire on each of the Units as more fully described in Exhibit B attached hereto and made a part hereof (the "Control Period")..

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, et seq, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low-or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no

sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.

- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the State of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the State within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the State and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the ~~provision~~ of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the State 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

EXHIBIT "A"
UNIT NUMBERS

MOUNT LAUREL HOUSING

UNIT NUMBERS - STREET ADDRESS

Block 88.03, Lots 1.01 through 1.60
 101-112 Primrose Way 501-512 Primrose Way
 301-312 Primrose Way 701-712 Primrose Way
 901-912 Primrose Way

BUILDING 300

			<u>No. of</u>
<u>Upstairs</u>	<u>Downstairs</u>	<u>Unit</u>	<u>Bedrooms</u>
301		C	3
	302	C	3
303		B	2
	304	B	2
305		B	2
	306	B	2
307		B	2
	308	B	2
309		B	2
	310	B	2
311		A	1
	312	A	1

BUILDING 900

			<u>No. of</u>
<u>Upstairs</u>	<u>Downstairs</u>	<u>Unit</u>	<u>Bedrooms</u>
901		C	3
	902	C	3
903		B	2
	904	B	2
905		B	2
	906	B	2
907		B	2
	908	B	2
909		B	2
	910	D	2 Handicap
911		A	1
	912	A	1

BUILDING 500

(built in reverse)

			<u>No. of</u>
<u>Upstairs</u>	<u>Downstairs</u>	<u>Unit</u>	<u>Bedrooms</u>
501		A	3
	502	A	3
503		B	2
	504	D	2 Handicap
505		B	2
	506	B	2
507		B	2
	508	B	2
509		B	2

EXHIBIT "A"
UNIT NUMBERS

MOUNT LAUREL HOUSING

UNIT NUMBERS - STREET ADDRESS

Block 88.03, Lot 1.01 through 1.60
 101-112 Primrose Way 701-712 Primrose Way
 301-312 Primrose Way 901-912 Primrose Way
 501-512 Primrose Way

Building 500 (cont'd)		No. of	
<u>Upstairs</u>	<u>Downstairs</u>	<u>Unit</u>	<u>Bedrooms</u>
	510	B	2
511		C	1
	512	C	1

BUILDING 100

		No. of	
<u>Upstairs</u>	<u>Downstairs</u>	<u>Unit</u>	<u>Bedrooms</u>
101		C	1
	102	C	1
103		B	2
	104	B	2
105		B	2
	106	B	2
107		B	2
	108	B	2
109		B	2
	110	D	2 Handicap
111		A	3
	112	A	3

BUILDING 700

		No. of	
<u>Upstairs</u>	<u>Downstairs</u>	<u>Unit</u>	<u>Bedrooms</u>
701		C	3
	702	C	3
703		B	2
	704	B	2
705		B	2
	706	B	2
707		B	2
	708	B	2
709		B	2
	710	B	2
711		A	1
	712	A	1

*Building and unit designations for
 The original building 400 and 200
 have been changed to building 900
 and 700 respectively; the number of
 bedrooms for some units has changed
 from the original.

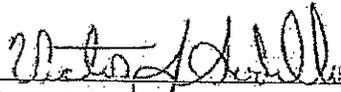
EXHIBIT B**COMMENCEMENT OF EXTENDED DEED RESTRICTION PERIOD BY BUILDING**

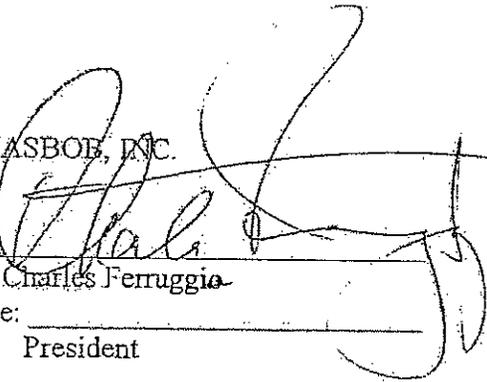
- A. --300 Building – January 8, 2013
- B. 100 Building – April 25, 2013
- C. 500 Building – September 28, 2013
- D. 900 Building – December 22, 2013
- E. 700 Building – March 25, 2014

remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

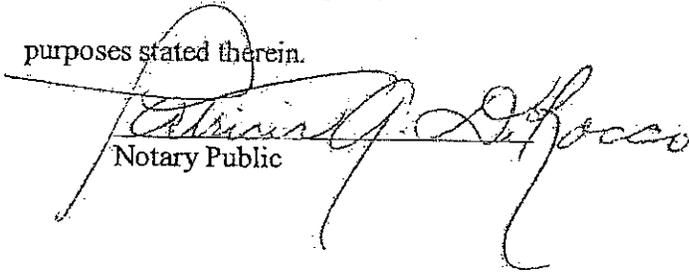
IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

TOWNSHIP OF WARREN

By: 
Victor J. Sordillo
Title: MAYOR
Mayor

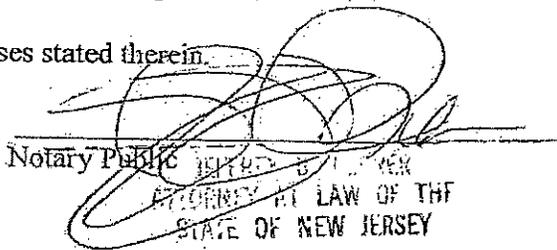
CHASBOB, INC.
By: 
Charles Ferruggia
Title: _____
President

On this 21 day of February, 2013, before me came Victor J. Sordillo, known to me to be the Mayor of the Township of Warren, the municipality identified as such in the foregoing Agreement, who states that he is duly authorized to execute said Agreement on behalf of said municipality, and that he has so executed the foregoing Agreement for the purposes stated therein.


Notary Public

PATRICIA A. DIROCCO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/9/2017

On this 26 day of February, 2013, before me came Charles Ferruggia, known to me to be the President of Chasbob, Inc., the corporation identified as such in the foregoing Agreement, who states that he is duly authorized to execute said Agreement on behalf of said corporation, and that he has so executed the foregoing Agreement for the purposes stated therein.


Notary Public
JEREMY B. LUYER
ATTORNEY AT LAW OF THE
STATE OF NEW JERSEY



WARREN TOWNSHIP
46 MOUNTAIN BLVD
WARREN NJ 07059



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 03/28/2013 12:01:56 PM
Book: OPR 6617 Page: 2443-2451
Instrument No.: 2013017433
TWP AGTDEED 9 PGS \$11.00

Recorder: HECKMAN

DO NOT DISCARD



2013017433

116

[Printer Friendly Version](#)**Detailed Information on
Brightview Warren****Facility
Information**[Inspection
Summaries](#)[Advisory
Standards](#)[Nursing Home
Report Card](#)

Licensed Name: **Brightview Warren**
Address: 57 Mt Bethel Road, Warren, NJ 07059
Phone: (908) 756-3790
Facility Type: Assisted Living Residence
License Number: 18A007
License Expires: 09/30/2019
Administrator: Ms. SUSAN BRUNCATI

Owner/Officer Information

Licensed Owner: BRIGHTVIEW WARREN, LLC
Officer(s):
LIVING VI LLC SHELTER SENIOR

Bed/Slot Information

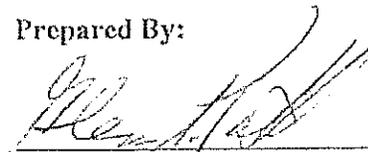
Assisted Living Beds: 120

[Back](#)



Record and Return to:
Glenn S. Pantel, Esq.
Drinker Biddle & Reath LLP
600 Campus Drive
Florham Park, New Jersey 07932-1047

Prepared By:


Glenn S. Pantel, Esq.

DRINKER BIDDLE & REATH LLP
PO BOX 931
FLORHAM PARK NJ 07932

DECLARATION

This Declaration ("Declaration") is made as of this 9th day of May, 2016 by Brightview Warren, LLC, having an address at 218 North Charles Street, Suite 220, Baltimore, Maryland 21201 ("Declarant").

WHEREAS, Declarant is the owner of that certain tract of land in the Township of Warren, Somerset County, New Jersey, identified as Block 74, Lot 7.01 on the Tax Map of the Township of Warren (the "Property"), being the same property conveyed to Declarant by Declarant in the Deed of Consolidation recorded on January 26, 2015 in the Office of the Somerset County Clerk in Deed Book 6769, Page 791, and being the same property conveyed to Declarant by the following deeds:

Deed from Walter Cyburt recorded on January 26, 2015 in the Office of the Somerset County Clerk in Deed Book 6769, Page 777 (conveying Block 74, Lots 7 and 8 on the Warren Township Tax Map); and

Deed from Walter Cyburt recorded on January 26, 2015 in the Office of the Somerset County Clerk in Deed Book 6769, Page 785 (conveying Block 74, Lot 9 on the Warren Township Tax Map); and

WHEREAS, Declarant was issued a Certificate of Need (CN# ER 140301-18-37) by the State of New Jersey Department of Health for the operation of a 120-bed assisted living residence on the Property (the "Assisted Living Facility"); and

WHEREAS, as set forth in said Certificate of Need, pursuant to N.J.S.A. 26:2H-12.16, the Assisted Living Facility shall, within three years of commencement of operation, have ten percent (10%) of its total bed complement reserved for occupancy by Medicaid-eligible persons; and

WHEREAS, the Township of Warren (the "Township") has requested that the Declarant execute and record this Declaration so that the Township may utilize said 10% reservation for Medicaid-eligible persons toward the satisfaction of affordable housing obligations which it may have under the Mt. Laurel doctrine.

NOW, THEREFORE, in consideration of the foregoing, and intending to be legally bound, Declarant hereby declares as follows:

1. 10% Medicaid Reservation. The Assisted Living Facility shall, in conformance with N.J.S.A. 26:2H-12.16, have 10% of its total bed complement reserved for occupancy by Medicaid-eligible persons within three years of commencement of operation of the Assisted Living Facility. This 10% utilization by Medicaid-eligible persons may be met through Medicaid conversion of persons who enter the Assisted Living Facility as private paying persons and subsequently become eligible for Medicaid, or through direct admission of Medicaid-eligible persons.

2. Enforcement; Term. Since this Declaration is being executed for the purpose of utilizing the aforesaid 10% reservation for Medicaid-eligible persons towards the Township's Mt. Laurel affordable housing obligation, the terms and conditions of this Declaration may be enforced or waived only by the Township. Notwithstanding any of the other terms hereof, this Declaration shall terminate and be of no further force or effect on the date which is thirty (30) years from issuance of the first certificate of occupancy for any residential unit within the Assisted Living Facility (the "Term"). Declarant shall have the right to execute and record a Supplement to this Declaration upon the issuance of such certificate of occupancy to confirm, of record, the date of its issuance and the date on which said thirty (30) year period shall terminate.

3. Operation of Assisted Living Facility. While the Assisted Living Facility shall, as set forth above, maintain the aforesaid ten percent (10%) reservation for Medicaid-eligible persons during the Term, this Declaration shall not be construed to require Declarant to continue the operation of the Assisted Living Facility, so that Declarant shall not be in breach of the terms hereof in the event that operation of the Assisted Living Facility is, for any reason, terminated.

4. No Other Affordable Housing Obligation. No obligation shall be imposed on Declarant or the Assisted Living Facility with respect to affordable housing, or any payment related thereto, other than compliance with the 10% reservation for Medicaid-eligible persons set forth above.

5. Binding Effect; Runs with Land. The terms, covenants and conditions herein contained shall run with the land and shall be binding upon (a) the Declarant during its ownership of the Property, and (b) the successors and assigns of Declarant.

6. Release of Declarant after Sale. Upon the sale or transfer of Declarant's interest in the Property, Declarant shall be released from all responsibilities or obligations arising hereunder after such sale or transfer, without the necessity of the execution or delivery of additional documents.

7. Amendments. Any amendment or modification of this Declaration or waiver of any provision hereof shall be binding only if evidenced in a recorded document executed by each of the Declarant or its successors and/or assigns and the Township.

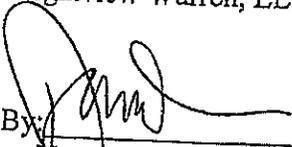
8. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of New Jersey.

9. Miscellaneous. This Declaration contains the entire understanding, and supersedes all prior or contemporaneous agreements, conditions or understandings, warranties or representations, oral or written, express or implied, with respect to the matters covered hereby. If any provision of this Declaration shall be invalid or unenforceable, the remainder of this Declaration shall not be affected thereby. The paragraph headings are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has executed and delivered this Declaration as of the date first set forth above.

Brightview Warren, LLC

By: 
Name: David Carliner
Title: Executive Vice-President



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 05/13/2016 02:44:21 PM
Book: OPR 6872 Page: 1136-1141
Instrument No.: 2016018597
AGTDEED 6 PGS \$73.00

Recorder: ARTFITCHJ

DO NOT DISCARD



2016018597



Supportive Housing for Adults with Special Needs

130 Mt. Bethel Road • Warren, New Jersey 07059
Tel: 908-757-7000 • Fax: 908-757-7022
www.mtbethelvillage.com

Mr. John Chadwick
Warren Township Municipal Complex
46 Mountain Blvd.
Warren, NJ 07059

July 29, 2019

Dear Mr. Chadwick,

I am writing to confirm our total occupancy here at that our facility, located at 130 Mt. Bethel Road in Warren. We have a total of 53 beds for adults 21 and over with Developmental Disabilities, Autism and Traumatic Brain Injury. Right now we have 49 beds assigned and 4 vacancies. All of our residents are receiving Medicaid or are Medicaid eligible.

If you have any further questions or need additional information, please don't hesitate to contact me at any time.

Sincerely,

Dawn Duffy,
Executive Director



Supportive Housing for Adults with Special Needs

130 Mt. Bethel Road • Warren, New Jersey 07059
Tel: 908-757-7000 • Fax: 908-757-7022
www.mtbethelvillage.com

Mr. John Chadwick
Warren Township Municipal Complex
46 Mountain Blvd.
Warren, NJ 07059

August 9, 2019

Dear Mr. Chadwick,

As per your request, I am writing to provide further clarification on the details of our setup at Mt. Bethel Village. We have a total of 53 beds here in our community. We have shared apartments but all have individual bedrooms. Each bed has its own bedroom. Therefore we have 53 individual bedrooms.

I hope that helps. If you need any additional information, please let me know.

Sincerely,

Dawn Duffy,
Executive Director

4p [unclear] Ret 338 July 25

updated June 2007

Record & Return to:
Patricia A. DiRocco
46 Mountain Blvd.
Warren, NJ 07059

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

79/7.01

Deed Restriction

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

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

THIS DEED RESTRICTION, entered into as of this the 29 day of July, 2010, by and between the [Administrative Agent] ("Administrative Agent"), or its successor, acting on behalf of Township of Warren (Municipality), with offices at 46 Mountain Blvd, Warren, N.J. 07059 and Special Needs Residence, LLC a New Jersey (~~Company~~) (~~Partnership~~) (~~Limited Partnership~~) (~~LLC~~) having offices at 130 Mount Rachel Road, Warren N.J. the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

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

Article 2. Description of Property

[If the project is a 100 percent affordable development, use the following:]

The Property consists of all of the land, and improvements thereon, that is located in the municipality of _____, County of _____, State of New Jersey, and described more specifically as Block No. _____ Lot No. _____, and known by the street address:

[Where restrictions are limited to specific units within the project, use the following:]

BRETT A. ROBE COUNTY CLERK
COBERG COUNTY, NJ
2010 JUL 29 02:30:35 PM
REC-5326 PG. 1201-1488
INSTRUMENT # 2010033320



updated June 2007

The Property consists of all of the land, and a portion of the improvements thereon, that is located in the municipality of Township of Warren, County of Somerset, State of New Jersey, and described more specifically as Block No. 79 Lot No. 7.01, and known by the street address:

130 Mount Bethel Road

Warren, New Jersey 07059

More specifically designated as:

There will be 13 affordable units in the building to be constructed at 130 Mt. Bethel Road, Warren, New Jersey. The units will consist of a mix of studio and one bedroom units.
(List specific affordable units by address or apartment number.)

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the unit, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.1, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
 - B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
 - C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
 - D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

updated June 2007

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

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

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

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

[THE ADMINISTRATIVE AGENT]

Township of Warren

BY: [Signature]
Mark Krane, Administrator xxxxxxxxxxxx Title

[THE OWNER]

Special Needs Residence, LLC

BY: [Signature]
Herbert Melich, Managing Member xxxxxxxxxxxx Title

APPROVED BY WARREN TWP. [Municipality]

BY: [Signature]
Victor J. Sordillo xxxxxxxxxxxx Title
MAYOR

ACKNOWLEDGEMENTS

On this the 29 day of July, 20 before me came MARK M. KRANE to me known and known to me to be the Administrative Agent for WARREN TWP. [Municipality] who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

updated June 2007

PATRICIA A. DIROCCO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 12, 2012

Patricia A. DiRocco
NOTARY PUBLIC

On this the 27 day of July, 2010 before me came Herbert Heflich to me known and known to me to be Managing Member of, the Owner of the Property, who states that (s)he has signed said Agreement for the purposes stated therein.

~~NOTARY PUBLIC~~ *Ervin C. Schifler*
Ervin C. Schifler
An Attorney At Law of the State of New Jersey

On this the 29 day of July, 2010 before me came Victor J. Sordillo known and known to me to be MAYOR of WARREN TWP., the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein

Patricia A. DiRocco
NOTARY PUBLIC

PATRICIA A. DIROCCO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 12, 2012

UNRECORDED
ORIGINAL DOCUMENT



BRETT A. RADI
 SOMERSET COUNTY CLERK
 20 GROVE STREET
 P.O. BOX 3000
 SOMERVILLE, NJ 08876-1262

Recorded: 08/02/2010 03:30:35 PM
 Book: OPR 6340 Page: 1461-1465
 Instrument No.: 2010033320
 TWP AGTDEED 6 PGS \$11.00

Recorder: MOUTNER

DO NOT DISCARD



2010033320

Unofficial Document

MANDATORY DEED RESTRICTION AMENDMENT
FOR RENTAL PROJECTS

AMENDED DEED RESTRICTION

DEED RESTRICTION AMENDMENT OF DEED RESTRICTED
AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS
ON RESALE AND REFINANCING

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

THIS DEED RESTRICTION AMENDMENT, entered into on this 28th day of February, 2014, by and between the [Administrative Agent] ("Administrative Agent"), or its successor, acting on behalf of the Township of Warren, with offices at 46 Mountain Boulevard, Warren, New Jersey 07059 and Special Needs Residence, LLC, a New Jersey Limited Liability Corporation having offices at 130 Mount Bethel Road, Warren, New Jersey the developer/sponsor (the "Owner") of a residential low or moderate income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

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

Article 2. Description of Property and Prior Deed Restriction

2010033320

The parties executed and recorded a document entitled Deed Restricted Affordable Housing Property With Restrictions on Resale and Refinancing dated July 29, 2010 and recorded at Book OPR 6340, pages 1461-1465 relating to the property of Special Needs Residence, LLC (hereafter "Deed Restriction") consisting of all the land, and a portion of the improvements thereon, that is located in the municipality of the Township of Warren, County of Somerset, State of New Jersey, and described more specifically as Block 79, Lot No. 7.01, and known by the street address of 130 Mount Bethel Road, Warren, New Jersey 07059.

Said Deed Restriction is amended in Article 2 to state: "There will be 18 affordable units in the building located at 130 Mt. Bethel Road, Warren, New Jersey. The units will consist of a mix of studio and one bedroom units. Seven (7) of these eighteen (18) units are being transferred from the nearby building being constructed by CMG Chelsea, LLC in lieu of any affordable units in the CMG Chelsea, LLC building to be constructed." This new paragraph replaces the paragraph that states: "There will be 11 affordable units in the building to be constructed at 130 Mt. Bethel Road,

RICHARD M SASSO ESQ
31 W MOUNTAIN BLVD
WARREN NJ 07059



2014011406

BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2014 APR 02 09:35:35 AM
BK:6708 PG:2848-2853
INSTRUMENT # 2014011406

Warren, New Jersey."

The purpose of this Amendment is to add seven (7) affordable units within the existing building of 130 Mount Bethel Road for a total of eighteen (18) in lieu of building seven (7) affordable units in the CMG Chelsea, LLC building.

The Deed Restriction continues in full force and effect except as modified by this Amended Deed Restriction.

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

(THE ADMINISTRATIVE AGENT) Township of Warren

By: *Mark M. Krane*
MARK M. KRANE, Administrator

(THE OWNER) Special Needs Residence, LLC

By: *Herbert Heflich*
Herbert Heflich, Managing Member

APPROVED BY: Warren Township

By: *Gary P. DiNardo*
GARY P. DiNARDO, Mayor

ACKNOWLEDGEMENTS

On this the 21 day of MARCH, 2014 before me came MARK M. KRANE, to me known and known to me to be the Administrative Agent for Warren Township, who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

Carolyn Scannelli
Notary Public

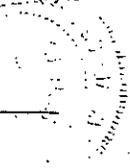
CAROLYN SCANNELLI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/3/2017



On this the 28th day of February, 2014 before me came Herbert Heflich to me known and known to me to be the Managing Member, of the Owner of the Property, who states that (s)he has signed said Agreement for the purposes stated therein.

GERTRUDE SCOCOZZA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/16/2018

Gertrude Scocozza
Notary Public



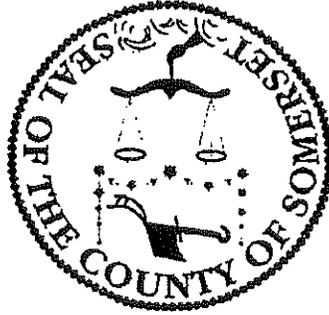
On this the 21 day of MARCH, 2014 before me came GARY P. DIYARDO, to me known and known to me to be the Mayor of Warren Township, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein.

Carolyn Scannelli
Notary Public

CAROLYN SCANNELLI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/3/2017



RECO



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 04/02/2014 09:35:38 AM
Book: OPR 6708 Page: 2580-2583
Instrument No.: 2014011406
AGTDEEDN 4 PGS \$63.00

Recorder: ADAMUS

DO NOT DISCARD



2014011406



Timothy P. McKeown
Director
201-981-1000

201-981-1000

Lauren Frary, M.A.
201-981-1000

Via Email

Mr. John Chadwick,
Professional Land Use Planner
3176 Route 27, Suite 1A
Kendall Park, NJ 08824

August 18, 2017

Mr. Chadwick,

I am writing to confirm the information related to the property located at 57 Old Stirling Road, Warren, NJ.

This property is located in a Sub Division of land identified as Block 527 , Lot 39A.

In 1989, The Arc of Somerset County, partnered with the NJ Division of Developmental Disabilities for funding to build a fully accessible group home for individuals with intellectual and Developmental Disabilities.

The Group home provides residence and supportive services for 10 adults with intellectual and developmental disabilities and is run and operated by The Arc of Somerset County.

Please feel free to contact me if you have any additional questions.

Sincerely,

Lauren Frary
Lauren Frary



Lt. Governor Sheila Y. Oliver
Chairman

Charles A. Richman
Executive Director

July 31, 2019

John Chadwick
Township Planner
Warren Township
46 Mountain Blvd.
Warren, NJ 07059

Re: Promenade at Warren

Dear Mr. Chadwick,

This letter is to affirm that all homeowners who initially purchased deed restricted affordable housing units within the Promenade at Warren were income qualified as required by the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq (UHAC).

If you have any additional questions or concerns, please feel free to reach out to me at (609) 278-7560 or via email at eknox@njhmfa.gov.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Knox".

Elizabeth Knox
Mgr. of Special Programs
Housing Affordability Service

c: file

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

637 South Clinton Avenue * P.O. Box 18550 * Trenton, NJ 08650-2085
TELEPHONE: (609) 278-7400 * WEB: www.njhousing.gov

Record & Return to
Patricia A. DiRocco
Township Clerk
46 Mountain Blvd.
Warren, NJ 07059

Prepared By: _____

John P. Belardo, Esq.

RESTRICTIVE COVENANT

Declaration of Covenants, Conditions and Restrictions Implementing Affordable
Housing Controls on State Regulated Property Fair Housing Act Required Covenants
Restricting Use, Conveyance and Mortgage Debt

THIS DECLARATION is made this 26th day of July, 2005, by:

AMERICAN PROPERTIES AT BARDY FARMS, L.L.C.

a Limited Liability Company of the State of New Jersey, having its principal place of business at 517 Route One South, Suite 2100, Iselin, New Jersey 08830

AND:

WARRENVILLE PROPERTIES, L.L.C.

a Limited Liability Company of the State of New Jersey, having its principal place of business at 125 Washington Valley Road, Warren, N.J. 07059

(hereinafter referred to collectively as "Developer").

WHEREAS, Warrenville Properties, L.L.C. is the owner of Lots 19, 20.01 and 20.03 of Block 70 as designated by the tax duplicate of the Township of Warren (hereinafter referred to as the "Warrenville Properties Lots"); and,

WHEREAS, American Properties at Bardy Farms, L.L.C. is the owner of Lots 22.01 and 22.02 of Block 70 as designated by the tax duplicate of the Township of Warren (hereinafter referred to as the "American Properties Lots"); and,

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrenville Properties, L.L.C. presented a composite and integrated plan to the Warren Township Planning Board for both the American Properties lots and the Warrenville Properties Lots; and,

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrenville Properties, L.L.C., received Preliminary Major Site Plan Approval from the Warren Township Planning Board on April 12, 2004, Case #2004-02 for Block 70, Lots 19, 20.01, 20.03 (the Warrenville Lots) as well as Lots 22.01 and 22.02 (the American Properties Lots) located on Washington Valley Road in accordance with plans prepared by Menlo Engineering Associates, Inc., dated September 21, 2003 revised through March 5, 2004; and,

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrenville Properties, L.L.C., received Preliminary Major Subdivision Approval from the Warren Township Planning Board on May 10, 2004, Case #2004-08 for Block 70, Lots 19, 20.01, 20.03 (the Warrenville Lots) as well as Lots 22.01 and 22.02 (the American Properties Lots) located on Washington Valley Road in accordance with plans entitled "Promenade at Warren, Township of Warren, Somerset County, New Jersey, Major Subdivision Plan, Block 70 Lots 19, 20.01, 20.03, 22.01, and 22.02, Tax Map Sheets 85 & 86", prepared by Menlo Engineering Associates, Inc., dated February 13, 2003 revised through March 5, 2004; and,

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrenville Properties, L.L.C., received Final Major Site Plan and Amended Preliminary and Final Major Subdivision Approval from the Warren Township Planning Board on October 11, 2004, Case #2004-08 for Block 70, Lots 19, 20.01, 20.03 (the Warrenville Lots) as well as Lots 22.01 and 22.02 (the American Properties Lots) located on Washington Valley Road, in accordance with plans prepared by Menlo Engineering Associates, Inc., dated September 22, 2003 revised through September 27, 2004; and,



2005063546

BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2005 AUG 26 02:07:06 PM
BK: 6790 PG: 317-322
INSTRUMENT # 2005063546

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrentville Properties, L.L.C., received Amended Preliminary and Final Site Plan Approval and Amended Preliminary and Final Major Subdivision Approval from the Warren Township Planning Board on March 7, 2005, Case #2005-02 for Block 70, Lots 19, 20.01, 20.03 (the Warrentville Lots) as well as Lots 22.01 and 22.02 (the American Properties Lots) located on Washington Valley Road; and,

WHEREAS, the Amended Preliminary and Final Site Plan Approval is in accordance with plans entitled "Promenade at Warren, Township of Warren, Somerset County, New Jersey, Preliminary/Final Major Site Plan, Block 70 Lots 19, 20.01, 20.03, 22.01, and 22.02, Tax Map Sheets 85 & 86", prepared by Menlo Engineering Associates, Inc., dated May 30, 2003 revised through November 11, 2004; and the Amended Preliminary and Final Major Subdivision Approval is in accordance with plans entitled "The Promenade at Warren, Township of Warren, Somerset County, New Jersey, Overall Final Map, Block 70 Lots 19, 20.01, 20.03, 22.01 & , 70.87 +/- Acres 22.02", prepared by Menlo Engineering Associates, Inc., dated September 3, 2004 revised through January 18, 2005, and ALTAVACSM Land Title & Topographic Survey by Control Point Associates, Inc. dated June 20, 2002; and,

WHEREAS, Developer is the owner of forty-two (42) units, more fully described on Schedule A attached hereto and made a part hereof (hereinafter referred to as the "Affordable Units") which are situated within The Promenade at Warren a residential development consisting of a total of two hundred eight (208) dwelling units located in the Municipality of Warren, County of Somerset, State of New Jersey; and

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (N.J.S.A. 52:27D-301 *et seq.*, P.L. 1985, c. 222) (hereinafter the "Act") to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with the provisions of the Act; and,

WHEREAS, the Act requires that municipalities insure that such designated housing remains affordable to low and moderate income households; and,

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 insure that the described Affordable Units remain affordable to low and moderate-income eligible households for a minimum period of thirty years; and,

NOW, THEREFORE, it is the intent of this Declaration to insure 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 Housing Affordability Service of the New Jersey Department of Community Affairs, or other administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Affordable Unit shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Affordable Unit, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percentum (95%) of the applicable MRP.
- D. The owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Affordable Unit lease or rent the Affordable Unit to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Affordable Unit is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Affordable Unit that would affect its bedroom configuration, and in any event, no improvement made to the Affordable Unit will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

Article 2. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

- A. In the event of a threatened breach of any of the Covenants by the 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, Developer has caused this instrument to be executed by its duly authorized partners and proper officers, respectively, this 26th day of July, 2005.

ATTEST:

AMERICAN PROPERTIES AT BARDY FARMS, L.L.C.

Joni E. Curreri

Joni E. Curreri

By: [Signature]
Randy Csik

ATTEST:

WARRENVILLE PROPERTIES, L.L.C.

Joni E. Curreri

Joni E. Curreri

By: [Signature]
Peter Villani

STATE OF NEW JERSEY :
COUNTY OF MIDDLESEX : SS.:

I CERTIFY that on JULY, 26, 2005,

Randy Csik personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as Managing Member of American Properties at Bardy Farms, L.L.C., the limited liability company named in this document; and
- (b) this document was signed and made by the company as its voluntary act and deed by virtue of authority from its Members.

[Signature]
NOTARY PUBLIC OF NEW JERSEY

LORI E. CURRERI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 26, 2009

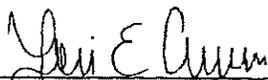
STATE OF NEW JERSEY :
COUNTY OF Middlesex : SS.:

I CERTIFY that on JULY, 26, 2005,

Peter Villani personally came before me and this person acknowledged under oath, to my satisfaction, that:

Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls
The Promenade at Warren - Block 70 Lot(s) 19, 20.01, 20.03, 22.01, & 22.02
Page 5

- (a) this person signed, sealed and delivered the attached document as Managing Member of Warrentown Properties, L.L.C., the limited liability company named in this document; and
- (b) this document was signed and made by the company as its voluntary act and deed by virtue of authority from its Members.



 NOTARY PUBLIC OF NEW JERSEY

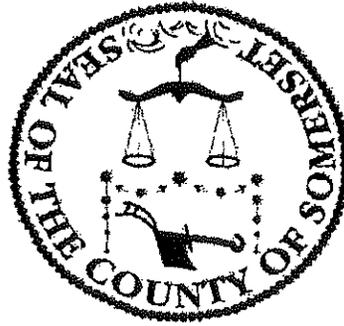
LORE E. CURRERI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 26, 2009

RECORD AND RETURN TO:

Township Clerk
 Township of Warren
 46 Mountain Boulevard
 Warren, NJ 07059

\\Huttandshman01\JGBurnham\American Properties\AP at Bards Farms\Restrictive Covenant for AU.doc
 7/15/2005 11:31:06 AM

UNRECORDED DOCUMENT



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 08/26/2005 02:07:06 PM
Book: OPR 5790 Page: 3017-3022
Instrument No.: 2005063546
RESCOVNT 6 PGS \$70.00

RESTRICTIVE COVENANT: \$70.00

Recorder: VILLANUEVA

DO NOT DISCARD



2005063546

Unofficial Document

142
Record & Return to:
Patricia A. DiRocco, Clerk
Township of Warren
46 Mountain Blvd
Warren, NJ 07059

Sp. Book Sv.

Prepared by:

John P. Belardo
John P. Belardo, Esq.
Attorney-At-Law
State of New Jersey

AMENDED
RESTRICTIVE COVENANT

**Declarations of Covenants, Conditions and Restrictions Implementing Affordable
Housing Controls on State Regulated Property Fair Housing Act Required Covenants
Restricting Use, Conveyance and Mortgage Debt**

THIS DECLARATION is made on this 30th day of October, 2006, by:

**K. HOVNANIAN @ WARREN TOWNSHIP, L.L.C.,
A LIMITED LIABILITY COMPANY OF NEW JERSEY**
having its principal place of business at K. Hovnanian Company,
110 Fieldcrest Ave., CN 7825, Edison, NJ 08818-7825

(hereinafter referred to as "Developer").

WHEREAS, K. Hovnanian @ Warren Township, L.L.C., A Limited Liability Company Of New Jersey is the owner of Lots 128 and 131 in Block 70.02 as designated by the tax duplicate of the Township of Warren (hereinafter referred to as the "Four Seasons-Promenade Lots"); and,

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrentville Properties, L.L.C., previous owners of the subject property, received Preliminary Major Site Plan Approval from the Warren Township Planning Board on April 12, 2004, Case #2004-02 for Block 70, Lots 19, 20.01, 20.03, as well as Lots 22.01 and 22.02, the subject property which was then known as Promenade at Warren, in accordance with plans prepared by Menlo Engineering Associates, Inc., dated September 21, 2003 revised through March 5, 2004; and,

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrentville Properties, L.L.C., received Preliminary Major Subdivision Approval from the Warren Township Planning Board on May 10, 2004, Case #2004-08 for Block 70, Lots 19, 20.01, 20.03 as well as Lots 22.01 and 22.02 in accordance with plans entitled "Promenade at Warren, Township of Warren, Somerset County, New Jersey, Major Subdivision Plan, Block 70, Lots 19, 20.01, 20.03, 22.01, and 22.02, Tax Map Sheets 85 & 86", prepared by Menlo Engineering Associates, Inc., dated February 13, 2003 revised through March 5, 2004; and,

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrentville Properties, L.L.C., received Final Major Site Plan and Amended Preliminary and Final Major Subdivision Approval from the Warren Township Planning Board on October 11, 2004, Case #2004-08 for Block 70, Lots 19, 20.01, 20.03 as well as Lots 22.01 and 22.02, in accordance with plans prepared by Menlo Engineering Associates, Inc., dated September 22, 2003 revised through September 27, 2004; and,

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrentville Properties, L.L.C. received Amended Preliminary and Final Site Plan Approval and Amended Preliminary and Final Major Subdivision Approval from the Warren Township Planning Board on March 7, 2005, Case #2005-02 for Block 70, Lots 19, 20.01, 20.03 as well as Lots 22.01 and 22.02; and,

WHEREAS, Developer has received Amended Preliminary and Final Site Plan Approval from the Warren Township Planning Board on October 23, 2006, Case # 2004-08 for the subject property; and

WHEREAS, American Properties at Bardy Farms, L.L.C. and Warrentville Properties, L.L.C. recorded a Restrictive Covenant on August 26, 2005 in Somerset County Deed Book OPR, pages 3017-3022; and



BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2007 JAN 05 01:38:56 PM
BK:5982 PG:52-57
INSTRUMENT # 2007001197

WHEREAS, Developer is the owner of forty-two (42) units, more fully described on Schedule A attached hereto and made a part hereof (hereinafter referred to as the "Affordable Units") which are situated within the Four Seasons-Promenade Lots; and

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (N.J.S.A. 52:27D-301 et. seq., P.L. 1985, c. 222) (hereinafter the "Act") to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with the provisions of the Act; and,

WHEREAS, the Act requires that municipalities insure that such designated housing remains affordable to low and moderate income households; and,

WHEREAS, pursuant to the Act, the Affordable Units described in Exhibit A attached to this Agreement have been designated, pursuant to the amended preliminary and final site plan granted October 23, 2006, as low and moderate income housing as defined by the Act; and,

WHEREAS, the purpose of this Declaration is to replace the Restrictive Covenant recorded in Somerset County Deed Book OPR, pages 3017-3022, in order to redesignate the affordable units pursuant to the Warren Township Planning Board approval of October 23, 2006 and insure that the described Affordable Units remain affordable to low and moderate-income eligible households for a minimum period of thirty years; and,

NOW, THEREFORE, it is the intent of this Declaration to insure 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 I. 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 80, (N.J.A.C. 5:80-26.1, et seq.), as required by N.J.A.C. 5:94-7.2 (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 for each unit on the date the initial certified household takes title to the unit, 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 Housing Affordability Service of the New Jersey Department of Community Affairs, or other administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Affordable Unit shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the 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.

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. In accordance with N.H.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," the municipality in which the unit is located effects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

Article 2. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

A. In the event of a threatened breach of any of the Covenants by the 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.

SCHEDULE A

K. HOVNANIAN'S FOUR SEASONS PROMENADE AT WARREN CONDOMINIUM
SCHEDULE OF AFFORDABLE UNITS

GARDENHOME BUILDINGS					
BUILDING	UNIT	BLOCK	LOT	QUALIFIER	ADDRESS
2 or 1002	A1	70.02	128	C-021L	18 Lara Place
2 or 1002	B1	70.02	128	C-022L	20 Lara Place
2 or 1002	A2	70.02	128	C-025U	26 Lara Place
2 or 1002	B2	70.02	128	C-026U	28 Lara Place
2 or 1002	G2	70.02	128	C-028U	30 Lara Place
2 or 1002	D2	70.02	128	C-027U	32 Lara Place
3 or 1003	A1	70.02	128	C-031L	34 Lara Place
3 or 1003	B1	70.02	128	C-032L	36 Lara Place
3 or 1003	A2	70.02	128	C-035U	42 Lara Place
3 or 1003	B2	70.02	128	C-036U	44 Lara Place
3 or 1003	C2	70.02	128	C-038U	46 Lara Place
3 or 1003	D2	70.02	128	C-037U	48 Lara Place
9 or 1009	A1	70.02	128	C-091L	11 Lara Place
9 or 1009	B1	70.02	128	C-092L	15 Lara Place
9 or 1009	A2	70.02	128	C-095U	21 Lara Place
9 or 1009	B2	70.02	128	C-096U	23 Lara Place
9 or 1009	C2	70.02	128	C-098U	25 Lara Place
9 or 1009	D2	70.02	128	C-097U	27 Lara Place
10 or 1010	A1	70.02	128	C-101L	29 Lara Place
10 or 1010	B1	70.02	128	C-102L	31 Lara Place
10 or 1010	C1	70.02	128	C-104L	33 Lara Place
10 or 1010	D1	70.02	128	C-103L	35 Lara Place
10 or 1010	A2	70.02	128	C-105U	37 Lara Place
10 or 1010	B2	70.02	128	C-106U	39 Lara Place
10 or 1010	C2	70.02	128	C-108U	41 Lara Place
10 or 1010	D2	70.02	128	C-107U	43 Lara Place
11 or 1011	A1	70.02	131	C-111L	18 Aggie Lane
11 or 1011	B1	70.02	131	C-112L	20 Aggie Lane
11 or 1011	C1	70.02	131	C-114L	22 Aggie Lane
11 or 1011	D1	70.02	131	C-113L	24 Aggie Lane
11 or 1011	A2	70.02	131	C-115U	26 Aggie Lane
11 or 1011	B2	70.02	131	C-116U	28 Aggie Lane
11 or 1011	C2	70.02	131	C-118U	30 Aggie Lane
11 or 1011	D2	70.02	131	C-117U	32 Aggie Lane
12 or 1012	A1	70.02	131	C-124L	2 Aggie Lane
12 or 1012	B1	70.02	131	C-123L	4 Aggie Lane
12 or 1012	C1	70.02	131	C-121L	6 Aggie Lane
12 or 1012	D1	70.02	131	C-122L	8 Aggie Lane
12 or 1012	A2	70.02	131	C-128U	10 Aggie Lane
12 or 1012	B2	70.02	131	C-127U	12 Aggie Lane
12 or 1012	C2	70.02	131	C-125U	14 Aggie Lane
12 or 1012	D2	70.02	131	C-126U	16 Aggie Lane

IN WITNESS WHEREOF, Developer has caused this instrument to be executed by its duly authorized partners and proper officers, respectively, this 30th day of October, 2006.

ATTEST:

[Signature]
Print Name: SETH R. BARON
Title: LEGAL COUNSEL

K. HOVNANIAN @ WARREN TOWNSHIP, L.L.C.

By: *[Signature]*

Print Name: ANDRE K. MIESNICK
Title: Area President

STATE OF NEW JERSEY :
COUNTY OF : MIDDLESEX : SS:

I CERTIFY that on OCTOBER 30th, 2006,

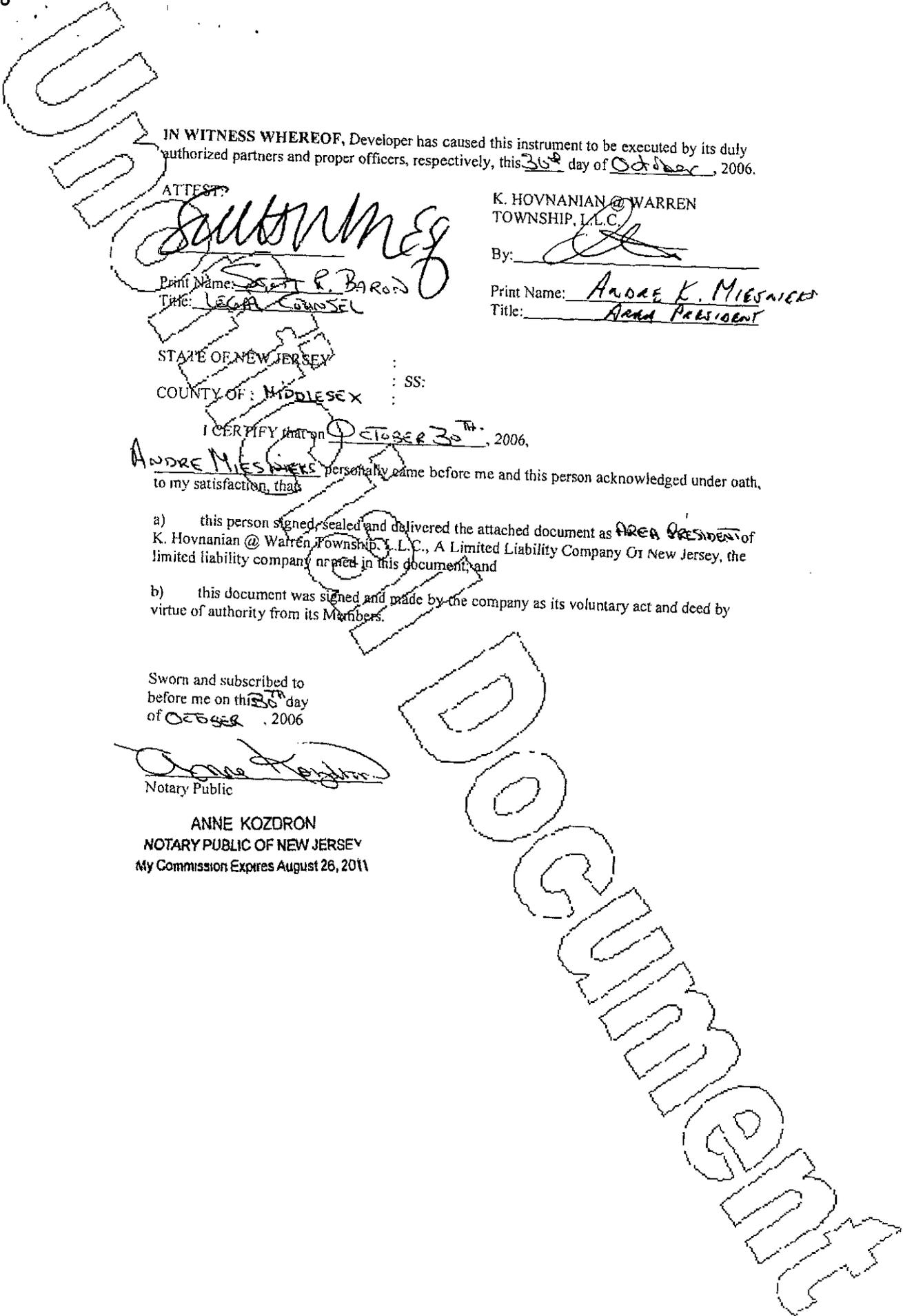
ANDRE MIESNICK personally came before me and this person acknowledged under oath, to my satisfaction, that

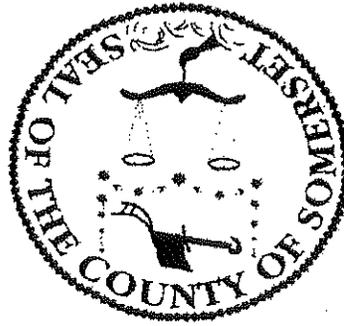
- a) this person signed, sealed and delivered the attached document as Area President of K. Hovnanian @ Warren Township, L.L.C., A Limited Liability Company of New Jersey, the limited liability company named in this document, and
- b) this document was signed and made by the company as its voluntary act and deed by virtue of authority from its Members.

Sworn and subscribed to before me on this 30th day of OCTOBER, 2006

[Signature]
Notary Public

ANNE KOZDRON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 26, 2011





BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 01/05/2007 01:38:56 PM
Book: OPR 5082 Page: 52-57
Instrument No.: 2007001197
TWP RESTRCOV 6 PGS \$8.00

Recorder: VILLANUEVA

DO NOT DISCARD



2007001197

Unofficial Document



THE CHELSEA
AT WARREN

August 13, 2019

Mr. John Chadwick
Town Hall Township Planner
46 Mountain Boulevard
Warren, NJ 07059

To Whom It May Concern:

The Chelsea at Warren Assisted Living is 10% or more occupied by individuals who are part of the MLTSS Medicaid Program. We currently have approximately 16% of our residents who participate with this program.

Please find attached our license (80A003) from the New Jersey Department of Health.

Regards,

A handwritten signature in cursive script that reads "Abby Cline".

Abby Cline, CALA
Executive Director

**NEW JERSEY DEPARTMENT OF HEALTH
DIVISION OF CERTIFICATE OF NEED AND LICENSING**

Presents, pursuant to N.J.S.A. 26:2H-1 et seq.,

this
LICENSE
to
WARREN SENIOR CARE, LLC
which is hereby licensed to operate
The Chelsea at Warren
274 KING GEORGE ROAD - WARREN, NEW JERSEY 07059
ASSISTED LIVING RESIDENCE
94 ASSISTED LIVING BEDS

License #: 80A003
Effective: 09/01/2018
Expires: 08/31/2019
Issued: 07/26/2018



[Signature]
Shereef M. Einahal, MD, MBA
Commissioner

**MUST BE POSTED IN A CONSPICUOUS PLACE IN THE FACILITY
THIS LICENSE IS NOT TRANSFERABLE, APPLIES ONLY TO THE ABOVE LOCATION, AND TERMINATES ON NOTICE BY THE DEPARTMENT**

From: Shjarback, Al <AShjarback@warrennj.org>

Sent: Tuesday, September 10, 2019 4:07 PM

To: Krane, Mark <mkrane@warrennj.org>

Subject: Lindbergh Avenue Senior Housing Info

I was able to speak to our contact at Cooperative Housing Corp. who operates the Warren Ridge Senior Housing Project and confirmed that the total occupancy for the project is (25) between the (3) buildings. This includes (10) at Savo House 4 Lindbergh Avenue, (10) at Marlin House 2 Lindbergh Avenue and (5) at Warren Ridge House 1 Lindbergh Avenue.

Our system shows that each had an occupancy of (5) per house or a total of (15) up until 2014 when Savo and Marlin had additions put on that allowed them to accommodate (10) per house. When the additions were completed we apparently did not get updated occupancy for each so our system showed the old original numbers.

Hope that helps.

Als.

Prepared by:

Albert E. Cruz
Albert E. Cruz, Esq.

MINOR SUBDIVISION DEED

COUNTY OF SOMERSET
CONSIDERATION 10.00
REALTY TRANSFER FEE EXEMPT
DATE 2-28-01 BY DA

This Deed is made on February 15, 2001,

BETWEEN

THE TOWNSHIP OF WARREN, a Municipal Corporation
of the State of New Jersey,

having its principal office at 46 Mountain Boulevard, Warren, New
Jersey 07059, referred to as the Grantor,

AND

• COOPERATIVE HOUSING CORPORATION, a New Jersey
Non-Profit Corporation,

whose post office address is 75-77 North Bridge Street, Somerville,
New Jersey 08876, referred to as the Grantee.

The word "Grantee" shall mean 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 Ten Dollars(\$10.00).
The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) In the Township of
Warren, Block No. 114, part of Lot No. 22, forming new Lot 22.01.

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 Township of Warren,
County of Somerset and State of New Jersey. The legal description
is:

Description of part of Lot 22, Block 114 in the Township of
Warren, County of Somerset, New Jersey.

Being designated as part of Lot 22, in Block 114 as shown on
a certain map, or revisions thereof that may occur from time to
time, entitled "Tract Map and Site Plan and Subdivision, Block 114,
Part of Lot 22 Situated in the Township of Warren, Somerset County,
New Jersey, Michael J. Amorosa, County Engineer, Dated January 10,
2000, Scale as Shown", said map now on file in the Somerset County
Engineer's Office, and being more particularly described as
follows:

Beginning at the intersection of the westerly sideline of
Stirling Road (County Route No. 653, 50' wide), with the southerly
sideline of Lindbergh Avenue (50' wide); and runs thence,

REC FEB/28/2001 09:28AM DUTZ/PS

SOMERSET COUNTY CLERK OLA 31.00

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1. Along the westerly sideline of Stirling Road (County Route No. 653), S 06°56'24" E, 131.26' to an existing monument (found); thence,
2. Continuing along the westerly sideline of Stirling Road (County Route No. 653), S 04°18'16" E, 68.81'; thence,
3. Through Lot 22, in Block 114 as shown on the current Tax Map of the Township of Warren, S 83°03'36" W, 246.78'; thence,
4. Still through Lot 22, in Block 114 as shown on the current Tax Map of the Township of Warren, N 06°56'24" W, 200.00', to the southerly sideline of Lindbergh Avenue (50' wide); thence,
5. Along the southerly sideline of Lindbergh Avenue (50' wide), N 83°03'36" E, 250.00; TO THE POINT AND PLACE OF BEGINNING.

Containing 48,889 square feet of land, be the same more or less.

Subject to easements and restrictions of record, if any, and zoning ordinances, and such facts as an accurate survey may disclose.

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).

Promises by Grantee. This conveyance is made pursuant to the provisions of N.J.S.A. 48:12-21(1). The Grantee is a duly incorporated non-profit housing corporation, and the use of the property is restricted to providing shared housing to senior citizens of low income (as defined under the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., as may be amended in the future). In the event the aforescribed property ceases to be used for this purpose, then the aforescribed property shall revert to the Grantor without any need for entry or re-entry by the Grantor.

This conveyance is also made subject to the terms and conditions of a certain Developer's Agreement between the Grantor and the Grantee, as Developer, and a certain Declaration of Covenants, Conditions and Restrictions for the Warren Township Senior Citizen Shared Housing Project Warren Ridge II by the Grantee, as Declarant, which documents shall be recorded immediately after the recording of this Deed, and to any other disclosure statements, agreements or documents containing rental affordability controls applicable to the development hereafter recorded to encumber the property by the Grantee, as the owner thereof.

Confirmation of Minor Subdivision Approval. The purpose of this Deed and conveyance is to implement a minor subdivision approval granted by the Planning Board of the Township of Warren, as memorialized by written Resolution adopted April 10, 2000, which subdivision granted a subdivision of new Lot 22.01 in Block 114 on the Tax Map of the Township of Warren.

As required by N.J.S.A. 40:55D-47(b), the aforesaid minor subdivision approval is hereby confirmed by the Chairman and Secretary of the Planning Board of the Township of Warren.

PLANNING BOARD OF THE
TOWNSHIP OF WARREN

Dated: February 13, 2001

By: David Peterson
David Peterson, Chairman

Dated: February 13, 2001

By: Vicky L. Green
Vicky L. Green, Secretary

Signatures. This Deed is signed and attested to by the Grantor's proper officers as of the date at the top of the first page. Its corporate seal is affixed.

ATTESTED BY:

TOWNSHIP OF WARREN

By: Patricia A. DiRocco
Patricia A. DiRocco, RMC
Township Clerk

By: Carolann Garafola
Carolann Garafola, Mayor

NC1645 - Affidavit of Consideration
RTF-1 (Rev. 1/00)
P4/00

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(P.L. 1968, c. 49)

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A Division of ALL-STATE International, Inc.
(908) 278-0800 Page 1

or
PARTIAL EXEMPTION
(P.L. 1975, c. 176)

To be recorded with Deed pursuant to P.L. 1968, c. 49, as amended by P.L. 1991, c. 308 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF SOMERSET

FOR RECORDER'S USE ONLY			
Consideration \$	10.00		
Realty Transfer Fee \$	Exempt		
Date	2-28-01	By	JM

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side.)

Deponent Albert E. Cruz (Name), being duly sworn according to law upon his/her oath
deposes and says that he/she is the Legal Representative of Grantor in a deed dated _____,
(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)
transferring real property identified as Block No. 114 Lot No. 22.01
located at Stirling Road and Lindberg Avenue, Warren, Somerset, New Jersey
(Street Address, Municipality, County) and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 10.00

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by P.L. 1968, c. 49 for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

(a) For a consideration of less than \$100.00.

(b) By or to the United States, this State, or any instrumentality, agency or subdivision thereof.

(4) PARTIAL EXEMPTION FROM FEE

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. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by P.L. 1975, c. 176 for the following reason(s):

- A) SENIOR CITIZEN (See Instruction #8.)
 - Grantor(s) 62 yrs. of age or over.*
 - One- or two-family residential premises.
 - Owned and occupied by grantor(s) at time of sale.
 - Owners as joint tenants must all qualify except in the case of a spouse.
- B) BLIND (See Instruction #8.)
 - Grantor(s) legally blind.*
 - One- or two-family residential premises.
 - Owned and occupied by grantor(s) at time of sale.
 - No owners as joint tenants other than spouse or other qualified exempt owners.
 - DISABLED (See Instruction #8.)
 - Grantor(s) permanently and totally disabled.*
 - One- or two-family residential premises.
 - Receiving disability payments.
 - Owned and occupied by grantor(s) at time of sale.
 - Not gainfully employed.
 - No owners as joint tenants other than spouse or other qualified exempt owners.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY

- C) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)
 - Affordable According to HUD Standards.
 - Meets Income Requirements of Region.
 - Reserved for Occupancy.
 - Subject to Resale Controls.

- D) NEW CONSTRUCTION (See Instruction #9.)
 - Entirely new improvement.
 - Not previously used for any purpose.
 - Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of P.L. 1968, c. 49.

Subscribed and sworn to before me
this 21st day of February 2001
Nancy A. Murray
Name of Deponent (sign above line)
Albert E. Cruz, Esq.
15 Mountain Boulevard
Warren, New Jersey 07059
Township of Warren
Name of Grantor (type above line)
46 Mountain Boulevard
Warren, New Jersey 07059
Address of Deponent
Address of Grantor at Time of Sale

NANCY A. MURRAY
A Notary Public of New Jersey
My Commission Expires April 29, 2001

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.			
Instrument Number	7125	County	SOMERSET
Deed Number		Book	
Deed Dated	2-28-01	Date Recorded	2-28-01

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered without the approval of the Director.

ORIGINAL - To be retained by County.
DUPLICATE - To be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16 - 8.12)
TRIPPLICATE - Is your file copy.

ORIGINAL AND DUPLICATE COPY MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

BK 2341 PG 738

STATE OF NEW JERSEY }
 } ss:
COUNTY OF SOMERSET }

I CERTIFY that on Feb. 15, 2000,

Patricia A. DiRocco, RMC, personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Township Clerk of Warren Township, the municipal corporation named in this Deed;

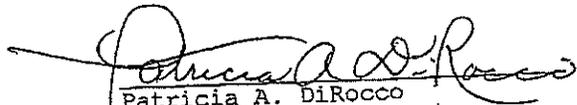
(b) this person is the attesting witness to the signing of this Deed by the proper municipal officer who is Carolann Garafola, the Mayor of the municipal corporation;

(c) this Deed was signed, sealed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of its Township Committee;

(d) this person knows the proper seal of the municipal corporation which was affixed to this Deed;

(e) this person signed this proof to attest to the truth of these facts; and

(f) the full and actual consideration paid or to be paid for the transfer of title is Ten and 00/100 (\$10.00) Dollars. (Such consideration is defined in N.J.S.A. 46:15-5.)


Patricia A. DiRocco

Signed and sworn to before me
on February 15, 2001.



ALBERT E. CRUZ
Attorney at Law Of New Jersey

<p>MINOR SUBDIVISION DEED</p>	<p>DATED: <i>Feb. 15</i>, 2001</p>
<p>Township of Warren, a municipal corporation of the State of New Jersey, Grantor,</p> <p>-TO-</p> <p>Cooperative Housing Corporation, a New Jersey non-profit corporation, Grantee.</p>	<p>RECORD & RETURN TO:</p> <p>William B. Savo, Esq. Mauro, Savo, Camerino & Grant P.O. Box 1277 Somerville, New Jersey 07059</p> <p style="text-align: right;">↑</p>

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BD

31p fhs DA
CR (2) 457

(Revised December 27, 2000)

Prepared by: Albert E. Cruz
Albert E. Cruz, Esq.

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
• THE WARREN TOWNSHIP SENIOR CITIZEN SHARED HOUSING PROJECT
WARREN RIDGE II



RECORD AND RETURN TO:

Albert E. Cruz, Esq.
BATEMAN, COLEY, YOSPIN,
KUNZMAN, DAVIS & LEHRER, P.C.
15 Mountain Boulevard
Warren, New Jersey 07059

REC FEB/28/2001 09:32AM 007126

SOMERSET COUNTY CLERK PLA 78.00

A0095611.wpd

RECORDED IN DEED

BK 234 | PG 74 |

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE WARREN TOWNSHIP SENIOR CITIZEN SHARED HOUSING PROJECT
WARREN RIDGE II

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DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
FOR
THE WARREN TOWNSHIP SENIOR CITIZEN SHARED HOUSING PROJECT
WARREN RIDGE II

THIS DECLARATION, made this 21st day of February, 2001, by
COOPERATIVE HOUSING CORPORATION, a New Jersey non-profit
corporation, having its principal address at 75-77 North Bridge
Street, Somerville, New Jersey 08876 ("Declarant").

RECITALS

WHEREAS, Declarant is the current owner of the fee simple
title to those lands and premises in the Township of Warren, County
of Somerset, State of New Jersey more particularly described by a
legal description attached hereto as Exhibit A and made a part
hereof; and

WHEREAS, the Declarant has established a senior citizen shared
housing dwelling unit ("Dwelling Unit") under the name of the
Warren Township Senior Citizen Shared Housing Project Warren Ridge
II ("Shared Housing Project"); and

WHEREAS, the Dwelling Unit has been designated by the Township
of Warren ("Township") as low income housing as defined under the
Fair Housing Act, N.J.S.A. 52:27D-301 et seq. ("Fair Housing Act");
and

WHEREAS, it is the intention of Declarant, and the purpose of
this Declaration, that the Dwelling Unit remain affordable to

senior citizen low income-eligible households for the thirty (30) year term set forth in this Declaration and in accordance with the rental controls and restrictions of the Fair Housing Act, the rules of the New Jersey Council on Affordable Housing, N.J.A.C. 5:91-1.1 et seq. and Section 16-6 (Affordable Housing Unit Regulations) of Chapter XVI (Zoning) of The General Ordinances of the Township of Warren; and

WHEREAS, the Declarant desires to cooperate fully with the Township to ensure that the Township receives affordable housing credits from the New Jersey Council on Affordable Housing and shall cooperate with the Township and Council to achieve that goal.

DECLARATION

NOW, THEREFORE, Declarant does hereby declare its intention to and does hereby submit the Dwelling Unit within the real property described in Exhibit A hereof to (1) the covenants, conditions and restrictions contained in this Declaration, and any and all amendments and supplements to this Declaration; (2) the rental controls and restrictions of the Fair Housing Act, as related to low income rentals, and any and all amendments, supplements and rules related thereto; (3) the rules of the New Jersey Council on Affordable Housing, N.J.A.C. 5:91-1.1 et seq., and any and all amendments and supplements thereto; (4) the Township Housing Element and Fair Share Plan, and any and all amendments and supplements thereto; (5) Section 16-6 (Affordable Housing Unit

Regulations) of Chapter XVI (Zoning) of The General Ordinances of the Township of Warren, and any and all amendments, supplements and ordinances related thereto; (6) applicable rules and regulations of the Warren Township Affordable Housing Agency, if any, and any and all amendments and supplements thereto; (7) any and all disclosure statements, agreements and other documents of record or documents to be recorded containing rental affordability controls applicable to the Dwelling Unit, and any and all amendments and supplements thereto; and (8) any and all-related and applicable opinions, statutes, approvals, rules or regulations of any court, legislature or government entity or agency having jurisdiction over the Dwelling Unit, and any and all amendments and supplements thereto (hereinafter collectively referred to as the "Restrictions" and incorporated by reference in this Declaration), such Dwelling Unit to be occupied and used subject to the Restrictions during the applicable term set forth in this Declaration, in the event that any covenant, condition or restriction of this Declaration imposed pursuant to the Township's own local rules, regulations or ordinances conflicts with any other covenant, condition or restriction of this Declaration imposed by the State of New Jersey or one of its agencies, such other covenant, condition or restriction of this Declaration imposed by the State of New Jersey or one of its agencies shall supersede the conflicting covenant, condition or restriction of this Declaration imposed pursuant to

the Township's own local rules, regulations or ordinances. The provisions of this Declaration shall constitute covenants running with the land with respect to the Dwelling Unit, and shall bind all Tenants and Dwelling Unit occupants, their heirs, executors, administrators, successors, assignees, agents, and all persons claiming by, through or under their heirs, executors, administrators, successors, assignees and agents during the applicable term set forth in this Declaration.

ARTICLE I

APPLICABILITY AND ACCEPTANCE

Section 1.01. Applicability. During the applicable term set forth in this Declaration, the Restrictions shall be applicable to the Dwelling Unit and shall bind any and all present and future Tenants of the Dwelling Unit, and their heirs, executors, administrators, successors, assigns and agents, as well as any and all persons claiming any interest by, through or under their heirs, executors, administrators, successors, assigns and agents as well any and all persons claiming any interest by, through or under their heirs, executors, administrators, successors, assigns and agents.

Section 1.02. Acceptance. Rental, occupancy and use of the Dwelling Unit shall be deemed acceptance and ratification of the Restrictions and acknowledgment of the obligation to comply with the Restrictions.

Section 1.03. Documentation. Before, upon or after the rental or occupancy of the Dwelling Unit, a Tenant of the Dwelling Unit shall be required to sign and/or deliver any documentation deemed necessary by the Declarant or Township to set forth acceptance and ratification of the Restrictions and acknowledgment of the obligation to comply with the Restrictions. Such documentation may be recorded in the Office of the Somerset County Clerk. Attached hereto as Exhibit B and made a part hereof is a form of "Disclosure Statement for Affordable Rental Units" which a Tenant of the Dwelling Unit may be required to sign and deliver to the Declarant. Attached hereto as Exhibit C and made a part hereof is a form of "Rental Properties Agreement" which Declarant may be required to sign. Nothing in this Declaration or any exhibit hereto shall preclude the Township or agency having jurisdiction over the Shared Housing Project from amending or supplementing any document attached hereto as an exhibit, and any such amendment or supplement need not be recorded as an exhibit to this Declaration. Nothing in this Declaration or any exhibit hereto shall preclude the Declarant, Township or agency having jurisdiction over the Shared Housing Project from requiring any Tenant of the Dwelling Unit to sign and/or deliver any documentation other than documentation referred to in this Declaration or attached hereto.

Section 1.04. Leases. Each Tenant's lease shall contain any and all clauses and terms required under the Restrictions.

ARTICLE II**DEFINITIONS**

The following terms shall have the following meanings unless the context in which same is utilized clearly indicates otherwise:

"Administrator" shall mean and refer to the entity or entities implementing, administering, managing and monitoring rental affordability controls on the Dwelling Unit, and any successors or assigns of such entity or entities. As of the date of recordation of this Declaration, Administrator shall mean and refer to the Declarant. However, if required by applicable law or to comply with the rules and regulations of the New Jersey Council on Affordable Housing, the Administrator may be changed by the Township.

"Breach" or **"Default"** shall mean and refer to violation of any of the Restrictions.

"Certified Tenant" shall mean and refer to a Household certified by the Declarant as a Person who is a senior citizen of low income who is eligible to rent, occupy or use the Dwelling Unit in accordance with applicable Restrictions.

"Council" shall mean and refer to the New Jersey Council on Affordable Housing, its successors and assigns.

"Declarant" shall mean and refer to Cooperative Housing Corporation, its successors, successors in title, assigns and affiliates.

"Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for the Shared Housing Project.

"Dwelling Unit" shall mean and refer to the senior citizen shared housing dwelling unit known as the Warren Township Senior Citizen Shared Housing Project, located in the Township of Warren, County of Somerset, State of New Jersey, said property being more particularly described in Exhibit A attached hereto.

"Household" shall mean and refer to the Person(s) occupying or to occupy the Dwelling Unit.

"Maximum Rent" shall mean and refer to the amount calculated by the Declarant as the maximum rent a household may be charged to occupy the Dwelling Unit in accordance with applicable Restrictions.

"Person" shall mean and refer to a natural individual.

"Primary Residence" shall mean the housing where a Certified Tenant maintains continuing residence for no less than nine (9) months of a calendar year (or other period established under applicable Restrictions).

"Rental" shall mean and refer to each and every lease agreement between a Tenant and Declarant.

"Restrictions" shall mean and refer collectively to (1) the covenants, conditions and restrictions contained in this Declaration, and any and all amendments and supplements to this

Declaration; (2) the rental controls and restrictions of the Fair Housing Act, and any and all amendments, supplements and rules related thereto; (3) the rules of the New Jersey Council on Affordable Housing, and any and all amendments and supplements thereto; (4) the Township Housing Element and Fair Share Plan, and any and all amendments and supplements thereto; (5) Section 16-6 (Affordable Housing Unit Regulations) of Chapter XVI (Zoning) of The General Ordinances of the Township of Warren, and any and all amendments, supplements and ordinances related thereto; (6) applicable rules and regulations of the Warren Township Affordable Housing Agency, if any, and any and all amendments and supplements thereto; (7) any and all disclosure statements, agreements and other documents of record or documents to be recorded containing rental affordability controls applicable to the Dwelling Unit, and any and all amendments and supplements thereto; and (8) any and all related and applicable opinions, statutes, approvals, rules or regulations of any court, legislature or government entity or agency having jurisdiction over the Dwelling Unit, and any and all amendments and supplements thereto.

"Tenant" shall mean and refer to person occupying or to occupy the Dwelling Unit pursuant to lease agreement.

"Township" shall mean and refer to Warren Township, Somerset County, New Jersey.

Unless the context clearly, indicates otherwise, all definitions set forth in the rules and regulations of the Council are incorporated herein by reference and the definitions set forth above shall be used in conjunction therewith.

ARTICLE III

DURATION OF RESTRICTIONS; TERM OF DECLARATION

Section 3.01. Commencement of Restrictions. The Restrictions shall be effective against the Dwelling Unit from the earliest of (1) the date the Dwelling Unit is first occupied, or (2) the date the Dwelling Unit has received a permanent certificate of occupancy, or as otherwise provided under applicable Restrictions.

Section 3.02. Termination of Restrictions. The Restrictions shall terminate against the Dwelling Unit upon the date when the Dwelling Unit first becomes vacant after thirty (30) years from the commencement date established in Section 3.01, or as otherwise provided under applicable Restrictions.

Section 3.03. Term of Declaration. This Declaration shall take effect upon its recordation in the Office of the Somerset County Clerk and shall automatically expire and be of no further force and effect upon the date the Restrictions no longer are in effect on the Dwelling Unit.

ARTICLE IV

RENTAL RESTRICTIONS

Section 4.01. Maximum Rent. The Dwelling Unit shall be rented to a Tenant for a charge equal to or less than the Maximum Rent. The Dwelling Unit may not be rented to a Tenant for more than the Maximum Rent except as provided under applicable Restrictions. The Restrictions may provide that the Maximum Rent charged a Tenant shall be adjusted annually by the Declarant.

Section 4.02. Restriction of Rental to Certified Tenants. Except as otherwise provided under applicable Restrictions, Rental of the Dwelling Unit shall only be to Certified Tenants.

Section 4.03. Restrictions on Renting, Leasing, Subleasing. The Dwelling Unit shall not be leased, rented, sublet or otherwise occupied without a written lease.

ARTICLE V

ADDITIONAL RESTRICTIONS

Section 5.01. Additional Restrictions.

- A. Primary Residence. The Dwelling Unit shall at all times be the Primary Residence of the Tenant. The Dwelling Unit shall not be used by the Tenant as a place of business of the Tenant or any other person.
- B. Improvements. All home improvements made to the Dwelling Unit shall be at the Declarant's and/or the Tenant's expense. Expenditures for any alteration that allows the

Dwelling Unit to be rented to a larger Household size because of increased capacity for occupancy may be taken into account in calculating the Maximum Rent.

C. **Repairs.** The Declarant and Tenants of the Dwelling Unit shall keep the Dwelling Unit in good repair, neither damaging nor abandoning the Dwelling Unit.

D. **Lawful Use.** The Declarant and Tenants of the Dwelling Unit shall use the Dwelling Unit in compliance with all laws, ordinances, rules, regulations and other requirements of any governmental authority.

E. **Bona Fide Transactions.** Except as expressly provided under applicable Restrictions, the Dwelling Unit may be rented only in a bona fide arm's length transaction made for valuable consideration and in accordance with all applicable Restrictions.

Section 5.02. Compliance with Rules and Regulations. The Tenants of the Dwelling Unit shall comply with all of the terms and conditions of any and all rules and regulations of the Shared Housing Project promulgated or to be promulgated by the Declarant, as the same may be amended and supplemented from time to time. Any and all rules and regulations of the Shared Housing Project, as they may be amended and supplemented, to the extent that they are consistent with and do not conflict with the Restrictions set forth

herein, are incorporated by reference in this Declaration and made a part of this Declaration.

ARTICLE VI

BREACH OR DEFAULT AND REMEDIES

The Township shall have the right to enforce any and all of the covenants, conditions and restrictions of this Declaration. In the event of a threatened Breach or Default, the Township shall have all remedies provided at law or equity and under applicable Restrictions. Upon the occurrence of a Breach or Default, the Township shall have all remedies provided at law or equity and under applicable Restrictions.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Waiver. The Township shall have the right to waive any of the covenants, conditions and restrictions of this Declaration. Any such waiver shall not operate as a waiver of any other of the covenants, conditions and restrictions of this Declaration. Any lack of enforcement of any of the covenants, conditions and restrictions of this Declaration shall not operate as a waiver of such covenant, condition or restriction, except as expressly acknowledged in writing by the Declarant and the Township.

Section 7.02. Construction. The provisions of this Declaration shall be construed in accordance with their intent to

promote the objectives as set forth in the RECITALS and DECLARATION provisions of this Declaration. All captions and headings in this Declaration are for purposes of reference only and shall not affect the interpretations or construction of any provision of this Declaration.

Section 7.03. Severability. The invalidity or partial invalidity of any provision of this Declaration shall not affect the validity or enforceability of any other provision of this Declaration.

Section 7.04. Controlling Law. The provisions of this Declaration shall be governed by the law of the State of New Jersey.

Section 7.05. Amendment. This Declaration shall not be amended or supplemented without the approval of the Township. Any and all amendments and supplements to this Declaration shall be in writing and shall be effective upon recordation.

VIII

FUTURE CONSTRUCTION

The Township of Warren Planning Board granted site plan approval for the construction of two (2) buildings each with five (5) Dwelling Units. The Declarant may build the Dwelling Units in two (2) stages. However, the Declarant intends that this Declaration apply to any structure built on the property described

in Exhibit A without further action of the Declarant, Council or Township.

IX

COMPLIANCE WITH COUNCIL REQUIREMENTS

It is the intent of this Declaration to be in compliance with all rules and regulations of the Council and to ensure that the Township receives affordable housing credits from the Council now or in the future. Therefore, to that end, the Declarant shall cooperate with the Council and Township to achieve compliance with the Council's rules and regulations to ensure that the Township receives affordable housing credits from the Council now or in the future for the Shared Housing Project, including but not limited to, amending this Declaration.

X

ANNUAL REPORTS

The Declarant shall file an annual report with the Township no later than February 1 of each year. That annual report shall be in a form acceptable to the Township. Additionally, the Shared Housing Project may be audited by the Township in its sole discretion.

IN WITNESS WHEREOF, Declarant has executed this Declaration
the day and year first above written.

ATTEST:

COOPERATIVE HOUSING CORPORATION
A New Jersey Non-Profit Corporation

Shirley A. Yannich
Shirley A. Yannich, Secretary

By: Donald E. Hallisey
DONALD E. HALLISEY, President

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF HOUSING AND COMMUNITY RESOURCES
HOUSING AFFORDABILITY SERVICE

DISCLOSURE STATEMENT FOR AFFORDABLE RENTAL UNITS

The residential unit for which you have applied has been designated as an affordable housing unit pursuant to the Fair Housing Act (P.L. 1985, Chapter 222). Affordable housing units are restricted by an Agreement, signed by the building's landlord, that constitutes a covenant running with the land and is known as the Affordable Housing Agreement.

THE FOLLOWING IS A BRIEF SUMMARY OF TENANCY RESTRICTIONS:

1. Tenancy of an affordable housing unit is restricted to households whose total gross annual income is measured at less than 80% of an approved median income guide established by household size and geographic region and authorized for use by the Council on Affordable Housing.

2. Affordable housing rental units shall be utilized as the primary residence of the tenant. Units shall not be subleased. Primary residence is defined as a unit wherein a household maintains continuing residence for no less than nine months of each calendar year.

I/We by the signature(s) below authorize the Housing Affordability Service to obtain credit information for the purpose of determining eligibility for referral to affordable housing under the rules established by the N.J. Housing and Mortgage Finance Agency, the N.J. Department of Community Affairs, the Council on Affordable Housing and the Fair Housing Act of New Jersey (P.L. 1985 Chapter 22). I/We further authorize the Department to provide this information, if requested, to landlords to whom I/we have been referred for affordable housing purposes. In addition, I/we authorize any landlord who signs a lease with me/us for my/our occupancy of an affordable unit to forward copies of my/our application documents to HAS at N.J. Department of Community Affairs if requested.

I/We have read the contents of this Disclosure Statement and understand the significance of its terms.

Renter Co-Renter

Date Date

6/00

Exhibit B BK 234 1 PG 760

176

12P 318 DA

R:R

MAURO, SAVO, CAMERINO & GRANT
77 North Bridge Street
PO Box 1277
Somerville NJ 08876

(Revised December 27, 2000)

Prepared By:

Albert E. Cruz
Albert E. Cruz, Esq.

DEVELOPER'S AGREEMENT

THIS AGREEMENT, made on this 15th day of February , 2001

between

• THE TOWNSHIP OF WARREN, a Municipal Corporation of the County of Somerset, State of New Jersey, having its principal offices at 46 Mountain Boulevard, Warren, New Jersey, hereinafter called the "Township,"

and

• COOPERATIVE HOUSING CORPORATION, a New Jersey non-profit corporation, having its principal offices at 75-77 North Bridge Street, Somerville, New Jersey, hereinafter called the "Developer":

WHEREAS, minor subdivision and preliminary and final site plan approval was granted by the Township Planning Board on April 10, 2000, application #99-43, for construction of a senior citizen shared housing project on a part of Lot 22, Block 114, Warren, New Jersey ("Project"); and

WHEREAS, the approved plans for the Project are designated as three (3) sheets prepared by Michael J. Amorosa, P.E., and Daniel J. Ciesla, L.S., dated September 25, 1997, with a latest revision of February 1, 2000; and

A0095647.wpd

RECORDED IN DEED

BK 234 | PG 771

REC FEB/28/2001 09:32AM 007127

SOMERSET COUNTY CLERK OLA 10:00

WHEREAS, the approval for the Project was granted subject to, among other things, the execution of an agreement between the Township and the Developer of the Project and other conditions as more fully set forth in the resolution of the Planning Board; and

WHEREAS, the Township Planning Board granted site plan approval for the construction of two (2) buildings as part of the Project, with each building containing five (5) dwelling units; and

WHEREAS, the Developer may build the Project in two (2) stages of five (5) dwelling units each; and

WHEREAS, the Developer intends that this Agreement apply to the entire Project without further action of the Developer or the Township; and

WHEREAS, the Township agreed to transfer the property for the Project to the Developer for nominal consideration who shall, among other things, initially construct, operate and maintain a shared housing dwelling containing five (5) housing units for rental to senior citizens of low income; and

WHEREAS, said property has heretofore been transferred by the Township to the Developer, said transfer being expressly conditioned upon, among other things, the inclusion of a reverter clause in the Deed of transfer pursuant to which the property shall revert to the Township, without any need of entry or re-entry by the Township, in the event that the property ceases to be used for providing shared housing to senior citizens of low income (as

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defined under the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., as may be amended in the future), the terms and conditions of this Developer's Agreement, the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for the Warren Township Senior Citizen Shared Housing Project Warren Ridge II by the Developer, as Declarant, and the terms and conditions of any other disclosure statements, agreements or other documents containing rental affordability controls applicable to the Project to be recorded to encumber the property by the Developer as the owner thereof.

NOW, THEREFORE, in consideration of the foregoing and the sum of One (\$1.00) Dollar lawful money of the United States of America, each to the other in hand paid, at or before the signing of this agreement, the receipt whereof is hereby acknowledged by each party, and in consideration of the mutual covenants, agreements, conditions, understandings and undertakings hereinafter contained and set forth, the parties hereto hereby agree as follows:

1. The Developer agrees to construct a shared housing dwelling containing five (5) housing units for rental to senior citizens of low income on the subject property and to operate and maintain the same for the applicable thirty (30) year period.

2. The Township shall, in light of the nature of the Project, waive any Performance Bond, Cash Escrow and Inspection

Fees as would normally be required of a developer under the Township's Land Development Ordinance. Construction permit fees shall not be waived by the Township.

3. The Developer shall cause to be installed, at its own expense, a house connection to the curb of the property upon which the Project is located, if required, and a sewer line, leading through and within said Project and shall maintain the same until the said lines are accepted by the Township. The Township shall assist the Developer in obtaining any sewer construction permit for the Project, at Developer's cost.

4. The Developer further covenants and agrees that all buildings erected by it on the said tract, to which this Agreement applies by reference, shall be constructed and equipped strictly in accordance with the provisions of all ordinances, resolutions, rules and regulations of the Township, the Planning Board, the Board of Health and any State, Municipal or County Department or Agency, relating to the construction and equipment of buildings.

5. The Developer agrees to keep any streets, whether Township streets or streets under construction, used by trucks or equipment of the Developer or his agents, broom clean and also agrees to use every effort to lay approved material to prevent dust from blowing on other houses in the Township during excavation and construction of the Project. Should the Developer fail or neglect

to do either as stated in this paragraph, upon twenty-four (24) hours written notice from the Township Engineer, informing it of failure to do so, and then further neglects, the Township may perform such work and Developer agrees to reimburse the Township for same. This paragraph is not intended to relieve the Developer of duties or obligations under any existing municipal ordinance, but is rather intended to provide an additional remedy to the Township and to permit the Township to recover the costs of such corrective work. Any developer permitting dirt, dust, debris, mud, rock or similar material to accumulate to remain upon any Township street shall remain subject to a citation returnable in municipal court for violation of appropriate municipal ordinances.

6. The Planning Board and Township Committee agree to approve, when requested to do so, any necessary maps or Deeds for the purpose of filing in the Somerset County Clerk's Office, provided that the Developer shall comply with all the requirements and provisions of this Agreement and applicable ordinances and statutes and the conditions of any approvals by the Planning Board.

7. The Developer shall provide, for the use of all persons employed in the construction of all of the aforesaid improvements, easily accessible water closets and portable toilets. Such toilet facilities shall be installed within twenty-four (24) hours of the time work has been commenced, and its use shall be terminated upon approval of the Board of Health within twenty-four (24) hours of

the time work has been completed. The Developer may, in writing, request relief from this requirement from the Township Engineering Department. The Township Engineering Department may, in its sole discretion, conditionally waive this requirement.

8. The Township agrees to authorize and direct the Construction Official of the Township of Warren to issue a building permit or permits for the erection of the Project as shown on the approved site plan upon the compliance by the Developer with all the terms and conditions herein contained and contained in the terms of preliminary and final site plan approval, including applicable ordinances, rules and regulations.

9. It is further agreed between the parties hereto that the final approval by the Township of storm and sanitary sewers and connections and drainage easements, roadways and other public improvements shall constitute a dedication thereof to public use if so provided in the resolution of the Planning Board and that the ownership and title thereto is thereafter vested in the Township, and is to be conveyed by deed or other recorded instrument to the Township.

10. In event that the Developer transfers title to said tract to the name of any individual or corporation, said new owner shall have the rights and obligations afforded by this Agreement, subject to the rights and obligations imposed on the Developer by this Agreement and the terms of its preliminary and final subdivision or

site plan approval. It is understood and agreed that as part of the transfer of title, the grantee must agree to be bound by all of the terms and considerations of this Agreement.

11. It is further understood and agreed between the parties hereto as follows:

a. The Developer will comply with the Revised General Ordinances, "Township of Warren," and all other applicable ordinances.

b. Developer agrees to place all utilities underground.

c. Connections to existing sanitary sewers shall be plugged at the start of construction and shall not be opened until the line has passed a leakage test and has been inspected and approved by the Sewerage Authority Engineer or his authorized agent.

d. No construction vehicles and equipment shall utilize or park on existing Township streets.

e. Blasting associated with the construction of the development shall be allowed only between 8:00 a.m. and 3:30 p.m. Monday through Friday.

12. Drainage and grading shall be as follows:

a. Water from leader drains, driveway sumps and basement sump pumps shall be piped away from the building.

b. The Developer will insure that all lots and other areas in said development will be properly graded and properly drained and will in this regard obey all reasonable instructions of the Township Engineer relating thereto.

c. The Developer shall also see to it that no stumps, dead trees or debris are deposited upon or be permitted to remain upon any portions of the Project or upon the undeveloped portion, nor shall any stumps, dead trees or debris be deposited below the surface of the earth.

d. In the event that any drainage problem shall be created on adjoining properties by development of this property, corrective measures shall be provided within the area limits of the property, at such places and in such manner as the Township Engineer may approve.

e. The Developer will remove silt deposited in the Township's storm sewers, brooks and catch basins or other drainage areas, resulting from the wash down of soil or debris in the course of the construction. Any reasonable instructions given by the Township Engineer to prevent such wash down shall be promptly carried out.

13. That within the lesser of two (2) years from the date of this Agreement, or such other period of time as imposed by any of the rental affordability controls applicable to the Project, the Developer shall complete to the satisfaction of the Township's Engineer and the Township Committee all improvements as required by the Planning Board, the Township Engineer and as imposed by this Agreement.

14. That the Developer shall:

a. Appoint a job superintendent, whose name, home address and telephone number shall be furnished to the Township Engineer.

b. No work shall be performed on the site by the Developer, his agents, employees, servants or sub-contractors between the hours of 6:00 p.m. and 7:00 a.m. Monday through Saturday and all day Sunday.

15. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties and endorsed thereon. Nothing herein shall be deemed a waiver of other existing municipal construction requirements or any conditions contained in the Resolution of Approval.

16. That this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

17. It is understood and agreed that the obligations imposed upon the Developer under the within agreement shall not constitute an estoppel against the Township of Warren Planning Board or the Township Committee, nor relieve the Developer from complying with all other federal, state, county, and local requirements.

18. Prior to the commencement of site work, the Developer shall meet with the Township Engineer for a pro-construction conference to discuss the anticipated construction schedule, procedures of construction, and any particular requirements of the Engineer.

19. The Township, its consultants, employees and agents shall be given free access to observe construction of roads, sanitary sewers, water mains, storm sewers, landscaping for buffer areas and appurtenances associates with the approved plat. The purpose of such observations shall be limited to providing the Township with an opportunity to determine that such improvements will be constructed in accordance with the Developer's approved submittals. The Township or its representatives, consultants, employees or agents shall not supervise, direct or have control over the Developer's work during such observations or as a result thereof, nor shall they have authority over or responsibility for the means,

methods, techniques, sequences or procedures of construction selected by the Developer, for safety precautions and programs incident to the work of the Developer or for any failure of the Developer to comply with applicable laws, rules, regulations, ordinances, codes or orders.

20. The Developer shall hold harmless, indemnify and defend the Township, its representatives, consultants, employees and agents from any and all liabilities, claims, losses or damage arising or alleged to arise from the construction of the improvements by the Developer included in the relevant approval, but not including such liabilities, claims, losses or damage arising from the sole negligence of the Township, its representatives, consultants, employees and agents. The Developer shall purchase and maintain during construction of said improvements a Comprehensive General Liability Insurance Policy with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. The coverage shall include endorsements for Broad Form Property Damage; explosion, collapse, and underground hazards; completed operations; and contractual liability. The contractual liability coverage shall specifically apply to the above indemnification clause. All liability coverages shall be on an occurrence basis.

21. Certificates of Insurance evidencing the above referenced coverage shall be provided to the Township before work on the improvements begins.

22. The Developer shall be solely responsible for payment of any and all fees required by the Affordable Housing Management Service within the New Jersey Department of Community Affairs ("AHMS") in order to perform its services relating to the Project as described herein.

23. The Developer agrees to pay any applicable sewer connection fees.

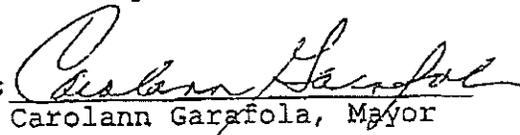
24. Notwithstanding that this Project may be constructed in two (2) stages, this Agreement applies to the construction of the entire Project.

IN WITNESS WHEREOF, the Township and Developer have caused these presents to be signed and attested by their respective corporate officers and their respective corporate seals to be affixed hereto the day and year first above written.

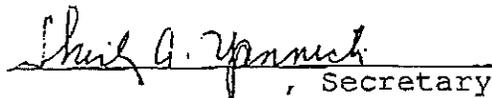
Attest:


Patricia A. DiRocco, Clerk

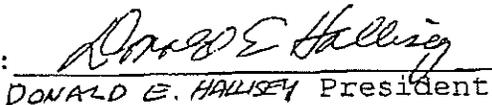
• Township of Warren

By: 
Carolann Garafola, Mayor

Attest:


Shirl G. Yonnick, Secretary

• Cooperative Housing Corporation

By: 
DONALD E. HALLISEY President

STATE OF NEW JERSEY }
 } ss:
 COUNTY OF SOMERSET }

I certify that on this 15 day of February __, 2001, Patricia A. DiRocco personally came before me, and this person acknowledged under oath, to my satisfaction, that:

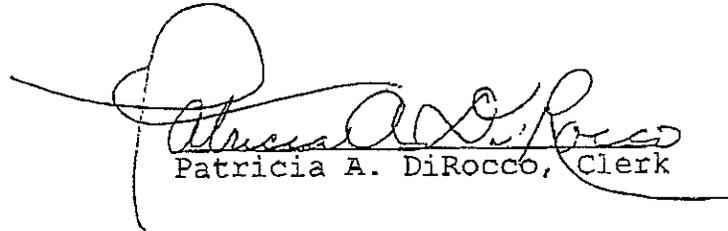
(a) she is the Clerk of the Township of Warren, the municipal corporation named in this document;

(b) she is the attesting witness to the signing of this document by Carolann Garafola, the Mayor of the municipal corporation;

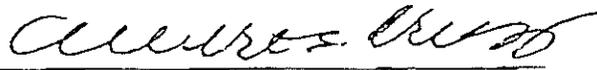
(c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Warren Township Committee;

(d) she knows the proper seal of the municipal corporation which was affixed to this document; and

(e) she signed this proof to attest to the truth of these facts.


 Patricia A. DiRocco, Clerk

Sworn and subscribed before me this 15 day of February, 2001.


 ALBERT E. CRUZ
 Attorney at Law Of New Jersey

Deed

This Deed is made on **October 21, 2005**
BETWEEN
COOPERATIVE HOUSING CORPORATION, INC.



a corporation of the state of **New Jersey**
having its principal office at
62 East High Street, Somerville, New Jersey 08876

BRETT A. RUDI COUNTY CLERK
SOMERSET COUNTY, NJ
2005 OCT 26 01:48:19 PM
BK:5818 PG:384-389
INSTRUMENT # 2005080704

referred to as the Grantor,
AND
COOPERATIVE HOUSING CORPORATION, INC.

whose post office address is
62 East High Street, Somerville, New Jersey 08876

referred to as the Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

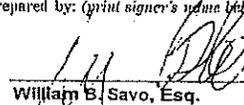
1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of \$ **\$1.00**
One Dollars and No Cents
The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of **Somerset**
Block No. **114** Lot No. **22-1** Qualifier No. Account No.
 No lot and block or account number is available on the date of this Deed. (Check box if applicable.)

3. Property. The Property consists of the land and all the buildings and structures on the land in the **Township** of **Warren** County of **Somerset** and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable.)

The purpose of this Deed is to confirm a subdivision granted by the Warren Township Planning Board for a minor subdivision on September 22, 2003.

Prepared by: <i>(print signer's name below signature)</i>  _____ William B. Savo, Esq.	(For Recorder's Use Only)
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------

Description of part of Lot 22.01, Block 114 in the Township of Warren, County of Somerset, New Jersey.

Being designated as Lot 22.02, in Block 114 as shown on a certain map, or revisions thereof that may occur from time to time, entitled "Subdivision and Site Plan, Block 114, Lot 22.01 Situated in the Township of Warren, Somerset County, New Jersey, Michael J. Amorosa, County Engineer, Dated October 16, 2003, Scale as Shown", said map now on file in the Somerset County Engineer's Office, and being more particularly described as follows;

Beginning at the intersection of the westerly sideline of Stirling Road (County Route No. 653, 50' wide), with the southerly sideline of Lindbergh Avenue (50' wide); and runs thence,

1. Along the westerly sideline of Stirling Road (County Route No. 653), S 06°56'24" E, 131.26' to a an existing monument (found); thence,
 2. Continuing along the westerly sideline of Stirling Road (County Route No. 653), S 04°15'24" E, 68.81'; thence,
 3. Through Lot 22, in Block 114 as shown on the current Tax Map of the Township of Warren, S 83°03'36" W, 141.78'; thence,
 4. Along Lot 22.01, in Block 114 as shown on the current Tax Map of the Township of Warren, N 06°56'24" W, 200.00', to the southerly sideline of Lindbergh Avenue (50' wide); thence,
 5. Along the southerly sideline of Lindbergh Avenue (50' wide), N 83°03'36" E, 145.00;
- TO THE POINT AND PLACE OF BEGINNING.

Containing 48,889 square feet of land, be the same more or less.

SUBJECT TO easements recorded or unrecorded, if any.

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended by through Chapter 66, P.L. 2004)

To be recorded with deed pursuant to Chapter 49, P.L. 1968 as amended by Chapter 308, P.L. 1991 (N.J.S.A. 46:15 et seq.)

STATE OF NEW JERSEY

COUNTY OF SOMERSET } SS.

FOR RECORDER'S USE ONLY	
Consideration \$	<u>less than \$100</u>
RTP paid by seller \$	<u>exempt</u> *
Date	<u>10-25-05</u> By <u>[Signature]</u>

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions # 3, 4 and 5 attached)

Deponent, William B. Savo, being duly sworn according to law upon his/her oath deposes and says that he/she is the Legal Representative in a deed dated Oct. 21, 2005
(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)
 transferring real property identified as Block No. 114 Lot No. 22-1
 located at Lindberg Avenue, Warren Twp., Somerset County, NJ and annexed hereto.
(Street Address, Municipality, County)

(2) CONSIDERATION (See Instruction # 6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$1.00

(3) FULL EXEMPTION FROM FEE

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). Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient. {a} for consideration less than \$100.00

(4) PARTIAL EXEMPTION FROM FEE

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. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the State portion of the Basic fee 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 (See Instruction #8)

- | | |
|-------------------------------------------------------------------|----------------------------------------------------------------------------|
| <input type="checkbox"/> Grantor(s) 62 years of age or over.* | <input type="checkbox"/> Owned and occupied by grantor(s) at time of sale. |
| <input type="checkbox"/> One- or two-family residential premises. | <input type="checkbox"/> Owners as joint tenants must all qualify. |
| <input type="checkbox"/> Resident of the State of New Jersey. | |

B. BLIND (See Instruction #8)

- Grantor(s) legally blind.*
- One- or two-family residential premises.
- Owned and occupied by grantor(s) at time of sale.
- Owners as joint tenants must all qualify.
- Resident of the State of New Jersey.

DISABLED (See Instruction #8)

- Grantor(s) permanently and totally disabled.*
- Receiving disability payments.*
- Not gainfully employed.*
- One- or two-family residential premises.
- Owned and occupied by grantor(s) at time of sale.
- Owners as joint tenants must all qualify.
- Resident of the State of New Jersey.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY

C. LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- | | |
|-----------------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Affordable According to HUD Standards. | <input type="checkbox"/> Reserved for Occupancy. |
| <input type="checkbox"/> Meets Income Requirements of Region. | <input type="checkbox"/> Subject to Resale Controls. |

(5) NEW CONSTRUCTION (See Instruction #9) - Affidavit must be executed by Grantor

- | | |
|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Entirely new improvement. | <input type="checkbox"/> Not previously occupied. |
| <input type="checkbox"/> Not previously used for any purpose. | <input type="checkbox"/> "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed. |

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968, as amended through c. 66, P.L. 2004.

Subscribed and sworn to before me this 21st day of October, 2005

[Signature]
Notary Public

[Signature]
Signature of Deponent
William B. Savo
77 North Bridge Street
Somerville, NJ 08876
Address of Deponent

Cooperative Housing Corporation
Name of Grantor
62 East High Street
Somerville, NJ 08876
Address of Grantor at Time of Sale

ANDREA DALRYMPLE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 13, 2007

William B. Savo
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY	
Instrument Number	County <u>Somerset</u>
Deed Number	Book _____ Page _____
Deed Dated	Date Recorded <u>10-25-05</u>

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ATTACHED. This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
 (C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (If Multiple Sellers, Each Seller Must Complete a Certification):Name(s) Cooperative Housing CorporationStreet Address: 62 East High Street, Somerville, New JerseyCity, Town, PO Box 62 East High Street, Somerville, NJ Zip Code 08876Home Phone _____ Business Phone (908) 526-8130**PROPERTY INFORMATION (Brief Property Description):**Block(s) 114 Lot(s) 22-1 Qualifier _____Street Address: Lindberg AvenueCity, Town Post Office Warren NJ Zip Code _____Seller's Percentage of Ownership 100% Consideration \$1.00 Closing Date 10/21/05**SELLER ASSURANCE (CHECK THE Appropriate Box):**

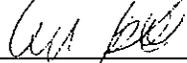
1. I am a resident tax payer of the State of New Jersey pursuant to N.J.S.A.54A:1-1 et seq and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my 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 mortgage 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 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.
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 interstate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

Date Oct. 21, 2005

Cooperative Housing Corporation, Inc.

By: William B. Savo, Vice President

This is to confirm a subdivision granted by the Warren Township Planning Board for a minor subdivision of Lot 22.01, Block 114, all as shown on a certain plan entitled, "Subdivision and Site Plan, Block 114, Lot 22-1, situated in the Township of Warren, Somerset County, New Jersey", prepared by Somerset County Engineering Department, Somerville, NJ, dated October 16, 2003.

The within deed is approved as to form.

[Signature]
Chairman, Warren Township Planning Board
PETER VILLAN
[Signature]
Secretary, Warren Township Planning Board
VICKY L. GREEN

The street address of the Property is:

4. 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).

5. Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. (Print name below each signature.)

Witnessed or Attested by: COOPERATIVE HOUSING CORPORATION INC.

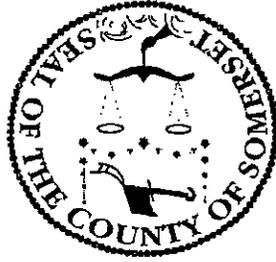
[Signature]
Stephen Johnson, Treasurer
By: [Signature]
Donald E. Hallisey, President

STATE OF NEW JERSEY, COUNTY OF SOMERSET
I CERTIFY that on October 21, 2005 SS:

Donald E. Hallisey and Stephen Johnson 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 Deed;
(b) was authorized to and did execute this Deed as President and Treasurer of Cooperative Housing Corporation, Inc. the entity named in this Deed; and
(c) executed this Deed as the act of the entity.

RECORD AND RETURN TO:
William B. Savo, Esq.
Mauro, Savo, Camerino & Grant
77 North Bridge Street
Somerville, New Jersey 08876

[Signature]
ANDREA DALRYMPLE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 13, 2007



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 10/25/2005 01:40:19 PM
Book: OPR 5818 Page: 364-369
Instrument No.: 2005080704
DEEDTRNS 6 PGS \$80.00

DEED TRANSFER-NO CON: \$80.00

Recorder: GUYETTE

DO NOT DISCARD



2005080704

Planning Board
Township of Warren, New Jersey
Resolution PB 10-04

WHEREAS, COOPERATIVE HOUSING CORPORATION, Owner/Applicant, has applied to the Planning Board of the Township of Warren for Preliminary and Final Site Plan Approval (with variances), Case # PB 10-04, for premises known as Block 114, Lots 22.01 and 22.02, also known as 2 and 4 Lindbergh Avenue, and

WHEREAS, the matter was heard and considered at a public hearing held on August 23, 2010, at which time the Board rendered its decision, and this resolution is intended to memorialize the same in accordance with N.J.S.A. 40:55D-10(g) (2); and

WHEREAS, the Board, having considered the evidence presented by the Applicant, the arguments of its counsel, the plans and application on file and the reports of its consultants, makes the following findings of fact:

1) Applicant seeks Preliminary and Final Site Plan Approval with variances from the requirements of the Zoning Ordinance in accordance with a site plan entitled, "Preliminary Site Plan Showing Building Additions for Lots 22.01 and 22.02 in Block 114, Situated in the Township of Warren, Somerset County, New Jersey," dated June 30, 2010, as prepared by Somerset County Engineering Department.

2) The Board considered *inter alia* memoranda from the Township Engineer dated August 3, 2010, from the Township Planning Consultant dated August 3, 2010, from the Traffic Safety Officer, dated August 3, 2010, from the Township Fire Department, dated July 28, 2010, from the Township Sewerage Authority, dated July 27, 2010, from the Township Health Department, dated August 3, 2010, and a letter from the Somerset County Planning Board, dated August 11, 2010.

3) Marymae Henley, Assistant Director, testified on behalf of applicant that the property, located in the R-10 (AH/MF) Zone, is owned and operated by Cooperative Housing Corporation, a non-profit corporation that provides affordable housing for seniors age 62 and above. John Cilo, P.E. and P.P., testified that the proposed construction would provide additional affordable housing to senior citizens with the addition of 10 senior housing units in the shared living model. Five senior housing units are proposed for 2 Lindbergh Avenue and an additional five senior housing units are proposed for 4 Lindbergh Avenue. Construction on Block 114, Lot 22.01, also known as 4 Lindbergh (the interior lot), will bring the percentage of lot coverage by building to 28%, where a maximum 25% lot coverage by building is allowed. The proposed construction would create 37% impervious lot coverage where zoning allows 35% impervious coverage by all buildings and pavement. The property at 2 Lindbergh Avenue, Block 114, Lot 22.02 (the corner lot) falls within lot coverage by building and total impervious lot coverage.

The Township Planner testified that large vacant wooded areas are located on two sides of Lots 22.01 and 22.02, where nothing can be built. When viewed as a whole, the two lots will appear to be zoning compliance. According to the zone data provided, the combined lot coverage and lot impervious coverage is not excessive. If the two lots were combined, no variances would be required.

- 4) The following exhibits were marked into evidence:
- A-1 Colorized Version, Sheet 1 of 2
 - A-2 Main Level Floor Plans
 - A-3 Finished Basement Plans
 - A-4 Color Photographs
 - A-5 Exterior Elevations

5) In order for this Board to grant what is commonly called a "c(1)" or hardship variance, the core question presented is whether there has been a showing of (1) peculiar and exceptional practical difficulties to, or (2) exceptional and undue hardship upon applicant arising out of (a) the exceptional narrowness, shallowness or shape of a specific piece of property, or (b) by reason of exceptional topographic conditions or physical features uniquely affecting a specific piece of property, or (c) by reason of an extraordinary and exceptional situation uniquely affecting a specific piece of property or the structures lawfully existing thereon. In all cases the alleged hardships must relate to a specific piece of property. Alternatively, to grant what is commonly called a "c(2)" variance, what must be shown is that the application (1) relates to a specific piece of property, (2) that the purposes of the Municipal Land Use Law would be advanced by a deviation from the zoning ordinance requirement, (3) that the variance can be granted without substantial detriment to the public good, (4) that benefits of deviation would substantially outweigh any detriment and (5) that the variance will not substantially impair the intent and purpose of zone plan and zoning ordinance. No c (2) variance can be granted when merely the purposes of the owner will be advanced; the approval must benefit the community in that it represents a better zoning alternative for the property. The focus of a c (2) variance is not on the characteristics of the land that create a hardship on the owner warranting a relaxation of the standards, but on the characteristics of the land that present an opportunity for improved zoning and planning that will benefit the community. In all cases, the burden of proving the right to the relief sought in the application rests at all times upon the applicant. Applicant's burden of proof includes both the positive and negative criteria.

The provision of sufficient affordable housing is one of the goals of the Township's master plan and zoning ordinance. This project, which doubles the amount of space for

senior affordable housing, serves to advance that goal with little if any negative impact on the zone plan or ordinance. When viewed as a whole (the two lots serve the same purpose and contain and will continue to contain near identical one story residential-type housing), the project will be zoning compliant., Only because the two lots are different in size are variances necessary for Lot 22.01. Overall, the two lots are significantly larger than the required 10,000 sq. ft. minimum lot area. Moreover, this corner lot is bordered along Stirling Road by numerous trees and on the westerly and southerly borders by heavily wooded areas that because of existing conditions can never be built upon. To the passerby, the proposed lot coverage and impervious coverage deficiencies will be imperceptible. The modest increase in density proposed is more than offset by the resultant ability to provide the additional living space and facilities necessary in a modern facility designed expressly for senior citizens.

Based upon its review of the evidence presented, the Board concludes that the proposed variances can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the zone plan and zoning ordinance. The Board is also satisfied with the application for Preliminary and Final Site Plan Approval subject to the conditions noted below, and the Board specifically approves the specifications, designs, plans and related matters as identified above and as modified by the conditions of this approval.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Warren on this 13th day of September, 2010, that the application of **COOPERATIVE HOUSING CORPORATION**, be, and the same hereby is, approved, subject, however, to the following conditions:

1) Applicant shall obtain approval or waiver if necessary from the Somerset County Planning Board, the Somerset-Union Soil Conservation District, Warren Township Sewerage Authority and Warren Township Board of Health as to the latest revised plans.

2) Applicant shall comply with items 1, 2, 3 and 4 of the Township Engineer's memorandum of August 3, 2010.

3) Applicant shall comply with all federal, state, county and township statutes, ordinances, rules, regulations and requirements affecting development in the township, county and state.

4) Applicant, its successors and assigns, shall maintain all site plan details as set forth in the final approved plans.

5) Conditions 1 and 2 shall be satisfied before plans are signed by Board officers.

ROLL CALL VOTE:

Motion	Second	Board Member	Yes	No	Abstain	Absent
		Mayor Sordillo			✓	
		Committeeman DiNardo				✓
		Mr. Gallic			✓	
		Mr. Kaufmann	✓			
		Mr. Lindner				✓
		Mr. Malanga	✓			
		Mrs. Smith	✓			
		Mr. Toth	✓			
		Mr. Carlock – Alt. #1				✓
		Mr. Freijomil – Alt. #2				✓
		Mr. Villani	✓			

Certification

The foregoing is a true copy of a resolution adopted by the Planning Board of the Township of Warren at a meeting held on September 13, 2010.

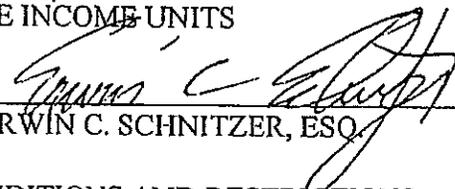

Richard Kaufmann, Secretary

STATE OF NEW JERSEY

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

AFFORDABLE HOUSING AGREEMENT
FOR LOW AND MODERATE INCOME UNITS

Prepared by:


ERWIN C. SCHNITZER, ESQ.

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This AGREEMENT is entered into on this 29th day of April 1996 between Ferruggia Associates, a Partnership, owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and Warren Township Affordable Housing Agency hereafter "AUTHORITY", which Authority is an instrumentality of The Township of Warren (referred to as the "MUNICIPALITY"), both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit described in Section II PROPERTY DESCRIPTION for a period of at least thirty years beginning on the date a Certificate of Occupancy is issued for each unit and ending at the first non-exempt transfer of title after twenty years from the date a Certificate of Occupancy is issued for each unit unless extended by municipal resolution as described in Section III TERM OF RESTRICTION.

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, C.222) hereinafter "Act", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of at least 6 years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached Exhibit A of this Agreement has (have) been designated as a low and moderate income housing as defined by the Act; and

Record and Return To:
Doris Lortie, Township Clerk
Township of Warren Municipal Building
46 Mountain Boulevard
Warren, New Jersey 07059-5695

Exhibit K1

BK2057 PG 772

WHEREAS, the purpose of this Agreement is to ensure that the described housing units (unit) remain(s) affordable to low and moderate income eligible households for that period of time described in Section III TERM OF RESTRICTION.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority for the specified period of time.

I. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by L. 1983, c.530 (C. 55:14K-1 et seq.).

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restriction on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing Unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act N.J.S.A. 52:27D-301 et seq.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former

spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary (Class A Beneficiary means any of the following: (1) a father, mother, grandparent, grandchildren, husband, or wife; (2) a child or children of a decedent, including any stepchild of a decedent or a child or children adopted by a decedent in conformity with the laws of this state, or of any of the United States or of a foreign country; (3) the issue of any child or legal adopted child of a decedent; or (4) any child to whom the decedent for not less than 10 years prior to the transfer stood in the mutually acknowledged relationship of a parent, provided the relationship began at or before the child's fifteenth birthday and was continuous for 10 years thereafter.); and, (4) Transfer of ownership by court order. All other title transfers shall be deemed non-exempt.

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or State government or any agency thereof, which is the holder and/or assigns of the First Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or that can be utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority at a non-exempt transfer of title to sell an affordable unit to a household that exceeds the income eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marketed the unit for 90 days after a Notice of intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by Council.

"Low Income Household" shall mean a Household whose total Gross Annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual

income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by the Council.

"*Owner*" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sales or rentals of any Affordable Housing unit, owner shall include the developer/owner of such Affordable Housing units. Owner shall not include any co-signer or co-borrower on any First Purchase Money Mortgage unless such co-signer or co-borrower is also a named title holder of record of such Affordable Housing unit.

"*Price Differential*" shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the index after reasonable real estate broker fees have been deducted. The unrestricted sales price shall be no less than a comparable fair market price as determined by the Authority at the time a Notice of intent to Sell has been received from the Owner.

"*Primary Residence*" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"*Purchaser*" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing unit subject to a mortgage commitment and closing.

"*Repayment*" shall mean the Owner's obligation to the municipality for payment of 95% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the Affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"*Repayment Mortgage*" shall mean the second mortgage document signed by the Owner that is given to the municipality as security for the payment due under the Repayment Note.

"*Repayment Note*" shall mean the second mortgage note signed by the Owner that requires the repayment to the municipality of 95% of the price differential which has accrued to the low or moderate income unit during the period of resale controls at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"*Resale Price*" shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the index. The resale price may also be adjusted to accommodate an approved home improvement.

"*Total Monthly Housing Costs*" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative association, real estate taxes, and fire, theft and liability insurance.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Block _____ Lot _____

Municipality Warren Township
 County Somerset # of Bedrooms _____
 Complete Street Address and Unit Number:
See Exhibit A for the Units that are to be covered by this Agreement. City Warren
 State Warren Zip 07059

If additional Affordable Housing units are to be covered by this Agreement, a description of each additional unit is attached as Exhibit A and is incorporated herein.

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of the 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.

1. Date Certificate of Occupancy is issued _____
2. Date on which closing and transfer of title takes place for initial ownership _____

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

1. At the first non-exempt sale after 10 (ten) years from the beginning date established pursuant to Paragraph A above for units located in municipalities receiving State Aid pursuant to P.L. 1978, L. 14 (N.J.S.A. 52:27D-178 et seq.) that exhibit one of the characteristics delineated in N.J.A.C. 5:92-5.3(b); or at the first non-exempt sale after 30 (thirty) years from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or
2. The date upon which the event set forth in Section IX FORECLOSURE herein shall occur.

C. The terms, restrictions and covenants of the Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C. 5:93.1 et seq. Such municipal resolution shall provide for a period of extended restriction and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit or units is/are located.

D. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the Affordable Housing unit has been released from the restrictions of this Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housing unit for sale shall not sell the unit at a Resale Price greater than an established Base Price plus the allowable percentage of increase as determined by the index applicable to the municipality in which the unit is located. However, in no event shall the approved resale price be established at a lower level than the last

recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Low and Moderate Income-Eligible Households.

C. An Owner wishing to enter a transaction that will terminate controls as specified heretofore in Section III TERM OF RESTRICTION shall be obligated to provide a Notice of intent to Sell to the Authority and the Council. An option to buy the unit at the maximum restricted sales price as calculated by the index shall be made available to the Municipality, the Department, the Agency, or a qualified non-profit organization as determined by the Council for a period of ninety (90) days from the date of delivery of the Notice of intent to Sell. The option to buy shall be by certified mail and shall be effective on the date of mailing to the Owner.

1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the Owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Note for a period of up to thirty (30) years.

2. Alternately, the Owner may also elect to sell to any purchaser at a fair market price. In this event, the Owner shall be obligated to pay the municipality 95% of the Price Differential generated at the time of closing and transfer of title of the Affordable Housing unit after restrictions have ended as specified heretofore in Section III TERM OF RESTRICTION.

3. If the Owner does not sell the unit within one (1) year of the date of delivery of the Notice of Intent to Sell, the option to buy shall be restored to the municipality and subsequently to the Department, the Agency or a Non-Profit approved by the Council. The Owner shall then be required to submit a new Notice of intent to Sell the affordable unit to the Authority.

D. The Affordable Housing unit shall be sold in accordance with all rules, regulation, and requirements duly promulgated by the Council (N.J.A.C. 5:93-1 et seq.), the intent of which is to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable Master Deed and no later than contemporaneously with filing of the unit deed for the initial sale.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or Exhibit A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTIONS of the Agreement.

C. A Repayment Mortgage and a Repayment Note shall be executed between the Owner and the municipality wherein the unit(s) is (are) located at the time of closing and transfer of title

to any purchaser of an Affordable Housing Unit. The Repayment Mortgage shall provide for the repayment of 95% of the Price Differential at the first non-exempt transfer of title after the ending date of restrictions as specified in Section III TERM OF 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 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, restriction, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT dated _____, to be recorded simultaneously herewith, and the Low, Moderate, and Median Income Housing Plan and Declaration of Covenants and other Restrictions for Mountain Boulevard Extension, Lot 5 in Block 74 for Ferruggia Associates, a Partnership dated _____, and filed in the Office of the Clerk of Somerset County in Book _____ of Deeds beginning at Page _____ on _____ and is on file with the Warren Township Clerk. This is a _____ income unit.”

Any Master Deed that includes an Affordable Housing unit shall also reference the affordable unit and the Affordable Housing Agreement and any variation in services, fees, or other terms of the Master Deed that differentiates the affordable unit from all other units covered in the Master Deed.

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of each Affordable Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors administrators and assigns for the duration of this Agreements as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units shall at all times remain the Primary Residence of the Owner. The Owner shall not rent any Affordable Housing unit to any party whether or not that party qualifies as a Low or Moderate income household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner’s expense except that expenditures for any alteration that allows a unit to be resold to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Price. Owners must obtain prior approval for such alteration from the

Authority to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same became 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 a certified household within sixty (60) days of the Notice of intent to Sell the unit or no Agreement to Purchase the unit has been executed, the Owner may propose a Contract to Purchase the unit to an income eligible household not referred through the Authority. The proposed Purchaser must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Authority for written certification as an eligible sales transaction.

H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was originally restricted (e.g. refrigerator, range, washer, dryer, dishwasher, wall to wall carpeting) shall be included in the maximum allowable Resale Price. Other items of property may be sold to the Purchaser at a reasonable price that has been approved by the Authority at the time of signing the Agreement to Purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the Base Price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Council, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The Owner and the Purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at Resale.

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), for determining that a resale transaction is qualified for a Certificate of Exemption. The Owner shall notify the Authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exempt Transaction does not

terminate the resale restrictions or existing liens and is not considered a certified sales transaction in calculating subsequent resale prices. A Certificate of Exemption shall be filed with the deed at the time of title transfer.

L. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93), for determining that a resale transaction is qualified for a Hardship Waiver. The Owner may submit a written request for a Hardship Waiver if no Certified Household has executed an agreement to purchase within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to issuing a Hardship Waiver, the Municipality shall have 30 days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a Certified Household. The Municipality may transfer this option to the Department, the Agency, or a qualified non-profit organization as determined by the Council. For approval of a Hardship Waiver, an Owner must document efforts to sell the unit to an income eligible household if the waiver is granted, the Owner may offer a low income unit to a moderate income household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be recorded with the deed at the time of closing and is only valid for the designated deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restriction stated herein.

M. The Owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

IX. FORECLOSURE

The terms and restriction of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgagee shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or any entity acting on their behalf and all subsequent purchasers, Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable Housing unit owned by such defaulting mortgagor at time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded

in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class or creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

In the event of a Foreclosure sale by the First Purchase Mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the First Money Mortgage, including the costs of Foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgagee and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defaulting mortgagor. Neither the First Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums: First Purchase Money Mortgage, prior liens, costs of Foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permitted Resale Price.

If there are Owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The First Purchase Money Mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the municipality wherein the Affordable Housing Unit is located from acquiring an affordable property prior to foreclosure sale at the approved maximum Resale price and holding, renting or conveying it to a Certified Household if such right is exercised within 90 days after the property is listed for sale and all outstanding obligations to the First Purchase Money Mortgagee are satisfied.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns, shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:

At the address of the property stated in Section II PROPERTY DESCRIPTION hereof.

To the Authority:

At the Address Stated below:

46 Mountain Boulevard
Warren, New Jersey 07059

Attention:

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local laws, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

The Owner and the Authority hereby agree that all Affordable Housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in Section III, Paragraph C, TERM OF RESTRICTION. Any such approved amendment or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not effective unless and until recorded with the County in which the Affordable Housing Units are situated. 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.

EXHIBIT A**LOW INCOME UNITS:**

One Bedroom Low Income Unit,
known as 129 Town Center Drive

MODERATE INCOME UNITS:

One Bedroom Moderate Income Unit,
known as 127 Town Center Drive

Two Bedroom Moderate Income Unit,
know as 125 Town Center Drive

EXHIBIT D

**SECOND REPAYMENT MORTGAGE
FOR LOW AND MODERATE INCOME UNITS**

STATE OF NEW JERSEY
 COUNCIL ON AFFORDABLE HOUSING
 NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

SECOND REPAYMENT MORTGAGE
 FOR LOW AND MODERATE INCOME UNITS
 Contains Deed Restrictions

*THIS MORTGAGE IS SUBORDINATE TO A FIRST PURCHASE
 MONEY MORTGAGE OR REFINANCING*

Prepared by: _____
 ERWIN C. SCHNITZER, ESQ.

This Mortgage made on _____, 19____ between _____
 (referred to as "Borrower") and Warren Township Affordable Housing Agency (referred to as
 the "Authority"), which Authority is an instrumentality of Warren Township, located at 46
 Mountain Boulevard, Warren, New Jersey 07059 (referred to as the Municipality").

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
 _____. The Borrower promises to pay the amounts due under the Note and to abide by
 all promises contained in the Note.

MORTGAGE AS SECURITY

This Mortgage is given to the Authority as security for the payment due and the
 performance of all promises under the Note. The Borrower mortgages the real estate owned by
 the Borrower described as follows (referred to as the "Property):

All of the land located in the Township of Warren County of Somerset and State of New
 Jersey, specifically described as follows:

Street Address: _____

Township: Warren Zip: 07059 Block No. _____ Lot No.: _____

Also more particularly described as:

Together with:

1. All buildings and other improvement that now are or will be located on the Property.
2. All fixtures, equipment and personal property that now are or will be attached to or
 used with the land, buildings and improvements of or on the Property.
3. All rights which the Borrower now has or will acquire with regard to the Property.

BORROWERS ACKNOWLEDGMENTS

1. The Borrower acknowledges and understands that:

a) Municipalities within the State of New Jersey are required under the Fair Housing Act and regulations adopted under the authority of the Act to provide for their fair share of housing that is affordable to households of low and moderate income; and

b) The Property which is subject to this Mortgage has been designated as housing which must remain affordable to low and moderate income households for at least thirty years unless a shorter time period is authorized in accordance with rules established by any agency having jurisdiction (the "restricted period"); and

c) To ensure that such housing, including this Property, remains affordable to low and moderate income households during the restricted period, an Affordable Housing Agreement has been executed by the Borrower that constitutes covenants running with the land with respect to the Property and the Municipality has adopted procedures and restrictions governing the resale of the Property; and

d) The Authority to which the Property is mortgaged has been designated by the Municipality to administer the procedures and restrictions governing such housing.

2. The Borrower also acknowledges and understands that the Property has been purchased at a restricted sales price that is less than the fair market value of the Property.

BORROWER'S PROMISES

In consideration for the value received in connection with the purchase of the Property at a restricted sales price, the Borrower agrees as follows:

1. The Borrower will comply with all of the terms of the Note and this Mortgage which includes:

a) Within the restricted period starting with the date the Borrower obtained title to the Property, the Borrower shall not sell or transfer title to the Property for an amount that exceeds the maximum allowable resale price as established by the Authority. In the event of breach of this promise, Borrower hereby assigns all proceeds in excess of the maximum allowable resale price to the Authority, said assignment to be in addition to any and all rights and remedies the Authority has upon default.

b) At the first non-exempt transfer of title of the Property after the ending date of the restricted period, the Borrower agrees to repay 95% of the incremental amount between the maximum allowable resale price and the fair market value selling price which has accrued to the Property during the restricted period to the Authority.

2. The Borrower warrants title to the premises (N.J.S.A. 46:9-2). This means the Borrower owns the Property and will defend its ownership against all claims.

3. The Borrower shall pay all liens, taxes, assessments and other governmental charges made against the Property when due. The Borrower will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.

4. The Borrower shall keep the Property in good repair, neither damaging nor abandoning it. The Borrower will allow the Authority to inspect the Property upon reasonable notice.

5. The Borrower shall use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

CONTROLS ON AFFORDABILITY

The procedures and restrictions governing resale of the Property have been established pursuant to the Fair Housing Act and the regulations adopted under the authority of the Act, (all collectively referred to as "Controls on Affordability"). Reference is made to the Controls on Affordability for the procedure in calculating the maximum allowable resale price, the method of repayment described in item 1(b) of the section entitled "Borrower's Promises", and the definition of a "restricted sale" for purposes of determining when the Affordability Controls are applicable, and the determination of the restricted period of time.

RIGHTS GIVEN TO LENDER

The Borrower, by mortgaging the Property to the Authority, gives the Authority those rights stated in this Mortgage, all rights the law gives to 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 restriction upon the Property are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Borrower and all subsequent purchasers and owners of the Property, and 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:

1. The Borrower fails to comply with the provisions of the Affordable Housing Agreement;
2. The Borrower fails to make any payment required by the Note and this Mortgage;
3. The Borrower fails to keep any other promise made in this Mortgage;
4. The ownership of the Property is changed for any reason without compliance with the terms of the Note and Mortgage;
5. The holder of any lien on the Property starts foreclosure proceedings; or
6. Bankruptcy, insolvency or receivership are started by or against any of the Borrowers.

AUTHORITY'S RIGHTS UPON DEFAULT

If the Authority declares that the Note and this Mortgage are in default, the Authority shall have, subject to the rights of the First Mortgagee, all rights given by law or set forth in this Mortgage.

NOTICE

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 expenses 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 or more of the Borrowers who sign this Mortgage.

SUBORDINATE MORTGAGE

The lien on this Mortgage is inferior to and subject to the terms and provisions of the First Purchase Money Mortgage executed contemporaneously herewith or any subsequent refinancing.

NO ORAL CHANGES

This Mortgage can only be changed by an agreement in writing signed by both the Borrower and the Authority

SIGNATURES

The Borrower agrees to the terms of this Mortgage by signing below.

ACKNOWLEDGMENT

Borrower acknowledges receipt of a true copy of this mortgage at no charge.



Dated: _____

Witness

Witness

By: _____
Signature (*Borrower*)

Signature (*Co-Borrower*)

STATE OF NEW JERSEY)

)ss

COUNTY OF)

BE IT REMEMBERED, that on this _____ day of _____, 199____, 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 Borrower (Co-Borrower) named in the within instrument; that is the Repayment Mortgage for the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Borrower (Co-Borrower).

Sworn to and subscribed before me, _____ the date aforesaid.

EXHIBIT E

**REPAYMENT MORTGAGE NOTE
FOR LOW AND MODERATE INCOME UNITS**

STATE OF NEW JERSEY
COUNCIL ON AFFORDABLE HOUSING
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

REPAYMENT MORTGAGE NOTE
FOR LOW AND MODERATE INCOME UNITS

_____, 19____, _____, New Jersey

FOR VALUE RECEIVED _____
(referred to as the "Borrower") promises to pay to Warren Township Affordable Housing Agency (referred to as the "Authority") an instrumentality of Warren Township (the "Municipality"), located at 46 Mountain Boulevard, Warren, New Jersey 07059, the amounts specified in this Note and promises to abide by the terms contained below.

REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Borrower is giving the Authority a Repayment Mortgage, dated _____. The Repayment Mortgage covers real estate (the "Property") owned by the Borrower, the legal description of such real estate being contained in the Repayment Mortgage. This mortgage is subordinate to the first mortgage executed contemporaneously herewith or any subsequent financing.

BORROWERS PROMISE TO PAY AND OTHER TERMS

1. 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 shall 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.
- b. At the first non-exempt sale of the 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 which has accrued to the Property during the restricted period of resale (the "Price Differential") to the Authority.

2. The amount due and payable to the Authority shall be calculated as follows:

$$\begin{aligned} & \text{FAIR MARKET PRICE less MAXIMUM ALLOWABLE RESALE PRICE} \\ & \qquad \qquad \qquad \text{equals} \\ & \qquad \qquad \qquad \text{PRICE DIFFERENTIAL} \end{aligned}$$

BORROWER'S PROCEEDS

